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## **MOTOR INSURANCE POLICY**

### **Introduction**

This policy and the schedule is a contract between NICOZDIAMOND INSURANCE LIMITED {the company} and the insured named in the schedule .Any proposal and declaration made by or on behalf of the insured shall be the basis of this contract .The insured having paid premium for such insurance in respect of loss or damage occurring during the period of insurance, the company will indemnify the insured, subject to the terms exceptions and conditions of the policy, for such loss or damage up to the sums insured or limits of liability as stated in the policy .

Branch Address:

Signed for the Insurer:

Please check this document and let us know if any amendment is necessary

### **Sub-section A Loss or damage**

#### **Defined events**

Loss of or damage to any vehicle described in the schedule and its accessories and spare parts whilst thereon. In addition, if such vehicle is disabled by reasons of any loss or damage insured hereby, the company will pay the reasonable cost of protection and removal to the nearest repairers and the insured may give instructions for repairs to be executed without the previous consent of the company to the extent of but not exceeding 1% of the sum insured, provided that a detailed estimate is first obtained and immediately forwarded to the company. The company will also pay the reasonable cost of delivery to the insured, after repair of such loss or damage, not

exceeding the reasonable cost of transport to the permanent address of the Insured in Zimbabwe, Namibia, Botswana, Lesotho, Swaziland, Zambia, South Africa, Malawi and Mozambique.

provided that

1. the limit of indemnity for each type of vehicle is as stated in the schedule and shall be the maximum amount payable by the company in respect of such loss or damage, but shall not exceed the reasonable market value of the vehicle and its accessories and spare parts at the time of such loss or damage
2. the company may, at its own option, repair, reinstate or replace such vehicle or any part thereof and/or its accessories and 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 its accessories and/or spare parts at the time of such loss or damage
3. if, to the knowledge of the company, the vehicle is the subject of a suspensive sale or similar agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the company in respect of such loss or damage
4. in respect of each and every occurrence giving rise to a claim under this sub-section, the insured shall be responsible for the first amounts payable stated in the schedule (according to the type of vehicle) of any expenditure (or any less expenditure which may be incurred) for which provision is made under this sub-section (including any payment in respect of costs, expenses and fees), and of any expenditure by the company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the company shall include any first amount payable for which the insured is responsible, such amount shall be paid by the insured to the company forthwith
5. the company shall not be liable for more than 1% of the sum insured on the vehicle unless a limit is stated in the schedule (after deduction of the first amounts payable) in respect of the theft or attempted theft of radios, tape players car telephones and similar equipment not supplied by the manufacturers of the vehicle when new, unless such items are specified to be insured.

## **Exceptions to sub-section A -**

The company shall not be liable to pay for

- (a) consequential loss as a result of any cause whatsoever, depreciation in value whether arising from repairs following a defined event or otherwise, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages
- (b) damage to tyres by application of brakes or by road punctures, cuts or bursts
- (c) damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities
- (d) detention, confiscation or requisition by customs or other officials or authorities.
- (e) Theft of parts and accessories of a motorcycle unless the motorcycle is stolen at the same time.

## **Specific Condition to Section A**

### **A AVERAGE CONDITION**

- (a) 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, the insured's estimate of value as stated in the declaration provided by the insured and the Inflation Provision, if insured (hereinafter referred to as the Total Declared Value) is less than the pre-accident Market Value (as defined) then the liability of the company for such loss or damage will be reduced in the same proportion as the Total Declared Value bears to the pre-accident Market value. The maximum liability of the company shall in no case exceed the Total Declared value or the Market Value whichever is the less.

If however the estimated repair costs exceed 70% of the Total Declared Value this Average Condition will not apply. In which event the maximum liability of the company shall be the Total Declared Value and damaged vehicle will become the property of the Company. However the insured will be given the

option of retaining the damaged vehicle on payment to the Company of 30% of the Total Declared Value of the vehicle.

If the Insured purchases, hirers or leases an additional vehicle such vehicle shall be declared to the Company as soon as reasonably practical and until such declaration is received paragraph one of this Condition shall not apply to such vehicle.

