

# Terms and Conditions

## Disclosure

I understand that it is my duty to disclose material facts that may affect the acceptance or pricing of the proposed cover.

## Vehicle inspection

I understand that Old Mutual Insurance may inspect the vehicle(s) proposed for insurance.

## Privacy Policy

I understand that It is a legal requirement that Old Mutual Insurance collects my name, address, ID number, nationality, gender, date of birth, occupation, source of income, description of assets to be insured and their values when I am applying for a policy. The information is to fulfil our obligations to you and comply with legal obligations.

## Policy wording

I agree to accept insurance cover on the terms and conditions specified by Old Mutual Insurance Company (Private) Limited as documented in the policy wording which I can request from [contactus@oldmutual.co.zw](mailto:contactus@oldmutual.co.zw).

## MOTOR VEHICLE POLICY

In consideration of the prior payment of the agreed premium mentioned in the schedule of this policy we will indemnify you in terms of this Policy in respect of the insured events occurring during the period of insurance or any subsequent period for which we may agree to renew the insurance and except where expressly varied any alterations to the Policy whether by means of an endorsement or otherwise shall be subject to the terms exceptions and conditions contained herein or endorsed hereon.

In the event of loss of or damage to the vehicle and/or its accessories necessitating the supply of a part not obtainable from stocks held in the country in which the vehicle is held for repair or in the event of our not exercising the option specified in the Policy to pay in cash the amount of the loss or damage our liability in respect of any such part shall be limited to

- (a) (i) the price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the country in which the vehicle is held for repair; or
  - (ii) if no such catalogue or price list exists the price last obtaining at the manufacturer's works plus the reasonable cost of transport otherwise than by air to the country in which the vehicle is held for repair and the amount of the relative import duty ; and
- (b) the reasonable cost of fitting such part.

Any statement made by you or on your behalf and any documents submitted to us for the purpose of assessing the risk are the basis of and form part of the insurance provided by this policy.

When your premiums are payable monthly the insurance provided by this policy will be suspended in the event of non-payment of the premium on due date in any month as a result of there being insufficient funds in the insured's account. In the event of non-payment of the premium for two (2) consecutive months the policy will automatically lapse.

**IMPORTANT :** If you pay your insurance premium each month please inform us if you change your bank details at least ten (10) days before the first of each month. If you do not tell us immediately your premium debit will not be processed and you will no longer be protected by your policy.



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## **CLAIMS PROCEDURE**

All policies of insurance contain conditions regarding claims procedure which set out your rights and duties as well as ours in the event of a claim. It is important therefore to be well acquainted with the action to be taken which is as follows:

1. Please notify your intermediary or our nearest branch office promptly of any incident which may result in a claim.
2. Please ensure all claim forms are fully completed and returned to us immediately together with a photocopy of the drivers licence. Thereafter, two quotations for repairs, a Police Report and any other relevant documents substantiating the loss should be forwarded to us as soon as possible.
3. Failure to lodge claims within fifteen (15) days could result in repudiation on the grounds of late notification.
4. Do not dispose of damaged property or salvage.
5. Record details of the other vehicle, the owner/driver, witnesses and if possible draw a plan of the accident scene.
6. Do not admit guilt or liability if a Third Party is involved. Inform Third Parties that Old Mutual Insurance Company (Private) Limited is handling the matter. Do not pay a deposit or admission of guilt fine or attempt to compromise a settlement without first consulting the Insurer.
7. Notify the Police within twenty-four (24) hours.
8. If the repair costs to your vehicle are estimated to exceed the amount stated in the Schedule of Policy Limits, do not start repairs without obtaining authority from us or the motor engineer appointed by us.

## **LIABILITY**

As soon as you are aware of any event likely to give rise to a claim, please notify us. Do not wait until a letter of demand or a summons is issued.



## GENERAL TERMS

### 0. Definitions

- 0.1 You/Your/Yours/Yourself means:
- (a) The Insured named in the schedule of this Policy.
  - (b) Hire Purchase Company/Lessor if known to us for their respective rights and interests.
- 0.2 We/us/our means the Insurer Old Mutual Insurance Company (Private) Limited.
- 0.3 Schedule means the schedule or revised schedule of this Policy.
- 0.4 Endorsement means any alteration made to this Policy which has been agreed by us in writing.
- 0.5 Excess or first amount payable means the amount you must pay towards a claim.
- 0.6 Third Party means another person who is involved in an accident who is not the owner driver or a passenger of the insured vehicle.
- 0.7 The Legislation is the Road Traffic Act of Zimbabwe Chapter 13:11 as amended.

