

MOTORCYCLE SCHEME POLICY WORDING

Underwritten by
Mutual & Federal Risk Financing Limited (MFRF)



MUTUAL & FEDERAL

risk
financing

A member of the  OLDMUTUAL Group


tradesure
YOUR BUSINESS CONTINUITY ASSURED

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SECTION 1 - POLICY GENERAL TERMS, EXCEPTIONS, CONDITIONS AND PROVISIONS

Subject to the terms, exceptions, conditions and provisions (precedent and/or otherwise), as contained herein, and in consideration of, and conditional upon, the prior payment of premium by or on behalf of the Insured and receipt thereof by and on behalf of the Insurer, the Insurer specified in the Policy Schedule agrees to indemnify or compensate the Insured at its sole discretion by replacement, reinstatement or repair in respect of the defined events occurring during the Period of Insurance and as otherwise provided under the Sections within up to the Sums Insured, Limits of Indemnity, Compensation and other amounts as specified.

Where more than one Insurer or Insurance Company participates in this insurance, the expression "Company" shall be amended to "Insurers" wherever it appears in this Policy. In the event the percentage share of each Insurer will be as expressed in the Schedule of this Policy, shall be limited to the percentage share set against each, Insurance Company's name.

The Specific Terms, Exceptions, Conditions and Provisions relative to each Section shall override the General Terms, Exceptions, Conditions and Provisions.

GENERAL EXCEPTIONS

1. WAR, RIOT AND TERRORISM

- A. This Policy does not cover loss of or damage to the Insured Property related to or caused by:
- (i) 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;
 - (ii) War, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not) or civil war;
 - (iii) (a) Mutiny, military rising, 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; or
(b) Insurrection, rebellion or revolution;
 - (iv) 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;
 - (v) Any act which is calculated or directed to bring about loss or damage 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;
 - (vi) Any attempt to perform any act referred to in clause (iv) or (v) above;
 - (vii) The act of any lawfully constituted authority in controlling, preventing, suppressing or in any way dealing with any occurrence referred to in clause A(i), (ii), (iii), (iv), (v) or (vi) above.

If the Insurer alleges that by reason of clause A(i), (ii), (iii), (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this Policy, the burden of proving to the contrary shall rest on the Insured.

- B. This Policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which the fund has been established in terms of the War Damages Insurance and Compensation Act 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which the Policy applies.
- C. Notwithstanding any Provisions 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 any damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of 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 Exception 1C) an act of terrorism includes without limitation, the use of violence or force or threat thereof whether as an act harmful to human life or not, by any person 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 the Insurer alleges that, by reason of clause 1C) of this Exception, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

2. NUCLEAR

Except as regards to the Personal Accident section, this Policy does not cover any legal liability, loss damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- (i) Ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- (ii) Nuclear material, nuclear fission or fusion, nuclear radiation;
- (iii) Nuclear explosives or any nuclear weapon;
- (iv) Nuclear waste in any form; regardless of any other cause or event contributing concurrently or in any sequence to the loss.

For the purpose of this Exception only, combustion shall include any self-sustaining process of nuclear fission.

3. DETENTION, CONFISCATION AND FORFEITURE

This Policy does not cover any loss, damage, cost or expense directly or indirectly arising from permanent or temporary detention, confiscation, attachment, forfeiture, impounding or requisition legally carried out by customs, SA Police Services, crime prevention units or other officials or authorities.

4. ASBESTOS

Notwithstanding any provision including any exclusion, exception, or extension or other provision which would otherwise override a general exception, this Policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

5. CYBER LOSS EXCLUSION (PROPERTY INSURANCE)

- A. Notwithstanding any provision to the contrary within this agreement or any endorsement thereto, this agreement excludes any:
 - (i) Cyber Loss;
 - (ii) loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- B. If Tradesure Commercial Specialists (Pty) Ltd alleges that by reason of this exclusion any loss, damage, liability, claim, cost or expense sustained by You (the insured) is not covered by this agreement, the burden of proving the contrary shall be upon You.

