

EXECULINE

Motor Underwriting Managers (Pty) Limited



Policy Wording

INDEX

	PAGE
INTRODUCTION TO YOUR INSURANCE POLICY	3
GENERAL CONDITIONS	4
GENERAL EXCLUSIONS	8
SECTION 1a VEHICLE INSURANCE	11
SECTION 1b LIABILITIES TO THIRD PARTIES	13
SECTION 2 SOUND EQUIPMENT	15
SECTION 3 PERSONAL ACCIDENT	15

THE EXECULINE AND HOLLARD SERVICE COMMITMENT

Execuline and Hollard undertake to deal with and process all valid claims as quickly as possible. However, if You have any query or complaint about this Policy or are in any way unhappy with the service You have received, please contact:

The Hollard Insurance Company Limited
P O Box 62229
MARSHALLTOWN
2107

Facsimile number (011) 2401240

If Your enquiry is not satisfactorily resolved, You may contact:

The Ombudsman for Short Term Insurance
P O Box 30619
BRAAMFONTEIN
2017

Facsimile number (011) 726 5501

If You are still dissatisfied, You can seek assistance from:

The Registrar of Short Term Insurance
The Financial Services Board
P O Box 35655
MENLO PARK
0102

Facsimile number (012) 3470221

Compliance with the above does not affect Your legal rights.

INTRODUCTION

This Policy is the contract between The Hollard Insurance Company Limited (the Insurer) who are represented by Execuline Motor Underwriting Managers (PTY) Ltd (Execuline), who act as agents for and on behalf of the Insurer, and the Insured/s named in The Schedule and covers the occurrences stated in the Sections, occurring during the Period of Insurance up to the sums insured or limits of liability or compensation stated in The Schedule. Any Proposal and Declaration made by the Insured is the basis of and forms part of this Policy. In consideration of and conditional upon the prior payment of the premium by or on Your behalf We will indemnify You in respect of accidents, loss, damage or liability occurring during the Period of Insurance in accordance with the provisions incorporated herein.

The Schedule and this Policy form part of this contract and the two documents should be read together. If there is anything in this Policy or The Schedule that You do not understand, please contact Execuline immediately.

This Policy document replaces all previous Execuline Policy documents.

INTRODUCTION

This Policy is the contract between The Hollard Insurance Company Limited (the Insurer) who are represented by Execuline Motor Underwriting Managers (PTY) Ltd (Execuline), who act as agents for and on behalf of the Insurer, and the Insured/s named in The Schedule and covers the occurrences stated in the Sections, occurring during the Period of Insurance up to the sums insured or limits of liability or compensation stated in The Schedule. Any Proposal and Declaration made by the Insured is the basis of and forms part of this Policy. In consideration of and conditional upon the prior payment of the premium by or on Your behalf We will indemnify You in respect of accidents, loss, damage or liability occurring during the Period of Insurance in accordance with the provisions incorporated herein.

The Schedule and this Policy form part of this contract and the two documents should be read together. If there is anything in this Policy or The Schedule that You do not understand, please contact Execuline immediately.

This Policy document replaces all previous Execuline Policy documents.

DEFINITIONS

"You / Your / Yours / Yourself" means the Insured / Insured Person(s) / Insured Parties named in The Schedule

"We / Us / Our" : means The Hollard Insurance Company Limited, being the Insurer duly represented by Execuline Motor Underwriting Managers (PTY) Ltd

"Insured" means the Person / Company / CC / Entity named in The Schedule who is the owner of the Policy and is responsible for the payment of the premium

"The Schedule": means The Schedule of Insurance which must be signed by Us indicates the Sections and Sub-Sections under which You are insured and records the endorsements to the policy. If The Schedule does not correctly record the insurance applied for, or if any agreed endorsement has not been issued or has been issued incorrectly, Execuline should be notified as soon as possible.

"Period of Insurance": means the period of cover either annually or monthly as specified in The Schedule and for which premium has been received by Us.

"Occurrence": means an occurrence or series of occurrences arising from any one cause in connection with any one motor vehicle in respect of which indemnity is provided in this Policy.

GENERAL CONDITIONS

The insurance granted by all Sections of this Policy are subject to the following General Conditions, all of which are material conditions, strict compliance with which is essential.

