



FBC Insurance

strength • diversity • service

MOTOR VEHICLE POLICY 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.
- 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 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 or driver of the insured vehicle.
- 0.7 The Legislation is the Road Traffic Act of Zimbabwe Chapter 13:11 as amended.

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 alternations 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.

It is a condition that this insurance shall only come into effect following payment of the premium by you and receipt thereof by or on our behalf.

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 that we do not exercise 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 vehicle 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 vehicle 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.

Signed for and on behalf of the Insurer

Date.....

PLEASE READ YOUR POLICY AND SCHEDULE CAREFULLY AND LET US KNOW IF ANY CHANGES ARE NECESSARY

CLAIMS PROCEDURE

All policies of insurance contain conditions regarding claims procedure which set out the Insured's rights and duties as well as the Insurer's 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 as soon as reasonably possible but in any event within 30 days of any incident which may result in a claim.
2. Please ensure all claim forms are fully completed and returned to the Insurer immediately together with a photocopy of the drivers licence. Thereafter, three quotations for repairs, a Police Report and any other relevant documents substantiating the loss should be forwarded to the Insurer as soon as possible.
3. Failure to lodge claims within thirty (30) 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 your insurance company 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 and obtain a copy of the police report.
8. You may give instructions for repairs to be carried out without the previous consent of the Insurer 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 the Insurer.

LIABILITY

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

SCHEDULE OF POLICY LIMITS

1. Section 1

Unspecified Car Radios	5 % of Insured Value of the vehicle
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Extensions of Cover

1. Recovery and Redelivery Limit	2% of Sum Insured
2. Unauthorised Repair Limit	2% of Sum Insured

2. Section 2

Extensions Of Cover – Legal Fees in defence of criminal proceedings against the driver, maximum amount payable for legal practitioners not nominated by the Insurer	2% of Sum Insured
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Limits of Liability

(applicable to – Liability to Third Parties) {Paragraphs 1 – 2}

Property Damage Limit (Specific Limitation 1(i))
 Bodily Injury or Death Limit (Specific Limitation 1(ii))
 Passenger Liability (Specific Limitation 2)

	US\$ 20 000.00
	US\$ 20 000.00
	US\$ 1 000.00 per passenger US\$ 10,000 per event

3. Section 3

Medical Expenses (Extension of Cover 1 A)	
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Unauthorised Passengers	US\$ 5 000.00
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4. Section 6

Contingent Liability (Endorsement 6)	
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	US\$ 1 000 per passenger US\$ 5.000 per event
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	US\$ 1 000.00
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FIRST AMOUNT PAYABLE Applicable after the application of Average

(a) In respect of MOTOR CARS

1. First Amount Payable – All Claims (other than vehicle sound reproduction equipment)

1.1 Windscreen contribution 33.33%

1.2 For every occurrence (or series of occurrences arising from one event) giving rise to a claim where:

The vehicle is damaged	3% of Value	Total Loss
	10% of Loss	Partial Loss

Or

The vehicle is uneconomical to repair or is stolen or hijacked	3% of	Sum Insured
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1.3 Any other amount to be borne by yourself As stated in the Schedule of Vehicles

2. Additional First Amount Payable

2.1 If damage occurs while any private insured vehicle:

2.2.1 is being driven by a person under 21 years of age add 3% of the Sum Insured

2.2.2 where the driver has not held a full driver's licence for a minimum add 3% of the Sum Insured period of 60 months

2.2.3 is outside Zimbabwe add 5% of the Sum Insured

2.2.4 is being driven by any person (other than the Insured or Spouse, or his / her own children aged over 22 or named driver) add 3% of the Sum Insured

2.3 For every occurrence giving rise to a claim occurring during the first 60 days add 3% of the loss or damage from the inception of the Policy

All First Amounts Payable above are cumulative except 2.1.3 which is not cumulative with 1.

3. First Amount Payable – Vehicle Sound Reproduction Equipment

For any type of vehicle radio, tape deck, compact disc player and ancillary equipment fitted to the insured vehicle, stolen 25% of the agreed loss (Min 1% of Sum Insured)

4. For any part(s) or accessory(ies) stolen 25% of the agreed loss (Min 1% of Sum Insured)

(b) In respect of MOTOR CYCLES

(i) 5% of the insured value of the motor cycle

(ii) whilst the motor cycle is being driven by any person who is learning to drive you shall be responsible for the first 10% of the agreed loss in respect of each and every occurrence in addition to any other amount for which you are responsible in terms of this Policy.

(c) In respect of TRAILERS

5% of the insured value of the trailer.