### 1. Head Notes

Head notes are for reference and do not affect the interpretation of the Policy.

### 2. General Exceptions

This Policy does not cover:

- 2.1 Loss damage cost expense or liability of whatsoever nature directly or indirectly caused by resulting from or in connection with
- (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) civil war mutiny riot strike civil commotion military or popular uprising insurrection rebellion revolution, military or usurped power martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege or coup d'etat;
  - (b) any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any government de jure or de facto, or any provincial or local authority with force or by means of terrorism (as defined in (l) below);
  - (c) any act which is calculated or directed to further any political aim objective or cause or in protest against any government de jure or de facto or any provincial or local authority;
  - (d) an armed conflict between regions or political or ideological or religious or ethnic or tribal factions within Zimbabwe;
  - (e) abandonment of property insured resulting from seizure confiscation commandeering restraint detention requisition appropriation or nationalisation by any lawfully constituted authority or by order of any government de jure or de facto;

- (f) dispossession of property insured resulting from seizure confiscation commandeering restraint detention, requisition appropriation or nationalisation by any lawfully constituted authority or by order of any government de jure or de facto;
- (g) legal or illegal occupation of premises for a period of more than 48 consecutive hours by any person or group of persons;
- (h) any act of terrorism. For the purpose of this General Exception terrorism means an act or threat of violence or an act harmful to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear;
- (i) any attempt to perform any act referred to in clauses (a) to (h) above;
- (j) any action taken in controlling, preventing, suppressing or in any other way relating to any occurrence referred to in clauses (a) to (i) above.

In any action suit or other proceedings where the Insurers allege that by reason of the provisions of this exception any event loss destruction or damage is not covered by this policy the burden of proving that such event loss destruction or damage is covered shall be upon the Insured.

## 2.2 Nuclear Risks

- (a) loss event destruction damage injury or expense whatsoever
- (b) any legal liability of whatsoever nature

directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons materials or by ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception only combustion shall include any self-sustaining process of Nuclear Fission.

## 2.3 Computer Loss

- (a) loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
- (b) any legal liability of whatsoever nature;
- (c) any consequential loss;

directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all.

- (i) to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise manipulate interpret process store receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or;
- (ii) to capture save retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data in regard to or in connection with any such date or;
- (iii) to capture save retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and or programmes;

- (iv) to capture save retain or to process any data as a result of the action of any computer virus or other corrupting, harmful or otherwise unauthorised code or instruction including any trojan horse, time or logic bomb or worm or any other destructive code, media or programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above whether the property of the Insured or not.

#### 2.4 **Excess**

The first amount payable as stated in the Schedule attached to the Policy headed First Amount Payable.

### 3. **General Conditions**

The following conditions apply to all sections of this Policy and shall be conditions precedent to any liability by us:

#### 3.1 **Observance**

Our liability will be conditional upon you or any person claiming indemnity or benefit observing the terms and conditions of this Policy. No waiver or any of the terms conditions and endorsements of this Policy shall be valid unless made in writing and signed by our authorised official.

#### 3.2 **Claims**

- (a) On the happening of any accident loss event destruction damage injury or liability which may result in a claim under any section of this Policy you shall at your own expense
  - (i) forthwith notify us in writing of any claim or knowledge of any impending prosecution or inquest that may give rise to a claim under this Policy together with particulars of any other insurances or any property or persons hereby insured.
  - (ii) within fifteen days after the accident loss event destruction damage injury or liability (or such further time as we may in writing allow) submit to us in writing full details of any claim
  - (iii) immediately inform the Police of any claim involving theft fraud dishonesty or other criminal act or loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property
  - (iv) give to us such proof information and sworn declarations as we may require and forward to us immediately any notice of claim or any communication whatever writ summons or other legal process issued or commenced against you in connection with the loss event destruction or damage injury or liability giving rise to the claim
  - (v) co-operate with us or our nominees in minimising the resulting loss damage injury or liability
  - (vi) in the case of a claim involving liability to third parties

At any time after the happening of any insured event giving rise to a claim or series of claims under a part covering liabilities to third parties we may pay to you the full amount of our liability under that part and relinquish the conduct of any defence settlement or proceedings and we shall not be responsible for any damage alleged to have been caused to you in consequence of any alleged action or omission of ourselves in connection with such defence settlement or proceedings or of our relinquishing such conduct; nor shall we be liable for any costs or expenses whatsoever incurred by you or any claimant or other person after we shall have relinquished such conduct.