All premiums are payable in advance

1 MONTHLY POLICY / PREMIUM PAYMENTS

- 1.1 If the premium is paid monthly, this policy is valid for a period of one calendar month. It is automatically renewed by Us upon receipt of the premium charged, provided that the premium is received by Us on or before the first working day of each month, which date it is agreed will be the due date for payment. Nonpayment by the due date for payment, for whatever reason, will result in the Policy lapsing on the last day of the preceding month.
- 1.2 In the event of nonpayment, we will be entitled to charge an additional administration fee with the next premium debit.

ANNUAL POLICY / PREMIUM PAYMENTS

- 1.3 If the premium is paid annually, this Policy is valid for a period of one year. It may be renewed on the annual anniversary upon receipt of the premium charged, provided that the premium is received by Us on or before the Annual anniversary date as stated on The Schedule, which date it is agreed will be the due date for payment. Nonpayment by the due date, for whatever reason, will result in the Policy lapsing on the last day before the anniversary date of the Policy.

PERIOD OF GRACE FOR PREMIUM PAYMENT

- 1.4 Notwithstanding the provisions contained in 1.1 and 1.2 above, You shall be entitled to a period of 15 (fifteen) Days from the due date for payment in which to pay Your Premium. In the case of monthly policies, this period of grace only applies from the second month of the currency of the Policy. Premium is payable on or before the inception date or renewal date as the case may be. We shall not be obliged to accept premium tendered to Us or to any intermediary after such date but may do so upon such terms as We may determine. We shall be entitled to alter the premium payable under this Policy at any time and upon written notice to You.

2 CANCELLATION

This policy may be cancelled by You at any time given in writing and we will be entitled to retain the customary short term or minimum premium. We may cancel the policy by giving 30 days notice in writing to You at Your last known address (or via Your agent / broker) and We will retain a pro rata premium.

Where You pay Your monthly premium by debit order, and Your policy lapses / cancels as a result of 2 consecutive non-payments of premium, We will automatically discontinue the debit order submission for the following month.

3 CLAIMS PROCEDURE

On the happening of an occurrence, which may give rise to a claim under this Policy, You shall at Your own expense and in the form prescribed by Us:

- 3.1 give complete and correct information with regard to the said claim;
- 3.2 notify Us as soon as reasonably possible of any claim, together with particulars of any other insurance covering the loss, damages or liability hereby insured;
- 3.3 give Us such proof, information, police report or sworn declaration as We may require from time to time;
- 3.4 within 30 (thirty) days of the occurrence, submit to Us full details in writing of any claim;
- 3.5 as soon as reasonably possible, notify the South African Police and assist in discovering the guilty party and recovering the property;
- 3.6 within 48 (forty eight) hours of receipt, submit to Us any letter of demand, summons or similar document received by You, in connection with any occurrence which may give rise to a claim and You shall not, without Our written consent admit liability, make any statement, or enter into or conclude any negotiation with any person or party;
- 3.7 take or keep possession of any damaged property. You shall not be entitled to abandon any property to Us whether possession has been taken by Us or not.

4 SETTLEMENT OF CLAIMS

- 4.1 We may settle any claim for lost, stolen or damaged property by repairing or replacing in any reasonably sufficient manner such property or making payment in cash, but subject always to the relevant limit of indemnity and applicable excess (first amount payable) stated in The Schedule.
- 4.2 Payment of any amount admitted by Us shall be conditional upon Your signature of an Agreement of Loss in Our favour.

5 PREVENTION OF LOSS, DAMAGE OR LIABILITY

You are required to exercise all reasonable care and to take all reasonable precautions to prevent or minimise loss, damage, death, injury or liability.

6 THE INSURER'S RIGHTS

We may take action at any time against a third party in Your name to enforce Your rights without You incurring any liability. You shall provide all assistance required by Us. Failure to do so will result in all benefits under this Policy being immediately reclaimed by Us, and/or all benefits under this policy being forfeited.

7 RIGHTS OF OTHERS

This Policy is not assignable or cedeable. Nothing contained herein shall give any rights against Us to any person other than

You. The extension of Our liability in respect of any person other than You shall give no right of claim hereunder to such person, the intention being that You shall in all cases at Your discretion claim for and on behalf of such persons.

8 MORE THAN ONE POLICY

If at the time of an occurrence resulting in a claim, there is any other Policy effected by or on Your behalf, which Policy is in full force and effect at the time of the said occurrence, then We shall only be liable to pay Our proportionate share of the claim.