DEFINITIONS

Cyber Loss	any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident, including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
Cyber Act	an unauthorised, malicious or criminal act or series of related unauthorised, or criminal acts, regardless of time and place, or the threat or hoax thereof involving to, processing of, use of or operation of any Computer System.
Cyber Incident	<ul style="list-style-type: none"> any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
Computer System	any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
Data	information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.
Time Element Loss	business interruption, contingent business interruption or any other consequential losses.

6. CYBER INCIDENT EXCLUSION (CASUALTY INSURANCE)

- A. Notwithstanding any provision to the contrary within this agreement or any endorsement thereto, this agreement excludes any Cyber Loss.
- B. If Tradesure Commercial Specialists (Pty)Ltd alleges that by reason of this exclusion any Cyber Loss sustained by You (the insured) is not covered by this agreement, the burden of proving the contrary shall be upon You (the insured).

DEFINITIONS

Cyber Loss	all actual or alleged loss, damage, liability, injury, compensation, sickness, disease, death, medical payment, claim, cost, defense cost, expense or any other amount incurred by or to You (the insured), including but not limited to any mitigation cost or statutory fine or penalty, directly or indirectly caused by, contributed to by, resulting from, arising out of or in with any Cyber Incident.
Cyber Incident	<ul style="list-style-type: none"> an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof; and/or a failure to act, any error or omission or accident or series of related failures to act, errors or omissions or accidents; and/or a breach of duty, statutory duty or regulatory duty or trust or series of related breaches of duty, statutory duty or regulatory duty or trust; involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.
Computer System	any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

7. SANCTIONS LIMITATION AND EXCLUSION

The Insurer shall not indemnify and the Insurer shall not be liable to pay any claim or provide any benefit hereunder where the indemnity, claim payment or provision of such benefit is contrary to the prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America irrespective of enactment in the jurisdiction where indemnity or benefit is provided or payment made.

8. SUDDEN AND UNFORESEEN

This policy does not provide cover for any loss or damage as a result of any cause that was not sudden and unforeseen.

9. COMMUNICABLE DISEASE EXCLUSION (PROPERTY)

1. This policy excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. Subject to the other terms, conditions and exclusions contained in this policy, this policy will cover physical damage to property insured under the policy and any Time Element Loss directly resulting therefrom where such physical damage is directly caused by or arising from any of the following perils: fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, rainstorm, hail, tornado, cyclone, typhoon, hurricane, earthquake, seaquake, seismic and/or volcanic disturbance/eruption, tsunami, flood, freeze, ice storm, weight of snow or ice, avalanche, meteor/asteroid impact, landslip, landslide, mudslide, bush fire, forest fire.

DEFINITIONS

Communicable Disease	any disease which can be transmitted by means of any substance or agent from any organism to another organism where: <ul style="list-style-type: none">• the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and• the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and• the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.
Time Element Loss	business interruption, contingent business interruption or any other consequential losses.

10. COMMUNICABLE DISEASE EXCLUSION (LIABILITY, GROUP PERSONAL ACCIDENT & STATED BENEFITS)

1. This policy excludes all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise

in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

DEFINITIONS

Communicable Disease	any disease which can be transmitted by means of any substance or agent from any organism to another organism where: <ul style="list-style-type: none">• the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and• the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and• the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.
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11. BUSINESS INTERRUPTION SUPPLEMENTARY EXCLUSION

Physical Damage Provision applying to Business Interruption Cover.

Notwithstanding any provision to the contrary within this insurance agreement, this insurance does not cover any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Business Interruption or Consequential Losses cover unless arising from the physical loss of or physical damage to property directly caused by an insured peril under both the original policies and under this insurance. For the sake of clarity this Provision also applies, but is not limited to, any act of a lawfully established or recognized authority, in relation to closure, restriction, or prevention of access, in connection with the foregoing.

GENERAL CONDITIONS

1. MISREPRESENTATION, MISDESCRIPTION AND NON-DISCLOSURE

Misrepresentation, misdescription or non-disclosure in any material particular shall render voidable the particular item, section or sub-section of the Policy, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.

2. OTHER INSURANCES

If at the time of any event giving rise to a claim under this Policy, an, Insurance Policy exists with any other Insurer covering the Insured against the defined events in respect of the same property insured hereunder, the Insurer in terms of this Policy shall be liable to make good only a rateable proportion of the amount payable by or to the Insured in respect of such event. If any such other Insurance is already subject to any condition of average, this Policy, if not already subject to any condition of average shall be subject to average in like manner.