However the maximum liability of the Company shall be the Market Value of such vehicle or the Own Damage Limit stated in the Schedule whichever is less. For the purpose of paragraph two the words "Total Declared Value" shall be replaced by the words "Market Value"

## **B Definitions**

- (a) **Market Value**  
The current Market value of the insured vehicle taking 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 that the Company and the Insured are not able to agree on the Market Value the same shall be referred to an agreed registered member of the Motor Trade Association whose valuation shall be final and binding on both parties and will not be subject to appeal.
- (b) **Own Damage Limit/Automatic Cover Limit**  
The limit of liability set in the schedule shall be the maximum amount payable in respect of the total loss of any new vehicle acquisition before it is declared to the company. The Automatic cover limit applies to new vehicles only before they are registered and in no case shall cover continue to apply to such vehicle if it remains undeclared to the company for a period exceeding 14 days after such registration or change of ownership

## **Sub-section B Liability to third parties**

### **Defined events**

Any accident caused by or through or in connection with any vehicle described in the schedule or in connection with the loading and/or unloading of such vehicle in respect of which the insured and/or any passenger becomes legally liable to pay all sums including claimant's costs and expenses in respect of:

- (i) death of or bodily injury to any person, but excluding death of or bodily injury to any person in the employ of the insured arising from and in the course of such employment or being a member of the same household as the insured -
- (ii) damage to property other than property belonging to the insured or held in trust by or in the custody or control of the insured or being conveyed by, loaded onto or unloaded from such vehicle.

The company will also, in terms of and subject to the limitations of and for the purposes of this sub-section,

1. pay all costs and expenses incurred with their written consent, and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this sub-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 sub-section, provided that the total of the company's liability under both this extension and sub-section B shall not exceed the limit of indemnity stated to apply to -sub-section 6
2. indemnify any person who is driving or using such vehicle on the insured's order or with the insured's permission provided that
  - (a) such person shall, as though he were the insured, observe, fulfil and be subject to the terms, exceptions and conditions of this insurance in so far as they can apply
  - (b) such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer
  - (c) indemnity shall not apply in respect of claims made by any member of the same household as such person
  - (d) such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder.
3. indemnify the insured while personally driving or using any private type motor car not belonging to him

and not leased or hired to him under a lease or suspensive sale agreement, provided the insured is an individual and has insured hereunder a vehicle described under definition (a) or (b) and provided the company shall not be liable for damage to the vehicle being driven or used

4. indemnify the insured in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer), provided the company shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

### **Extensions to sub-section B**

The company shall be liable under this sub-section in respect of

- (a) so much of any compensation or claim as falls within the scope of any compulsory Motor vehicle insurance enactment (Road Traffic Act 1976 of Zimbabwe or as amended).

### **Exceptions to sub-section B**

The company shall not be liable under this sub-section in respect of

- (a) death of or injury to any person being carried in or upon or entering or getting onto or alighting from a vehicle described in definition (b), (c), (d) or (e) at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1500kg)
- (b) liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant. This exclusion shall not apply to forklift trucks.

### **Limits of indemnity**

Unless otherwise stated, the liability of the company under this sub-section in respect of anyone occurrence shall not exceed the limits of indemnity as stated in the schedule. If no limit is stated against an item then it means the item concerned is not covered.

## **Sub-section C            Medical expenses**

### **Defined events**

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external and visible means, the company will pay to the insured the medical expenses incurred as a result of such injury up to 0.5% of the vehicle sum insured per injured occupant but not exceeding 5% of the vehicle sum insured in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

The amount payable under this sub-section shall be reduced by any amount recoverable under any workmen's compensation enactment, or similar legislation, or recoverable from medical aid societies .

The term medical expenses includes any costs incurred to free such injured occupant from such vehicle or to bring such injured occupant to a place where medical treatment can be given.

### **Defined vehicle but only if it is insured under sub-section A of this section**

1. Any private type motor car or motorised caravan
2. Any other type of insured vehicle other than a bus or taxi

### **Specified part of vehicle in which the injury must occur**

- Anywhere inside the vehicle with a hard roof
- The permanently enclosed passenger carrying compartment

## **Definitions**

### **1. Occurrence**

The term occurrence shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance.