9 CHANGE IN RISK

9.1 It is Your duty to advise Us immediately in writing of any material change in risk.

9.2 Should there have been any material change in the risk or should We have been informed thereof by You, then We shall have the right to amend the scope of cover and/or to increase the premium from the date of the change.

9.3 In the event of You failing to inform Us of any material change in risk as aforesaid, We shall, be entitled to avoid the policy or reject any claim arising after the material change in risk.

10 FRAUDULENT CLAIMS

If any claim under this Policy is in any way fraudulent or if any fraudulent means are used by You or anyone acting on Your behalf to obtain any benefit under this Policy or if any of the occurrences insured against in terms of this Policy are occasioned by Your intentional act or with Your connivance, all benefits under and the premiums paid in terms of this Policy shall be forfeited.

11 PRESCRIPTION

11.1 In no case whatsoever shall We be liable under this Policy after the expiration of 12 (twelve) months from the happening of the occurrence unless a claim has been admitted or is the subject of pending legal action or is a claim under any Section of the Policy which indemnifies You against legal liability to third parties in respect of bodily injury and/or loss of property.

11.2 Where You dispute Our rejection of Your claim or cancellation or avoidance of Your Policy, You must make representation to Us in respect of the decision within 90 (ninety) days of the date of Our rejection, cancellation or avoidance letter. Thereafter, You must take legal action by way of the service of summons against Us within 180 (one hundred and eighty) days of the date of Our rejection, cancellation or avoidance letter, failing which You will forfeit Your claim and no liability can arise in terms of such claim.

12 NOTICE, INSTRUCTION, COMMUNICATION

Any notice, instruction, information or any other communication with Us or any agents must be made in writing.

13 WARRANTIES

Cover is subject to warranties as stated in the NOTES / "ENDORSEMENTS" Section on The Schedule.

14 AMOUNT PAYABLE BY YOU

In respect of each and every occurrence giving rise to a claim under this Policy, You shall be responsible for the first amount/s payable as stated in The Schedule.

15 APPLICATION OF LIMITS OF INDEMNITY

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

16 TERRITORIAL LIMITS

The territorial limits of the cover afforded by this Policy are limited to the Republic of South Africa, Namibia, Lesotho, Swaziland, Botswana, Zimbabwe and Mozambique.

17 JURISDICTION

This Policy is subject to the jurisdiction of the courts of the Republic of South Africa.

18 INTEREST ON DAMAGES

For the purpose of this agreement, the rate at which interest is to be calculated in terms of the provisions of the Prescribed Rate of Interest Act 55 of 1975, as amended, will be 0% (zero percent), unless otherwise ordered by a Court of Law.

19 REPATRIATION

If an insured vehicle is damaged outside the borders of the Republic of South Africa, the cost of repatriation, in excess of R 5,000, of the vehicle will be borne by You.

20 LEGAL LIABILITY

We will not be liable under more than one of the sections of this Policy for any legal liability arising from the same happening, in respect of the same property or liability.

SPECIAL CONDITIONS

1 VEHICLE SECURITY

In the event of theft of the insured vehicle for which We required additional security, the onus rests on You to prove that

the security system was in fact installed and fully operational at the time of the loss. Failure to comply with the above shall result in the claim being rejected by Us. This condition will not apply where We have given written confirmation of a grace period. Theft during the grace period is subject to the applicable excess as stated in The Schedule.

2. TRAFFIC OFFENCES

Immediate notice must be given to Us of the endorsement, suspension or cancellation of Your drivers licence or that of any person who drives the insured vehicle or of any charge or proceedings relating to reckless or negligent driving or driving under the influence of alcohol where the level of alcohol in the blood exceeds the statutory limit then in force.

3. DESCRIPTION OF USE

- 3.1 If the schedule states the USE as Private, the vehicle may only be used for social, domestic, pleasure and emergency travel to and from work, always subject to the general exclusions of the policy.
- 3.2 If the schedule states the USE as Business, the vehicle may only be used for social, domestic, pleasure, business and limited professional purposes, always subject to the general exclusions of the policy.
- 3.3 If the schedule states the USE as Professional, the vehicle may only be used for social, domestic, pleasure, business and professional purposes, always subject to the general exclusions of the policy.