3. CANCELLATION

This Policy or any Section may be cancelled at any time by the Insurer giving 31 days, notice in writing (or such other period as may be mutually agreed) or by the Insured giving immediate notice. On cancellation by the Insured, the Insurer shall be entitled to retain the customary short period or minimum premium for the period the Policy or Section has been in force. On cancellation by the Insurer, the Insured shall be entitled to claim a pro rata portion of the premium for the remainder of the Period of Insurance from the date of cancellation, subject to General Condition 4.

4. PREMIUM PAYMENT

ANNUAL POLICIES:

The premium is due on or before the inception date. Where the policy is in the process of being renewed, The Insurer may accept a premium tendered more than 15 (fifteen) days after the renewal date, however, The Insurer is not obliged to do so.

MONTHLY POLICIES:

Premiums are payable on due date (normally the first business day of the month). The Insurer will give the Insured 15 (fifteen) working days grace within which a cash premium and proof of payment must be furnished to The Insurer. The Insurer may agree to re-submit the debit order in lieu of a cash payment. If the second debit order fails, The Insured's policy will automatically lapse on the original due date.

The Insurer will do all that it can to help the Insured retain the Policy by contacting the Insured or the Insured's Intermediary within the first month following a declined or returned debit order.

PROVISIONAL COVER

If agreement has not been reached on the final premium due, The Insurer may consider provisionally covering the risk subject to the settlement of the final premium and will not reject claims as a result.

5. PREVENTION OF LOSS

The Insured shall take all reasonable steps and precautions to prevent accidents or losses including but not limited to compliance or adherence to laws and regulations which are material to the risk. The Insured warrants

that all laws, regulations, by-laws and rules that apply to the Insured for which cover is provided in terms of this Policy (irrespective of whether the laws, regulations, by-laws and rules are in force at the date the Policy is issued, or are enacted after that date) shall be adhered to at all times. The failure to adhere to any applicable law, regulation, by-law or rule shall entitle the Insurer to reject any claim where such failure is material to the claim.

6. CLAIMS

- (a) On the happening of any event which may result in a claim under this Policy the insured shall, at the Insured's own expense:
 - (i) give notice thereof to Insurer within 30 days and provide particulars of any other insurance covering such events are as hereby insured;
 - (ii) as soon as practicable after the event inform the police of any claim involving theft or (if required by the Insurer) loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property.
 - (iii) as soon as practicable after the event submit to the Insurer full details in writing of any claim;
 - (iv) give the Insurer such proof, information and sworn declarations as the Insurer may require and forward to the Insurer immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim;
- (b) If after the payment of a claim in terms of the Policy in respect of lost or stolen property (the subject matter of the claim) or any part thereof is located, the Insured shall render all assistance in the identification and physical recovery of such property if called on to do so by the Insurer, provided that the Insured's reasonable expenses in rendering such assistance shall be reimbursed by the Insurer. Should the Insured fail to render assistance in terms of this condition when called upon to do so, the Insured shall immediately become liable to repay the Insurer all amounts paid in respect of the claim.

7. COMPANY'S RIGHTS AFTER AN EVENT

- (a) On the happening of an event in respect of which a claim is or may be made under this Policy, the Insurer and every person authorised by them, without thereby incurring any liability and without diminishing the rights of the Insurer to rely upon any conditions of this policy,
 - (i) take, enter or keep possession of any damaged property and deal with it in a reasonable manner. This condition shall be evidence of the leave and licence of the Insured to the Insurer do so. The Insured shall not be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not;
 - (ii) take over and conduct in the name of the Insured the defence or settlement of any claim and prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the Insured without the written consent of the Insurer.
- (b) The Insured shall at the expense of the Insurer, do and permit to be done all such things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights to which the Insurer shall be, or would become, subrogated upon indemnification of the Insured whether such things shall be required before or after such indemnification.
- (c) In respect of any Section of this Policy under which indemnity is provided for liability to Third Parties, the Insurer may, upon the happening of an event, pay to the Insured the Limit of Indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the Insurer shall thereafter not be under further liability in respect of such event.