- (b) On the happening of any insured accident loss event destruction or damage we shall be entitled to take and keep possession of the property insured and to deal with the salvage and this Policy shall be the proof of leave and licence for such purpose. No property may be abandoned to us.
- (c) No claim under this Policy shall be payable
  - (i) if you make any admission statement offer promise payment or indemnity without our prior written consent
  - (ii) for any loss injury destruction or damage after the expiry of 12 months from the happening of such loss injury destruction or damage unless the claim is the subject of pending legal action or arbitration or is a claim under any section of the Policy indemnifying you against sums which you may become legally liable to pay as compensation in respect of bodily injury and/or loss or damage to property.
- (d) In the event that we indicate to you our intention to decline liability in respect of any claim made or contemplated we shall be under no liability under this Policy unless action at law shall have actually commenced within three calendar months of the date when we shall have indicated to you our intention to deny liability as aforesaid.

### 3.3 **Fraud**

If any claim under this policy be in any respect fraudulent or if any fraudulent means or devices be used by you or any one acting on your behalf to obtain any benefit under this Policy or if any loss event destruction damage injury or liability be occasioned by your wilful act or with your connivance all benefit under this Policy shall be forfeited.

### 3.4 **Cancellation**

This Policy may be cancelled at any time at your request in writing to us and (provided no claims have arisen during the then current period of insurance) the premium hereon shall be adjusted on the basis of us receiving or retaining the customary short period premium or minimum premium. This Policy may also be cancelled by us by seven days' notice given in writing to you at your last known address and the premium hereon shall be adjusted on the basis of our receiving or retaining pro-rata premium.

### **Monthly Premium Payments**

The premium will be debited on the first working day of each month. If the premium is not paid due to insufficient funds in your account the policy will be suspended on the first day of the month for which the premium was unpaid.

### 3.5 **Currency**

All sums of money mentioned in the Policy are in the currency as specified on the Schedule of the Policy.

### 3.6 **Jurisdiction**

The indemnity provided by this Policy shall not apply to:

- (a) judgements which in the first instance are delivered by or obtained from any court outside Zimbabwe.
- (b) Costs and expenses of litigation which are not incurred and recoverable in Zimbabwe.

### 3.7 **Arbitration**

If any difference shall arise as to the amount to be paid under this Policy liability being otherwise admitted such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf of the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be final and a condition precedent to any right of action against us.

### 3.8 **Disclaiming Liability**

In the event of our disclaiming liability in respect of any claim and an action or suit be commenced within three months after the date of such disclaimer all benefit under this Policy in respect of such claim shall be forfeited.

In no case whatever shall we be liable under this Policy after the expiration of twelve months from the happening of the event unless the claim is the subject of pending action or is a claim arising out of a legal liability to a third party arising solely as a result of an accident.

### 3.9 **Rights of Others**

Unless otherwise expressly stated by endorsement hereon nothing contained herein shall give any rights against us to any other persons other than you. Further we shall not be bound by any passing of your interest otherwise than by death or operation of law unless and until we shall by endorsement hereon declare the insurance to be continued. The extension of our liability in respect of any person other than yourself shall give no right of claim hereunder to such person the intention being that you shall in all cases claim for and on behalf of such person and your receipt in any case shall absolutely discharge our liability hereunder.

### 3.10 **Rights Against Third Parties**

You shall at our expense do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which we shall be or would become entitled or subrogated upon our paying for or making good any loss damage under this Policy whether such acts and things shall be or become necessary or required before or after your indemnification by us.