GENERAL EXCLUSIONS

WE WILL NOT BE LIABLE FOR:

- 1 1.1 loss or destruction of or damage
 - 1.1.1 to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - 1.1.2 death, injury or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.
- 1.2 any loss, destruction, damage or legal liability directly or indirectly caused by, or contributed to by, or arising from nuclear weapons material
- 2 loss of or damage to property or bodily injury related to or caused by:
 - 2.1 civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
 - 2.2 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - 2.3 2.3.1 mutiny, military uprising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege,
2.3.2 insurrection, rebellion or revolution.
 - 2.4 any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
 - 2.5 any act which is calculated or directed to bring about loss or damage or bodily injury, in order to further any political aim, objective or cause or to bring about any social or economic change, or in protest against any State or Government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
 - 2.6 any attempt to perform any act referred to in Exclusion clauses 2.4 or 2.5 above;
 - 2.7 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in Exclusion clause 2 above.

If We allege that by reason of any of the Exclusions in clause 2 above, loss of or damage is not covered by this Policy, the burden of proving the contrary shall rest upon You.

- 3 Loss of or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act. No 85 of 1976 or any similar Act operative in any of the territories to which this Policy applies;
- 4 Notwithstanding any provision of this Policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this Policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act or terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this General Exclusion 4 an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any organisation or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

If We allege that, by reason of clause 4 of this General Exclusion, loss of or damage is not covered by this policy, the burden of proving the contrary shall rest upon You.

- 5 Notwithstanding any provision of this Policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exclusion, this Policy does not cover:
 - 5.1 loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising there from;
 - 5.2 any legal liability of whatsoever nature;
 - 5.3 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

- a) 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 such date, or
- b) 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
- c) to capture, save, retain or to process any information or code due to program errors, incorrect entry or the inadvertent cancellation or corruption of data and or programs, or
- d) 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 or disruptive code, media or program 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 Your property or not.

Where the loss, damage or liability is attributable to more than one proximate cause, this Exclusion will not apply if any other such cause is an insured peril.

In the event of the mechanical breakdown of any machinery, equipment or vehicle, We will not pay for the replacement or repair or modification of any part of the computer equipment causing the event but We will pay for any resultant loss, damage or liability covered under the policy.

- 6 for loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 7 for consequential loss or damage except as specifically provided.
- 8 for loss or damage as a direct or indirect result of theft by false pretences or fraud.
- 9 for the carriage of any load of passengers exceeding that load or number of passengers for which the insured vehicle was originally manufactured or licenced to carry.
- 10 for wear and tear, corrosion, rust, depreciation, and the action of light or atmospheric conditions.
- 11 If any item insured in terms of this policy is stolen property, whether or not You were aware of the fact the item was stolen.
- 12 whilst the insured vehicle is :
 - 12.1 being driven by You or any other person who to Your knowledge is not fully licensed to drive such vehicle. This exception shall not apply to a learner driver accompanied by a fully licensed driver;
 - 12.2 being driven by You or any other person who to Your knowledge is under the influence of alcohol or drugs, or whilst the concentration of alcohol exceeds the statutory limit;
 - 12.3 driven by any person who to Your knowledge is in possession of a licence that has been endorsed or cancelled or who has been convicted of negligent or reckless driving within a period of 3 (three) years prior to the date of the accident;
 - 12.4 being used for hiring, carriage of passengers for hire or reward, racing, speed or other contests, rallies or trials;
 - 12.4.1 being used on any type of racing track or circuit (whether an organized event or not),
 - 12.4.2 being used to carry explosives of any nature
 - 12.4.3 used in connection with the motor trade save for servicing and repair,
 - 12.4.4 a goods or utility type vehicle being used to carry goods for business or professional purpose
 - 12.5 in a condition, which does not comply with the provisions and regulations of The Road Traffic Act of the Republic of South Africa, or any similar legislation, which applies to the territorial limits, referred to in General Condition 20.
- 13 for any claim arising out of contractual liability.
- 14 for any repairs made without Our prior written approval.

SASRIA LIMITED COVER (Previously South African Special Risks Association)

SASRIA cover is automatically included in respect of the following Sections:

Motor

SASRIA cover is not included on Personal Accident cover.