(d) In respect of any OTHER VEHICLES

1. First Amount Payable – All Claims

1.1 For every occurrence (or series of occurrences arising from one event) giving rise to a claim where:

(a) the vehicle is damaged	5% of the Sum Insured or 10% of the agreed loss (min 2% of Sum Insured)
(b) the vehicle is uneconomical to repair or is stolen or hijacked	5% of the Insured Value of vehicle
1.2 Any other amount to be borne by yourself	as stated in the Schedule
2. Additional First Amount Payable	
2.1 If damage occurs while any commercial insured vehicle:	
2.1.1 is being driven by a person under 25 years of age	Add 3% of the Sum Insured
2.1.2 where the driver has not held a full driver's licence for a minimum period of 60 months	Add 3% of the Sum Insured
2.1.3 is outside Zimbabwe	add 10% of the Sum Insured
All first Amounts Payable above are cumulative except 2.1.3 which is not cumulative with 1.	
3. First Amount Payable – Vehicle Sound Reproduction Equipment	
For any type of vehicle, radio, tape deck, compact disc player and ancillary equipment fitted to the insured vehicle, stolen	25% of the agreed loss
4. For any part(s) or accessory(ies) stolen	25% of the agreed loss

If more than one vehicle is insured by the Policy the above provisions shall apply as though a separate Policy has been issued in respect of each vehicle.

GENERAL TERMS 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 (h) 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) 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;
- (h) any attempt to perform any act referred to in clauses (a) to (h) above;
- (i) 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 Insurer alleges 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.

liable to pay as compensation in respect of bodily injury and/or loss or damage to property.

- (d) In the event that we 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 twelve 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 Drivers 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.

3.5 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.

3.6 Currency

All sums of money mentioned in the Policy are in the currency reflected on the Schedule attached to this Policy.

3.7 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.

3.8 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 for 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.

3.9 Rights of Others

Unless otherwise expressly stated by endorsement hereon nothing contained herein shall give any rights against us to any 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 will 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 or 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 Sections 1 2 3 or 4 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

You will take all reasonable steps to safeguard from loss or damage and maintain in efficient condition any motor vehicle described in the Schedule and we shall have at all times free access to examine such vehicle or any part thereof or to interview any driver or employee of yours. 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 your 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 Section shall be voidable in the event of the breach of any condition or warranty but only in respect of such Section 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 Sections of the Policy.

3.16 Average Condition

Average Condition applicable to Section 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 as stated in the Schedule (hereinafter referred to as the Sum Insured) 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 Sum Insured bears to the pre-accident Market Value. Our maximum liability shall in no case exceed the Sum Insured or the Market Value whichever is the lesser.

If however the estimated repair costs exceed 70% of the Sum Insured this Average Condition will not apply. In which event our maximum liability shall be the Sum Insured and the damaged vehicle will be taken over by us and dealt with as scrap. However you will be given the option of retaining the

damaged vehicle on payment to us of 30% of the 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 Industry Association of Zimbabwe (or any successor thereto) whose valuation shall be final and binding on both of us and will not be subject to appeal.

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 Section 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.

SECTION 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 SECTION 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 Insured 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.
- (f) Consequential loss of any kind.

EXTENSIONS OF COVER TO SECTION 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 the limits specified in the Schedule of Policy Limits and Excesses.

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 and Excesses 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.

SECTION 2 – LIABILITY TO THIRD PARTIES

COVER PROVIDED 1. INDEMNITY TO INSURED

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 other than 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 in your employment arising out of and in the course of such employment
- (ii) damage to property other than
 - (a) property belonging to yourself 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 Section 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 your order or with your permission.

Provided that such person

- (a) is not entitled to indemnity under any other Policy
- (b) is the holder of a driving or learners licence valid in Zimbabwe
- (c) 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 be a Policy for all purposes of the Legislation.

Provided that:

- (i) in the event of us being required to make any payment under this Policy in respect of your liability or the liability of 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 SECTION 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 their 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 and Excesses 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 the Insured is 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 business partner.

SPECIFIC LIMITATIONS TO SECTION 2

1. **LIMITS OF LIABILITY**

(i) **Property Damage**

Our liability under this Section in respect of "damage to property" is limited to the sum specified in the Schedule of Policy Limits and Excesses 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**

Our liability under this Section in respect of "injuries to persons" is limited to the sum specified in the Schedule of Policy Limits and Excesses 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 Section 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 described in the Schedule (excluding those with Laid Up cover only) 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 SECTION 2

We shall not be liable for:

1. VIBRATION

Damage to any viaduct bridge or weighbridge or to any road and or anything beneath by vibration or by the mass of any vehicle or load carried by such vehicle.