## 2. Vehicle

The term vehicle shall mean

- (a) private type motor cars (including station wagons, safari vans, estate cars and the like or similar vehicles designed to seat not more than 9 persons including the driver)
- (b) commercial vehicles and special type vehicles as described in the schedule
- (c) motor cycles (including motor scooters and 3-wheeled vehicles)
- (d) buses (including any vehicle used for business purposes and designed to seat more than 9 persons, including the driver)
- (e) trailers, i.e. any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle, but excluding any parts or accessories not permanently fitted thereto any such vehicle being owned by or hired or leased to the insured, including any such vehicle temporarily operated by the insured as replacement for any vehicle out of use for the purpose of overhaul, upkeep and/or repair provided that the insurer's maximum liability shall not exceed the lesser of the market value of the replacement vehicle or the limit of indemnity of the replaced vehicle as stated in the schedule.

## Extensions

### 1. Contingent liability extension (if stated in the schedule to be included)

The indemnity under sub-section B includes claims made against

- (a) the insured in the event of an accident arising in the course of the business and caused by or through or in connection with any Motor vehicle not the property of or provided by the insured, while being used by any partner or director or employee of the insured (hereinafter in this extension referred to as such person)
- (b) any such person in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not belonging to him or to the insured or leased or hired by either of them, but only in so far as such person has not been refused any motor insurance or continuance thereof by any insurer provided that
  - (i) all the words in (b) of the exceptions to sub-section B are deleted
  - (ii) the company shall not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in (a) and (b) above
  - (iii) the payment by the insured of subsidies or travelling allowances to such person for the use of his own vehicle for official purposes of the insured, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this extension
  - (iv) if, at the time of the occurrence of any accident giving rise to a claim under this extension, the insured or such person is entitled to indemnity under any other policy in respect of the same occurrence, the company shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy
  - (v) the terms exceptions and conditions of the policy shall otherwise apply.

### 2. Passenger liability extension (if stated in the schedule to be included)

Exception (b) to sub-section B shall not apply to vehicles described in definition (b), other than special types, or in definitions (c), (d) or (e). The limit of indemnity for any one occurrence shall not exceed the amount stated in the schedule.

### 3. Unauthorised passenger liability extension (if stated in the schedule to be included)

The indemnity under sub-section B, notwithstanding exception (b) thereto, extends to cover the insured's legal liability for death of or bodily injury to persons while being carried in or upon or entering

or getting onto or alighting from any vehicle in contravention of the insured's instructions to their driver not to carry passengers. The limit of indemnity for any one occurrence shall not exceed the amount stated in the schedule.

**4 Parking facilities and movement of third party vehicles extension** (if stated in the schedule to be included)

This section extends to indemnify the insured in respect of accidents caused by or through or in connection with the moving of any vehicle (not owned or borrowed by or hired or leased to the insured) by any person in the employment of the insured or acting on the insured's behalf, provided always that such vehicle was being moved

- (a) with the authority of any tenant, customer or visitor of the insured or
- (b) in connection with the insured's parking arrangements or
- (c) to facilitate the carrying out of the insured's business,

and provided further that this extension shall not apply in respect of damage to vehicles which are parked for reward.

For the purpose of this extension, such vehicle (and its contents) shall not be deemed to be held in trust by, or in the custody or control of, the insured.

**5 Windscreen extension** (if stated in the schedule to be included)

The provisions of this section relating to 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

- (a) no other damage has been caused to the vehicle giving rise to a claim under the policy
- (b) the insured shall be responsible for the first amount payable (applicable to glass) stated in the schedule of each and every loss.

**6. Waiver of subrogation rights** (if stated in the schedule as applicable)

For the purposes of this section, the company waives all rights of subrogation or action which they may have or acquire against any other person to whom the indemnity hereunder applies, and each such person shall observe, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this insurance in so far as they can apply.

**7. 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.

**8. Non-Political Riot and strike extension** (if stated in the schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of:

- (i) civil commotion, labour disturbances, riot, strike or lockout;
- (ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above;

provided that this extension does not cover:

- (a) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- (b) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- (c) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority; .