SECTION 1a VEHICLE INSURANCE

COVER PROVIDED

1 INDEMNITY TO YOU LOSS OF OR DAMAGE TO THE VEHICLE

- 1.1 If the insured vehicle and/or its permanently fitted accessories therein or thereon as specified on The Schedule is lost or damaged, We will at Our option indemnify You by:
 - 1.1.1 paying for its repair or replacement or
 - 1.1.2 paying the amount of the loss or damage

- 1.2 The maximum amount payable by Us will be the Reasonable Retail Value or the Vehicle Sum Insured as stated in The Schedule which ever is the lesser, after deduction of the excesses. Retail value means the retail value as described in the "Auto Dealers Guide by Mead and McGrouther", and adjusted according to the kilometer and condition chart contained in the Guide. Where the particular make and model of the insured vehicle are not reflected in the "Auto Dealers Guide" then the average value given for the insured vehicle by 3 (three) independent motor industry sources of Our choice will be used as the Reasonable Retail Value of the insured vehicle.

TOTAL LOSS OF NEW VEHICLES

- 1.3 If you are the first registered owner of a new vehicle and within one year of the date of first use as new or of the date of first registration as new or within one year of the date of first use or within one year of the date of commencement of insurance, only the earliest date being applicable, such insured vehicle is:
- 1.3.1 stolen or lost and not recovered,
- 1.3.2 damaged to the extent that repairs will cost more than 70% (seventy percent) of the current new list price including VAT at the date the damage or theft occurred.

We will pay the cost of purchasing a new vehicle of the same or similar make and model to the insured vehicle up to the Sum Insured as stated in The Schedule, less the applicable excesses.

2 CREDIT AGREEMENT

If the insured vehicle is the subject of a credit or similar agreement at the time of the loss then We shall be entitled to apply any amount payable first to discharge the debt under the agreement.

EXTENTIONS

3 MALICIOUS DAMAGE

We will cover loss of or damage directly occasioned by or through or in consequence of the deliberate or willful or wanton act of any person committed with the intention of causing such loss or damage but excluding loss or damages caused by or arising from theft or any attempt thereat, such claim to dealt with in terms of 1 Indemnity to You above.

4 WINDSCREEN

- 4.1 The first windscreen / broken motor glass claim made against the policy will not count as a claim for the purpose of premium rating.
- 4.2 Damage to headlamp glass is included under this extension.

5 COST OF PROTECTION AND REMOVAL AND DELIVERY

We will pay the reasonable costs necessary, following any insured loss or damage, of protecting the insured vehicle and removing it to the nearest competent repairer. We will also pay the reasonable cost necessary to deliver to You at Your risk address the repaired vehicle.

6 KEYS AND LOCKS

We will pay for the reasonable and necessary costs of repair or replacement of any keys or locks for the insured vehicle being lost or damaged up to the limit stated in The Schedule.

7 AIR FREIGHT REPLACEMENT

We will extend cover to include the cost of air freighting/importing of replacement parts (excluding such parts relating to loss of or damage to sound equipment or glass). This cover will be limited to R 5,000.00.

8 CAR HIRE

In the event of a claim incurred as a direct result of any insured loss or damage sustained to the insured vehicle We will pay for the hire of a car for You PROVIDED THAT:

- 8.1 the order for the hire of the car must be arranged by Us;
- 8.2 the car hired for You will have an engine capacity not exceeding 1 600 cm³
- 8.3 the hire is on an unlimited mileage basis but will exclude the cost of fuel and or lubricants;
- 8.4 the period of the hire shall:
- 8.4.1 start not later than 30 (thirty) days following the date of the loss,
- 8.4.2 end on the day following repossession of the insured vehicle or after any repairs necessary as a result of the loss have been effected or 30 (thirty) days after the start of the period of hire whichever is sooner.
- 8.5 Any cost of hire exceeding that stated in 8.4.2 above will be for Your account unless authorized by Us.
- 8.6 We shall not be liable to pay for car hire expenses incurred as a direct result of loss of or damage to window, headlamp glass, locks and keys or sound equipment.