### 3.11 **Contribution**

If at the time of any loss damage or liability covered by Parts 1 2 3 or 7 there shall be any other insurance covering such loss damage or liability or any part thereof we shall not be liable for more than our rateable proportion thereof. Provided always that nothing in this condition shall impose on us any liability from which but for this condition we would have been relieved under this Policy.

### 3.12 **Several Vehicles**

The conditions limitations and exclusions contained herein apply separately to each motor vehicle described in this Policy in the same manner as if each had been insured by a separate Policy.

### 3.13 **Due Care**

The Insured shall take all reasonable steps to safeguard from loss or damage and maintain in efficient condition any motor vehicle described in the schedule and the Insurers shall have at all times free access to examine such vehicle or any part thereof or to interview any driver or employee of the Insured. In the event of any accident or breakdown the vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle be driven before the necessary repairs are effected any extension of the damage or further damage to the vehicle shall be entirely at the Insured's own risk.

### 3.14 **Alteration in Risk**

This Policy shall be voidable as regards any property insured to which there is any alteration after the commencement of this insurance.

(a) whereby the risk of loss damage destruction or liability is increased; or

(b) whereby your interest ceases except by will or operation of law;

unless such alteration is assented to by us by endorsement hereon.

### 3.15 **Breach of Condition or Warranty**

This Policy or any particular part shall be voidable in the event of the breach of any condition or warranty but only in respect of such part of this Policy or individual item thereof to which such breach may apply and not to the remainder of the vehicles insured nor to the remaining parts of the Policy.

### 3.16 **Average Condition**

Average Condition applicable to Part 1 – Loss of or Damage to the vehicle other than Glass claims as defined.

If, in the event of any claim for loss of or damage to any vehicle (including its accessories) described in the Schedule, your estimate of Value and the Inflation Provision, if insured, as stated in the Schedule (hereinafter referred to as the Total Sum Insured) plus 20% is less than the pre-accident Market Value (as defined) then our liability for such loss or damage will be reduced in the same proportion as the Total Sum Insured plus 20% bears to the pre-accident Market Value. Our maximum liability shall in no case exceed the Total Sum Insured or the Market Value whichever is the lesser.

If however the estimated repair costs exceed 70% of the Total Sum Insured this Average Condition will not apply. In which event our maximum liability shall be the Total Sum Insured and the damaged vehicle will become our property. However you will be given the option of retaining the damaged vehicle on payment to us of 30% of the Total Sum Insured.

#### **Definition of Market Value**

The current Market value of the insured vehicle(s) takes into account its mileage, general condition and what a willing buyer would pay a willing seller of a similar vehicle of the same kind and in the same condition. In the event of our not agreeing on the Market Value the same shall be referred to an agreed registered member of the Motor Trade Association whose valuation shall be final and binding on both of us and will not be subject to appeal.

#### **Inflation Provision**

In consideration of the payment of an additional premium your Estimate of Value is increased by the Inflation Provision percentage stated in the Schedule. The total of the two amounts is the Total Declared Value applicable to the vehicle insured.

### 3.17 **Amount to be Borne by Yourself**

In respect of each and every occurrence giving rise to a claim under this Policy and notwithstanding anything to the contrary contained in such part you shall be responsible for the “first amount payable” as specified in the Schedule of Policy Limits and Excesses (or as has been amended by endorsement hereon) of any expenditure (or any less expenditure which may be incurred) including any payment in respect of costs and expenses and fees and of any expenditure by us in the exercise of our discretion under General Condition 3.2 of the Policy. If the expenditure incurred by us shall include the “first amount payable” for which you are responsible such amount shall be paid by you to us forthwith.

**3.18 No Claim Rebate**

**No claim rebate applicable only to comprehensive insurance and only if stated on the Schedule of Vehicles.**

In the event of no claim being made or arising during the period of insurance specified below immediately preceding the renewal of the Policy the renewal premium for such part of the insurance as is renewed shall be reduced as follows:

<b>(a) In respect of MOTOR CARS</b>	<b>Discount</b>
The preceding year	10%
The preceding two consecutive years	20%
The preceding three consecutive years	30%
The preceding four consecutive years	40%
The preceding five consecutive years	50%
The preceding six consecutive years	60%
<b>(b) In respect of all OTHR VEHICLES excluding trailers</b>	<b>Discount</b>
The preceding year	15%
The preceding two consecutive years	20%
The preceding three consecutive years	30%
The preceding four consecutive years	40%

**PART 1 – LOSS OF OR DAMAGE TO VEHICLE**

**Cover Provided**

We will indemnify you against loss of or damage to any vehicle described in the Schedule forming part of this Policy and/or accessories and/or spare parts whilst thereon and at our option repair reinstate or replace such vehicle or any part thereof and/or accessories and/or spare parts or may pay in cash the amount of the loss or damage not exceeding the reasonable market value of such vehicle and/or accessories and/or spare parts at the time of such loss or damage.

