SUB-SECTION A DAMAGE

DEFINED EVENTS

Damage to the vehicle described in the schedule and/or its accessories and spare parts whilst thereon the property of the Insured occurring in or on the premises described in the schedule.

The Company may at its own option repair, reinstate or replace the vehicle or any part thereof and/or its accessories and/or spare parts or may pay in cash the amount of the damage not exceeding the reasonable market value of the vehicle and/or its accessories and/or spare parts at the time of such damage but not exceeding the limit of indemnity stated in the schedule.

In the event of any part being unprocurable as a standard (ready manufactured) article within the Republic of Namibia or South Africa the liability of the Company shall be discharged by the payment of an amount equal to the value of such part at the time of loss but not exceeding the maker's latest list price operative in the Republic of Namibia or South Africa and the reasonable cost of freight, other than by air, and current labour charge for fitting plus any import duty or tax applicable thereto.

EXCEPTIONS TO SUB-SECTION A

The Company shall not be liable for

(a) consequential loss from any cause whatsoever

(b) wear and tear mechanical or electrical breakdowns failures or breakages

(c) damage to tyres unless caused by an accident involving damage to the vehicle for which indemnity is provided under this sub-section

(d) depreciation which shall mean diminution in value of the vehicle howsoever arising including diminution consequent upon the vehicle having sustained damage insured under this sub-section notwithstanding the repair of such damage in terms of this sub-section.

SUB-SECTION B LIABILITY TO THIRD PARTIES

DEFINED EVENTS

Against all sums including claimants' costs and expenses which the Insured shall become legally liable to pay in respect of

(a) accidental death or bodily injury to any person

(b) accidental damage to the vehicle and/or its accessories and spare parts whilst thereon held in trust by or in the custody or control of the Insured

(c) accidental damage to property

occurring in or on or about the premises through the negligence of the Insured or any person in the service of or acting on behalf of the Insured or by or through any defect in the premises or in the ways works machinery or plant therein.

The company will pay all costs and expenses incurred with its written consent.

In the event of the death of the Insured the company will in respect of the liability incurred by him indemnify his legal personal representative in terms of and subject to the limitations of this section provided that such personal representative shall as though he were the Insured observe fulfil and be subject to the terms exceptions and conditions of this section in so far as they can apply.

Provided that the liability of the Company under this section shall not exceed the limit of indemnity stated in the schedule.

EXCEPTIONS TO SUB-SECTION B

The Company shall not be liable in respect of

(a) so much of any compensation as falls within the scope of the Multilateral Motor Vehicle Accidents Fund Act 1989 No. 93 of 1989 or any replacement of this Enactment by any state situated within the area which on 1st January 1976 constituted the Republic of Namibia or South Africa or as falls within the scope of the Motor Insurance Act No. 26 of 1974 (Botswana) or the Lesotho Motor Vehicle Proclamation 1972 No. 18 of 1972 or the Motor Vehicle Insurance Order No. 47 of 1973 (Swaziland) or of any amendment, replacement or substitution of any of the aforesaid Enactments. This exception shall apply notwithstanding that no insurance under the said Enactments is in force or has been effected.

(b) death of or bodily injury to

  (i) any person being a member of the same household as the Insured
  (ii) any person in the employment of the Insured arising out of and in course of such employment.

(c) damage to any vehicle the property of the Insured or a member of the same household as the Insured or an employee of the Insured.

(d) damage to property belonging to, held in trust by or in the custody or control of the Insured or belonging to a member of the same household as the Insured or belonging to an employee of the Insured.

EXTENSIONS

1 **WORK AWAY FROM PREMISES EXTENSION** (If stated in the schedule to be included)

The premises stated in the schedule shall also be deemed to include any premises at which the insured is performing work provided that any such premises are not under the control of the Insured.

2 **WINDSCREEN EXTENSION** (If stated in the schedule to be included)

The provisions of this section relating to first amount payable and no claim rebate shall not apply to any payment for damage to windscreen glass, side or rear glass forming part of any vehicle

provided that

2.1 No other damage has been caused to the vehicle giving rise to a claim under the section

2.2 The Insured shall be responsible for the first amount payable stated in the schedule of each and every loss.

3 **VEHICLES NOT INSURED IN TERMS OF M.M.V.A.F.A. EXTENSION** (if stated in the schedule to be included)

If the Insured shall incur any liability to a third party as defined in the Multilateral Motor Vehicle Accidents Fund Act, 1989 No. 93 of 1989 or any other similar act, order or proclamation in Lesotho, Botswana or Swaziland or any amendments thereof or substitutions therefor (hereinafter referred to as “The Acts”) caused by or arising out of the driving as defined in the Acts of a motor vehicle of which he is not the owner by any person in the course of the Insured’s business as described in the schedule either by virtue of the Acts or by virtue of the fact that the said vehicle was not insured as required by the Acts and if at the time of such driving the said motor vehicle displayed a token of insurance for the current period and the Insured had no reason to believe that the vehicle was not insured in terms of the Acts then the Company will indemnify the Insured against such liability.

Provided that the indemnity granted by this extension shall be applicable only if the vehicle is otherwise insured in terms of this section.

4 **CROSS LIABILITIES**

Where more than one Insured is named in the schedule the Company will indemnify each Insured separately and not jointly and any liability arising between such Insured shall be treated as though separate policies had been issued to each provided that the aggregate liability of the Company shall not exceed the limit of indemnity stated in the schedule.

MEMORANDUM

PREMIUM ADJUSTMENT

The first premium and all renewal premiums payable in terms of this section are based partly upon the area of the premises and partly upon the amount of wages, salaries and other earnings paid to employees, principals and directors by the Insured during each period of insurance.

The Insured shall submit to the Company within 30 days of the expiry of each period of insurance a declaration of the total amount of all wages, salaries and other earnings paid to all employees, principals and directors.

The Company shall upon receipt of this declaration make a premium adjustment for such period and the difference shall be paid by or to the Insured as the case may be (subject to the minimum premium).

SPECIFIC EXCEPTIONS

The Company shall not be liable in respect of

1 death, injury or damage directly or indirectly caused by fire, explosion or lightning provided that this exception shall not apply to any claim under sub-section B (a) and (c) of this section arising from death, injury or damage caused by fir or explosion resulting directly from the possession of a motor vehicle.

2 any consequence of theft, housebreaking or any attempt thereat.

3 any damage to property sustained while it is being worked upon and directly resulting from such work.

4 defective workmanship or any consequences thereof.

5 death, injury or damage

(a) caused by or through any demolition of or structural alteration or addition to the premises or by or through the installation of any equipment

(b) caused by or through or in connection with the use by the Insured or any person in the service of or acting on behalf of the Insured of animals, power driven cranes, elevators, lifts or hoists other than cranes or elevators forming part of the vehicle.

This exception shall not apply to car hoists having a lift not exceeding 2 metres.

(c) resulting from the driving elsewhere than in or on the premises of any vehicle by the Insured or any person in the service of or acting on behalf of the Insured.

6 damage caused by weather conditions to the vehicle or its accessories or spare parts.

7 any claim arising out of contractual liability.