SPECIAL EXCLUSIONS - SECTION 1a VEHICLE INSURANCE

1 LOSS OF OR DAMAGE TO THE VEHICLE

WE WILL NOT BE LIABLE FOR:

- 1.1 damage to the engine or wheels (tyre and rim) except as a result of an accident causing other damage;
- 1.2 wear and tear, depreciation, electrical or mechanical breakdown, failure or breakages and loss or damage caused thereby;
- 1.3 loss of or damage to any sound equipment unless specified on The Schedule;
- 1.4 consequential loss or damage from any cause whatsoever;
- 1.5 depreciation which shall mean diminution in value howsoever arising including diminution in value of the insured vehicle consequent upon it having sustained damaged insured under this policy and continuing after the repair of such damage.

OPTIONAL EXTENSIONS OF COVER

(If stated on The Schedule)

1 CREDIT SHORTFALL

Should the insured vehicle which is the subject of a current credit or similar agreement be:

- 1.1 stolen and not recovered; or
- 1.2 damaged to the extent that the repair of the insured vehicle is not economically possible;
- 1.3 the amount payable by Us will be:
 - 1.3.1 the cover provided as per "Indemnity to You" (see Section 1a -Vehicle Insurance)
plus
 - 1.3.2 finance charges excluding any residual amount recorded in the said agreement calculated to the month in which the claim is settled;
less
 - 1.3.2.1 all instalments or rentals received by the owner or lesser;
 - 1.3.2.2 any arrears or instalments or rentals including interest thereon;
 - 1.3.2.3 all refund of Premiums for cancellation of any insurance cover relating to the insured vehicle;
 - 1.3.2.4 all other refunds or recoveries obtainable by the owner or lessor;
provided that the amount shall not exceed the Maximum Indemnity stated in The Schedule less the first amount payable.

SECTION 1b - LIABILITY TO THIRD PARTIES

COVER PROVIDED

LIABILITY TO THIRD PARTIES

- 1 We will, subject to the limit of indemnity stated in The Schedule indemnify You against legal liability for the payment of damages, legal costs and other expenses incurred with Our consent in consequence of:
 - 1.1 death of or bodily injury to any person;
 - 1.2 damage to property; resulting from an accident caused by or in connection with the insured vehicle, or trailer, caravan or car (not being towed for reward) attached to it, specified on The Schedule.
- 2 We will similarly indemnify any person permitted by You to use the insured vehicle subject to the terms, exceptions and conditions of the Policy as far as they can apply provided that such person:
 - 2.1 has never been refused insurance or any continuance thereof;
 - 2.2 is not entitled to indemnity under any other policy;
 - 2.3 complies with all the terms and conditions of the policy.
- 3 We will indemnify You personally as set out in 1 above while driving a private type motor car not:
 - 3.1 Owned by You;
 - 3.2 Being purchased leased or hired by You under a credit or similar agreement.
- 4 We will indemnify You as set out in 1 above for liability consequent on fire or explosion and passenger liability subject to the limit stated.
- 5 We may but are not obliged to arrange for representation at any inquiry into death and/or the defence of criminal proceedings arising from any act related to an Identifiable occurrence

Our limit of liability in terms of SECTION 1B inclusive of all legal costs and other expenses will not exceed R10 000 000 (ten million rand) whatsoever.

Special Exceptions - SECTION 1 b LIABILITY TO THIRD PARTIES

1. WE WILL NOT BE LIABLE FOR:
 - 1.1 death of or injury to:
 - 1.1.1 any person being a member of Your household;
 - 1.1.2 any person being in Your employ, if such death or injury arises out of or in the course of such employment;
 - 1.1.3 any person being carried in or on any caravan or trailer attached to the insured vehicle, or in or on the open portion of a goods carrying vehicle;
 - 1.1.4 death of or injury to any person getting in, on, off or onto the insured vehicle if the vehicle is a trailer or caravan;
 - 1.1.5 any fare paying passenger.
 - 1.2 damage to property:
 - 1.2.1 belonging to or held in trust by or in the custody or control of You or any member of Your household;
 - 1.2.2 being carried in the caravan or trailer attached to the insured vehicle.
 - 1.3 any damages, costs or expenses that are covered by any relevant compulsory motor vehicle insurance legislation.

SECTION 2 - SOUND EQUIPMENT

COVER PROVIDED

INDEMNITY TO YOU

We will indemnify You in respect of sound equipment up to the amount stated in The Schedule, following loss of or damage to the

sound equipment by any cause. We will pay for, or may choose to repair or replace the sound equipment with the same or similar make and model, but subject always to the relevant limit of indemnity and applicable excess stated in The Schedule.