**SPECIFIC EXCEPTIONS TO PART 1**

We shall not be liable to pay for

- (a) depreciation (including depreciation attributable to an accident) wear and tear mechanical or electrical breakdown failures or breakages
- (b) damage to the engine or tyres unless some other part of the vehicle is damaged at the same time
- (c) damage to suspension and springs due to inequalities of the road or other surface or to impact with such inequalities

- (d) more than 5% of the market value of the vehicle shown in the schedule for any type of car radio tape deck compact disc player and ancillary equipment unless specifically insured
- (e) loss of or damage to accessories or spare parts by theft from any motor cycle if the motor cycle is not stolen at the same time.

## **EXTENSIONS OF COVER TO PART 1**

### **1. Recovery and Redelivery**

If such vehicle is disabled by reason of any loss or damage insured under this Policy we will pay the reasonable cost of protection and removal to the nearest repairers and we will also pay the reasonable cost of delivery to you after repair of such loss or damage not exceeding amount specified in the Schedule of Policy Limits.

### **2. Authorised Repair Limit**

You may give instructions for repairs to be carried out without our previous consent to the extent of but not exceeding the amount stated in the Schedule of Policy Limits provided that a detailed estimate is first obtained and immediately forwarded to us.

### **3. Hiring Agreements**

If we know that the vehicle described in the Schedule is the subject of a hire purchase or similar agreement any monies which would otherwise be payable to you under this Policy in respect of loss of or damage to the said vehicle (which loss or damage is not made good by repair reinstatement or replacement) shall be paid to the owner referred to in such agreement whose receipt shall be a full and final discharge to us in respect of such loss or damage.

## **PART 2 – LIABILITY TO THIRD PARTIES**

### **Cover Provided**

#### **1. Indemnity to you**

We will indemnify you in the event of an accident caused by or through or in connection with any vehicle described in the Schedule against all sums including claimant's costs and expenses which you shall become legally liable to pay in respect of

- (i) death of or bodily injury to any person not being yourself or a member of the same household as yourself nor being conveyed in a trailer nor being a passenger on or temporarily off a motor cycle but excluding death of or bodily injury to any person:
  - (a) in your employment arising out of and in the course of such employment
  - (b) carried in or upon or entering or getting onto alighting from any vehicle other than a motor car at the time of the occurrence of the event out of which any claim arises.
- (ii) damage to property other than
  - (a) property belonging to you or any driver or held in trust by or in the custody or control of yourself or any driver or being conveyed in any vehicle referred to in the Schedule
  - (b) any towed disabled mechanically propelled vehicle or property being conveyed by such vehicle.

#### **2. Indemnity to other Drivers**

In terms of and subject to the specific exceptions and limitations of and for the purpose of this part we will indemnify any person (not being a person who has been refused any motor vehicle insurance or continuance thereof by any insurance company or underwriter) who is driving or using the vehicle on the order of or with your permission.

Provided that such person

- (a) is not entitled to indemnity under any other policy
- (b) shall as though he/she were yourself observe fulfil and be subject to the terms exceptions and conditions of the Policy insofar as they can apply.

**3. Zimbabwe Road Traffic Act Cover**

In respect of the use of any vehicle described in the Schedule on any road in Zimbabwe this Policy shall subject to the following conditions be a Policy for all purposes of the Legislation.

Provided that:

- (i) in the event of our being required to make any payment under this Policy in respect of the liability of yourself or any person which but for the provisions of the Legislation or any amendments thereof we would not have been required to make any sum so paid shall be recoverable by us from you or that person
- (ii) nothing contained in this endorsement shall extend our liability beyond the minimum requirements of the Legislation or any amendments thereof
- (iii) All terms exceptions and conditions of the Policy provided they do not conflict with the requirements of the Legislation shall apply to this endorsement.