- (d) loss or damage related to or caused by any occurrence referred to in General exception 1(A) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of provisos (a), (b), (c), or (d), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

9. **Loss of keys extension** (if stated in the schedule to be included)

The company will indemnify the insured in respect of the cost of replacing locks and keys, including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle, following upon the disappearance of any key or alarm controller of such vehicle or following upon the insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller, provided that

- (i) the company's liability shall not exceed, in respect of any one event, 1% of the vehicle sum insured unless a limit is stated in the schedule .

The provisions of this section relating to first amount payable shall not apply to this extension.

10. **Fire extinguishing charges extension**

Any costs (not exceeding 0.5% of the vehicle sum insured) unless a limit is stated in the schedule relating to the extinguishing or fighting of fire shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which the company may be liable in terms of this section, provided the insured is legally liable for such costs and the insured property was in danger from the fire.

11. **Wreckage removal extension** (if stated in the schedule to be included)

The cover provided under sub-section A of this section is extended to include costs and expenses incurred by the insured in respect of the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by a defined event, provided that, in addition to the limit of indemnity under sub-section A of this section, the limit of the company's liability under this extension shall not exceed, in respect of any one occurrence, 1% of the sum insured unless a limit is stated in the schedule to apply to this extension.

## **Memoranda**

1. **Premium adjustment clause** (if stated in the schedule as applicable)

If this section is issued on a non-specified vehicle basis, the insured shall submit to the company at the end of each period of insurance a declaration of the total number of vehicles owned, hired or leased at such expiry date. The company shall, upon receipt of this declaration, make a premium adjustment of 50 per cent of the annual rate per vehicle applied to the difference in the number of vehicles at inception or renewal and the number declared.

2. **War clause**

In respect of sub-sections B and C only, General exception 1 is deleted and replaced by the following: This section does not cover war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

3. **Description of use clause**

Use for social domestic and pleasure purposes and use for the business or occupation of the insured  
excluding

hiring, carriage of passengers for hire or carriage of fare paying passengers, racing speed or other contests, rallies, trials, carriage of explosives or carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry or use for any purpose in connection with the motor trade. The indemnity to the insured in connection with any vehicle shall operate while such vehicle is in the custody or control of a member of the motor trade for the purpose of its overhaul, upkeep or repair.

## Optional limitations

**Third party only limitation** (if stated in the schedule to be applicable)

Sub-sections A and C are cancelled.

**Third party, fire and theft only limitation** (if stated in the schedule to be applicable)

The liability of the company under sub-section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion or by theft or any attempt thereat. Further, sub-section C and the No-Claim Rebate provisions are cancelled,

## Specific exceptions

1. The company shall not be liable for any accident, injury, loss, damage or liability
  - (a) whilst the vehicle is being used with the general knowledge and consent of the insured otherwise than in accordance with the description of use clause
  - (b) incurred outside Zimbabwe, the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zambia, Mozambique and Malawi, but the insurers will indemnify the insured against loss of or damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit provided always that this policy shall not be deemed to be a policy of insurance in compliance with the provisions of any compulsory insurance legislation in the other territories other than Zimbabwe
  - (c) incurred while any vehicle is being driven by
    - (i) the insured while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or while not licensed to drive such vehicle .
    - (ii) any other person with the general consent of the insured who, to the insured's knowledge, is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or who is not licensed to drive such vehicle, but this shall not apply if the insured was unaware that the driver was unlicensed and the insured can prove to the satisfaction of the company that, in the normal course of his business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles.

provided that any driver shall be deemed to be licensed to drive the vehicle if he is complying with the licensing laws relating to any of the territories referred to under Specific exception (b), or if non-compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal, or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learners.

2. The company shall not be liable for any claim arising from contractual liability, unless such liability would have attached to the insured notwithstanding such contractual agreement.

## Specific condition

If, during the currency of this section, any driver's licence in favour of the insured or their authorised driver is endorsed, suspended or cancelled, or if he or they shall be charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the company immediately the insured have knowledge of such fact.

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