2. POLLUTION

Pollution, Contamination or Environmental Impairment (including costs or charges relating to clean up as well as any fines or penalties imposed by law) due to or caused by or arising from or out of the discharge, dumping, releasing or escape whether accidental or otherwise of substances or material (whether hazardous or non-hazardous) that is transported or from any vehicle owned operated or leased by you or on your behalf.

SECTION 3 – EXTENSIONS OF COVER

1. NON-POLITICAL RIOT & STRIKE

The words riot and strike are hereby deleted from General Exception 2.1(a).

Subject to the terms exceptions and conditions contained herein we agree to indemnify against injury loss damage or liability directly related to or caused by or arising from one or more of the following occurrences:

- (i) the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a labour disturbance, strike or lock-out or not) not being an occurrence mentioned in General Exception 2.
- (ii) the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out:
- (iii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses (i) or (ii) above.

Specific Conditions

1. Cancellation

- (a) This extension may be cancelled at any time on notice to that effect being given you but no refund premium will be allowed unless your interest in the insured property ceases.
- (b) This extension may be cancelled by us at any time on notice to that effect being given through the media and you shall be deemed to have received such notice on the date of publication to be followed by the issue of a formal endorsement refunding a rateable proportion of the premium for the remainder of the period of insurance from the date of cancellation.

- 2. If the Policy cover is stated in the Schedule to be "third party" the words "loss damage" wherever they appear are deemed to be deleted

2. 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 specified in the Schedule of Policy Limits and Excesses 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 but subject to a contribution by you of an amount equal to 33.333% of the cost of reinstatement.

3. 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 that specified in the appropriate legislation)

A. Unauthorised Passenger Cover

This Policy extends to cover the Insured against 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 and Excesses.

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 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 (not exceeding 30 consecutive days) 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 Section 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.

SECTION 4 – OTHER CLAUSES

1. DESCRIPTION OF USE

Description of Use (as shown in the Schedule).

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

Class 2 – Social domestic pleasure and 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* of inflammables 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 Section 1 solely for loss or damage resulting from fire self-ignition lightning 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” Section 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 Section 1 solely for loss or damage resulting from fire lightning 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 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.

SECTION 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 Section 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.

SECTION 6 – 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 the Insured in terms of Section 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 Section 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 Section 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.
4. **Passengers on Motor Cycles** Special Exception 1.2(e) of Section 5 is cancelled. 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.
5. **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 4th 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 Policy 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.
6. **Contingent Liability Extension** The indemnity granted under Section 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) Exception (i) (a) of Paragraph 1 of Section 2 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.

MOTOR VEHICLE POLICY SCHEDULE

Policy Number:	Agency:																								
The Insurer:																									
The Insured:																									
Postal Address:																									
The Business: and no other for the purposes of this insurance																									
Period of Insurance: (a) From: _____ To: _____ (Both dates inclusive) (b) Any subsequent period for which the Insurer agrees to accept payment for the renewal of this Policy. Renewal Date: _____																									
Currency:																									
First Premium:	Renewal Premium:																								
Stamp Duty:	Stamp Duty:																								
Date of Proposal and Declaration:																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Type Insured</th> <th style="text-align: left;">Registration No. Cover Provided</th> <th style="text-align: left;">Engine No.</th> <th style="text-align: left;">Chassis No.</th> <th style="text-align: left;">Carrying Capacity</th> <th style="text-align: left;">Sum</th> </tr> </thead> <tbody> <tr> <td colspan="6" style="height: 20px;"> </td> </tr> <tr> <td colspan="6" style="height: 20px;"> </td> </tr> <tr> <td colspan="6" style="height: 20px;"> </td> </tr> </tbody> </table>		Type Insured	Registration No. Cover Provided	Engine No.	Chassis No.	Carrying Capacity	Sum																		
Type Insured	Registration No. Cover Provided	Engine No.	Chassis No.	Carrying Capacity	Sum																				
Additional Excess: Voluntary \$..... Compulsory \$..... Description of Use (Section 4): Class 1 Yes/No Class 2 Yes/No Class 3 Yes/No Endorsements applicable Section 6.1 Named Drivers Yes/No If Yes persons 6.2 Trailers Yes/No 6.3 Unlicensed Driver Yes/No 6.4 Motor Cycle Passengers Yes/No 6.5 Loss of Use Yes/No 6.6 Contingent Liability Yes/No																									