**EXTENSIONS OF COVER TO PART 2**

- 1. We will pay all costs and expenses incurred with our written consent.
- 2. We will pay legal fees for presentation at any Inquiry or Inquest in respect of any death which may be the subject of indemnity under this section or for defending in any Magistrate's Court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this section provided always that we shall be entitled to nominate our own legal practitioners but where such nomination is not made our liability for such fees shall be limited to the sum specified in the Schedule of Policy Limits in respect of any one accident.

Provided always that we shall not be liable to pay legal fees in respect of any charge which includes driving whilst under the influence of intoxicating liquor or drugs or whilst the concentration of alcohol in the driver's blood exceeds 80 milligrams per 100 millilitres.

- 3. If you are an individual we will also indemnify you whilst personally driving a motor car
  - (i) not belonging to you and not hired by you under a hire purchase agreement or otherwise
  - (ii) not belonging to or hired to your employer or partner.

## SPECIFIC LIMITATIONS TO PART 2

### 1. Limits of Liability

#### (i) Property Damage

Our liability under this part in respect of "damage to property" is limited to the sum specified in the Schedule of Policy Limits in respect of any one accident or series of accidents due to or arising out of any one event or occurrence.

#### (ii) Injuries to Persons

The liability of the Insurers under this part in respect of "injuries to persons" is limited to the sum specified in the Schedule of Policy Limits in respect of any one accident or series of accidents due to or arising out of any one event or occurrence.

### 2. Passenger Liability

Our liability under this part in respect of the death of or bodily injury to any person being carried in or upon or getting into or alighting from any motor car (excluding those with Road Traffic Act or Laid Up cover only) described in the Schedule which:

- (a) is a sports car a beach buggy or an open-bodied motor car of any kind
- (b) is a high performance motor car described as such in the schedule

shall be limited to the sums specified in The Legislation in respect of any one accident or series of accidents due to or arising out of any one event or occurrence.

## SPECIFIC EXCEPTIONS TO PART 2

We shall not be liable for:

### 1. Vibration

We shall not be liable for damage to any viaduct bridge or weighbridge or to any road and or anything beneath by vibration or by the mass of any vehicle other than motor cars and motor cycles or load carried by such vehicle.

### 2. Passengers

Death or injury to any person being carried on or upon or entering or getting onto alighting from any vehicle other than a motor car at the time of the occurrence of the event out of which any claim arises.

## PART 3 – EXTENSIONS OF COVER

### 1. Applicable only to Motor Cars Comprehensively Insured

#### A. Medical Expenses

If you or your driver or any occupant of any motor car described in the Schedule hereto shall in direct connection with such motor car sustain any bodily injury by violent accidental external and visible means we will pay to you the medical expenses in connection with such injury excluding any amounts recoverable from any medical aid society up to the sum stated in the Schedule of Policy Limits in respect of each person injured.

**B. Glass**

Any claim for the cost of reinstating any glass forming a portion of any motor car described in the Schedule hereto or an accessory permanently attached thereto as a result of accidental breakage where no other damage is caused to the vehicle or any other vehicle will be met without deduction of that portion of the "first amount payable" for which you are responsible in terms of the "amount to be borne by yourself" section for which no discount of premium has been allowed but subject to a contribution by you of an amount equal to 33.33% of the cost of reinstatement. Any payment under this extension shall not constitute a claim within the meaning of the "No Claim Discount" provisions of the Policy provided that this concession shall not apply to the breakage of glass arising from an incident in which other damage is sustained to such motor car.

**2. Applicable to Commercial Vehicles**

(A commercial Vehicle means any type of motor vehicle designed altered or added to for the transport of goods and having a carrying capacity exceeding 1 400 kg)

**A. Unauthorised Passenger Cover**

This Policy extends to cover your legal liability for death of or bodily injury to persons whilst being carried on the vehicles described in the Schedule in contravention of your instruction to your driver. Provided that the cover granted by this extension shall not indemnify you for death of or bodily injury to any person in your employment arising out of and in the course of such employment. Provided also that our maximum liability under this extension shall not exceed the sum specified in the Schedule of Policy Limits.