SPECIAL EXCLUSIONS - Section 2 Sound Equipment

WE WILL NOT BE LIABLE FOR:

- 1 cassette tapes, compact discs, car phones or cellular phones;
- 2 wear, tear, rust, any gradual deterioration or depreciation;
- 3 electrical or mechanical breakdown not accompanied by other damage.

SECTION 3 PERSONAL ACCIDENT

If during the Period of Insurance You or any occupant of the insured vehicle described in The Schedule sustains Bodily Injury which solely and independently of all other causes results, within twelve calendar months of the injury, in any of the circumstances set out below, We agree to pay to You up to the maximum limit stated in The Schedule, less any applicable excess. We further agree to pay to You up to the amount of compensation specified in The Schedule for Trauma Counselling as a result of an occurrence described in "Trauma Counselling" below.

Definitions

Bodily Injury means an identifiable physical injury which is sustained during the Period of Insurance whilst alighting onto and dismounting from and travelling in the insured vehicle; is caused by an Accident, and solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the Death within 12 months from the date of the Accident.

Accident: means a sudden, unexpected external occurrence occurring whilst operating, driving, travelling in, boarding or alighting the insured vehicle and which occurs at an identifiable time and place during the Period of Insurance. For the purpose of this Insurance, Bodily Injury resulting from Hijack or attempted Hijack of the insured vehicle shall be included.

Medical Expenses: means all reasonable expenses necessarily incurred within 12 calendar months of the date of the Accident for medical, surgical, dental, ophthalmic and hospital treatment and emergency transportation connected therewith.

Death Expenses: means expenses reasonably and necessarily incurred in respect of funeral or cremation costs, including the cost of funeral stonework and urns, up to the maximum limit stated in The Schedule.

Trauma Counselling: means that in the event of any occupant of the insured vehicle being the victim of an act of a motor vehicle hijack and/or attempt thereof by a person or persons unknown to such occupant, and being traumatised to the extent that professional counselling is recommended, We will reimburse the reasonable and necessary expenses of counselling fees incurred up to a maximum of R250 per visit but not exceeding the amount stated in The Schedule.

OR

That in the event of an occupant of the insured vehicle being involved in a motor vehicle accident in which fatalities are involved and being traumatised to the extent that a professional counselling is recommended, We will reimburse the reasonable and necessary expenses of counselling fees incurred up to a maximum of R250 per visit but not exceeding the maximum limit stated in The Schedule.

Professional Counselling: means psychological or psychiatric counselling by professional persons registered with the South African Medical and Dental Council, excluding any counselling provided by any immediate family member.

Hijack: means an unlawful act of deadly force or threat thereof on the Insured Person and the violent theft or attempted theft of the insured vehicle whilst the Insured Persons are in or about the insured vehicle.

SPECIAL EXCLUSIONS - Section 3 Personal Accident

We will not pay compensation in respect of an injury or death which is:

- 1 caused by an existing physical defect or other infirmity of the Occupant of the vehicle.
- 2 wilful exposure to danger (except in an attempt to save human life), intentional self inflicted injury, suicide or attempt thereof.
- 3 due to mental and or nervous disorders, or any like condition arising from or attributable to stress or stress-related conditions.
- 4 directly or indirectly arising out of venereal disease or Acquired Immune Deficiency Syndrome (AIDS) or Aids related complex (ARC) howsoever this syndrome has been acquired, or may be named.
- 5 whilst You or any Occupant are participating in any activities for which he may be prosecuted in terms of Act 51 of 1977 (Criminal Procedures Act) any benefit due hereunder in respect of such claim shall be forfeited.

PROVISO: All cover in respect of any occupant shall cease following such occupant's 75th birthday.

SPECIAL CONDITIONS - Section 3 Personal Accident

- 1 Claims Notification
 - 1.1 Notice must be given to Us in writing as soon as possible of any occurrence which may give rise to a claim under this Policy, but in any event within 60 days of such occurrence failing which the claim will prescribe.
 - 1.2 You or any occupant shall submit to medical examination on behalf of and at Our expense as often as shall be required in

connection with any claim.

- 1.3 Qualified medical advice shall be sought and followed promptly in the event of Bodily Injury and We shall not be liable for that part of any claim which in the opinion of Our medical advisor arises from the unreasonable or willful neglect or failure of You or any occupant to seek and remain under the care of a qualified member of the medical profession.