**B. Loading and Unloading**

This Policy extends to cover your legal liability for death injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to any vehicle other than motor cars and motor cycles for loading thereon or the taking away of the load from such vehicle after unloading therefrom.

**3. Extension to other Countries**

The Policy extends to indemnify you whilst any vehicle is temporarily in the Republic of South Africa, Lesotho, Botswana Namibia, Zambia, Malawi, Mozambique and Swaziland including cover whilst in transit by sea between any ports in the aforementioned territories and loading and unloading incidental to such transit.

Provided that this Policy shall not be deemed to be a Policy of insurance in compliance with the provisions of any compulsory insurance legislation in those territories.

**4. Towing Disabled Vehicles**

This Policy shall be operative while any vehicle described in the schedule is being used for the purpose of towing any one disabled mechanically propelled vehicle and we will indemnify you in terms of Part 2 of this Policy in respect of liability in connection with the towed vehicle.

Provided that

- (a) such vehicle is not towed for reward
- (b) we will not be liable by reason of this extension in respect of damage to the towed vehicle or property being conveyed by such vehicle.

## PART 4 – OTHER CLAUSES

### 1. **Description of Use**

Description of Use (as shown in the Schedule).

Class 1 – social domestic pleasure travel to and from work.

Class 2 – Social domestic pleasure limited business and professional purposes.

Class 3 – Social domestic pleasure business and professional purposes.

### **Excluding**

any accidental injury loss damage and/or liability caused by or to any vehicle described in the Schedule whilst being used for any purpose in connection with the motor trade which use shall include any operation of the vehicle whilst in the custody or control of a member of the motor trade for the purposes of overhaul upkeep or repair or driving instruction of paying pupils or whilst let out on hire or driven in a match for a wager or whilst being used for the carrying of fare paying passengers or of guests of an hotel private hotel or boarding house if you are the keeper of such hotel private hotel or boarding house or whilst being used for the carriage as a payload\* or inflammable or explosives or whilst carrying a load in excess of that for which it is constructed to carry or whilst being used for any unusual or specially hazardous purpose.

**NOTE\*** Payload is the difference between the gross vehicle mass and the net vehicle mass of any vehicle designed for the carriage of goods.

Provided that any payment to you of a subsidy or distance allowance for the use of the insured vehicle for official purposes including the carriage of persons for such purposes shall not fall within the terms of this exclusion.

### 2. **Third Party Fire and Theft**

If the Policy cover is stated in the Schedule to be “third party fire and theft” we shall be liable under Part 1 solely for loss or damage resulting from fire self-ignition lighting or explosion or by theft or any attempt thereat.

### 3. **Third Party**

If the Policy cover is stated in the Schedule to be “third party” Part 1 of this Policy is cancelled.

### 4. **Laid up**

Where the endorsed cover is stated as “laid up” we shall have no liability under this Policy except under Part 1 solely for loss or damage resulting from fire lighting explosion or theft or any attempt thereat.

### 5. **Limits of Indemnity**

In the event of any accident involving indemnity to more than one person any limitation by the terms of this Policy of the Policy of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to you.

## PART 5 – SPECIAL EXCEPTIONS

1. We shall not be liable in respect of:

**1.1 Territorial Limits**

any accident injury loss damage and/or liability caused sustained or incurred outside Zimbabwe except as provided for in Part 3 – Extension 3.

**1.2 Limitation of Use of Vehicle**

any accident injury loss damage and/or liability caused sustained or incurred while any vehicle in respect of or in connection with which insurance is granted under this Policy is:

- (a) being used otherwise than in accordance with the “Description of Use” contained in this Policy
- (b) being driven by you or by any other person with your general knowledge and consent unless duly and fully licensed to drive such vehicle in terms of the Legislation applying to any territory within the territorial limits to which this Policy applies provided that if such licence be subject to renewal he/she has held and is not disqualified from holding or obtaining such a licence provided that this exception does not apply whilst you or any such person is driving such vehicle whilst learning to drive if at such time he/she is complying with the laws and regulations in force relating to learners
- (c) being driven by you whilst under the influence of alcohol or drugs or whilst the concentration of alcohol in your blood is in excess of 80 milligrams per 100 millilitres
- (d) being driven with your general consent by any person who to your knowledge is under the influence of alcohol or drugs or whilst the concentration of alcohol in the driver’s blood is in excess of 80 milligrams per 100 millilitres
- (e) carrying any person as a passenger when such vehicle is a motor cycle.

**1.3 Contractual Liability**

Any claim arising out of any contractual liability.

**2. General Exceptions**

All the General Exceptions of this Policy shall be applicable in so far as they can apply.

## PART 6 – SPECIAL CONDITIONS

**Driver’s Record**

If during the currency of this Policy any driver’s licence in favour of you or your authorised driver be endorsed suspended or cancelled or if you or your authorised driver shall be charged or convicted of negligent reckless or improper driving notification shall be sent in writing to us immediately you have knowledge of such fact.

## **PART 7 – ENDORSEMENTS (APPLICABLE ONLY IF STATED IN THE SCHEDULE)**

### **1. Restricting Cover to Named Driver(s)**

This insurance shall be inoperative whilst any motor car described in the Schedule is being driven by or is for the purpose of being driven or in the charge of any person other than the person(s) specified in the Schedule. The provisions of this clause shall not apply to that portion of the insurance which is granted in order to comply with the minimum insurance requirements specified in The Legislation.

### **2. Trailers**

- (a) We will indemnify you in terms of Part 1 of this Policy in respect of any trailer described in the Schedule provided that this insurance shall not apply to the contents of such trailer unless permanently attached thereto.
- (b) We will in terms of Part 2 of this Policy indemnify you or any person indemnified by that section in respect of any trailer described in the Schedule provided that:
  - (i) The term “trailer” shall not include contents unless permanently attached thereto
  - (ii) We shall not be liable to pay for death of or injury to any person being carried in or upon or getting on to or alighting from such trailer at the time of the occurrence of the event out of which any claim arises.
  - (iii) We shall not be liable in respect of liability incurred arising out of the operation as a tool of such trailer or plant forming part of such trailer or attached thereto.
  - (iv) We shall not be liable if at the time any claim arises under this Policy there shall be other existing insurance covering the same liability.

Further in Part 5 Special Exceptions of this Policy the term “vehicle” shall be deemed to include any trailer and where the word “driven” is used pertaining to “vehicle” the word “used” shall be deemed to replace it if applicable to a trailer.

### **3. Unlicensed Drivers**

This Policy extends to indemnify you whilst any vehicle described in the Schedule is being driven by an unlicensed person provided that a driving licence is not required by law.

### **3. Passengers on Motor Cycles**

The carrying of not more than one passenger on the carrier or pillion only of any motor cycle described in the Schedule is permitted under this Policy.

### **4. Loss of Use**

In consideration of the payment of an additional premium, this Policy extends to cover the reasonable cost of hiring a vehicle of similar type and age to that described in the Schedule following the accidental damage to or theft of the vehicle.

#### **Provided that:**

- (i) Cover shall only commence from the 4<sup>th</sup> day after loss of use of the vehicle.
- (ii) Cover ceases when the vehicle has been repaired or a total loss settlement has been offered whichever shall occur first.
- (iii) The vehicle is insured under this section for Comprehensive risks and is a private car type.

- (iv) Our liability is limited to 5% of the insured value of the vehicle or the amount specified in the Schedule whichever is the lesser.
- (v) This extension does not cover the cost of fuel or insurance charges.
- (vi) We must be advised in advance of your intention to hire a vehicle and you shall forward to us a detailed invoice in support of the hiring costs.

**5. Contingent Liability Extension**

The indemnity granted under Part 2 of this Policy shall include claims made against you in the event of an accident caused by or through or in connection with any Motor Vehicle not your property nor provided by you whilst being used on your business or occupation as described in the Schedule by any employee of yours provided always that this extension shall not indemnify you in respect of loss of or damage to such vehicle.

It is further declared and agreed that for the purposes of this extension only:

- (i) Part 2 – Liability to Third Parties item 1(i)(a) paragraph 1 is cancelled.
- (ii) If at the time of the occurrence of any accident giving rise to a claim under this Policy there is any other existing insurance covering the same loss damage or liability we shall not be liable to make any payment under this Policy.

Subject otherwise to the terms exceptions and conditions of the Policy.