8. FRAUD

If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf or with his knowledge or consent to obtain any benefit under this Policy or if any event is occasioned by the willful act or with the connivance of the Insured, the benefit afforded under this Policy in respect of any such claim shall be forfeited and the Policy will be cancelled forthwith.

9. BREACH OF CONDITIONS

The conditions of this Policy and Sections thereof shall apply individually to each of the risks insured and not collectively to them so that any breach shall render voidable the Section only in respect of the risk to which the breach applies.

10. NO RIGHTS TO OTHER PERSONS

Unless otherwise provided nothing in this Policy shall give any rights to any person other than the Insured. Any extension providing indemnity to any persons other than the Insured shall not give any rights of claim to such person, the intention being that the Insured shall claim on behalf of such person. The receipt by the Insured shall in every case be a full discharge to the Insurer.

11. CONSENT TO DISCLOSE, INFORMATION COLLECTION, USE, DISSEMINATE AND SHARE

The Insured acknowledges that the sharing of claims information by Insurers is essential to enable the Insurance Industry to underwrite Policies and assess risks fairly and to reduce the incidence of fraudulent claims, in the public interest and with a view of limiting premiums. The Insured hereby waives any right to privacy in any claims information supplied by or on behalf of the Insured in respect of any insurance claim made or lodged by the Insured and the Insured's consent to such information being disclosed to any other Insurance Company or its agent. The Insured also waives any rights of privacy and consent to the disclosure of any information relevant to any insurance claim concerning the Insured or any person that they represent.

12. ERRORS AND OMISSIONS ON POLICY SCHEDULE

You have 7 days from the receipt of your schedule to advise the insurer of any errors or omissions on your policy document or schedule. Failure to do so may result in you not enjoying the cover you required or expected. Further, the insurer is no-longer responsible for those errors or omissions.

13. PRESCRIPTION OF CLAIMS

The Insurer will not be liable for any claim after twelve (12) months have expired from the date of the event giving rise to the claim, unless the claim is the subject of pending legal action, or where it is a liability claim against the Insured.

14. REPUDIATION OF CLAIMS

If the Insurer repudiate any claim, or dispute the quantum of a claim, the Insured have ninety (90) days to make representation to the Insurer, challenging this decision. If the Insurer persist in repudiating the claim or disputing the quantum, the Insured have to have summons issued and served on the Insurer, within six (6) months (180 days) after the expiry of the ninety (90) days (challenging period); failing which, the Insured will forfeit his claim and the Insurer will have no further liability in terms of this policy.

GENERAL PROVISIONS

Subject to the provisions of Section 55 of the Short Term Insurance Act No. 53 of 1998 (as amended).

A. PAYMENTS ON ACCOUNT

In respect of any Section where amounts recoverable from the Insurer are delayed pending finalisation of any claim, payments on account may be made to the Insured, if required, at the discretion of the Insurer.

B. FIRST AMOUNT PAYABLE

Except where provided for specifically in any Section, the amount payable under this Policy/Section for each and every claim shall be reduced by the first amount payable shown in the Schedule for the applicable defined event.

C. PREMIUM PAYMENT

ANNUAL POLICIES:

The premium is due on or before the inception date. Where the policy is in the process of being renewed, The Insurer may accept a premium tendered more than 15 (fifteen) days after the renewal date, however, The Insurer is not obliged to do so.

MONTHLY POLICIES:

Premiums are payable on due date (normally the first business day of the month). The Insurer will give the Insured 15 (fifteen) working days grace within which a cash premium and proof of payment must be furnished to The Insurer. The Insurer may agree to re-submit the debit order in lieu of a cash payment. If the second debit order fails, The Insured's policy will automatically lapse on the original due date.

The Insurer will do all that it can to help the Insured retain the Policy by contacting the Insured or the Insured's Intermediary within the first month following a declined or returned debit order.

PROVISIONAL COVER

If agreement has not been reached on the final premium due, The Insurer may consider provisionally covering the risk subject to the settlement of the final premium and will not reject claims as a result.

D. HOLDING COVERED

If the Company is holding covered on a risk they will not reject a claim on the basis that the premium has not been agreed. All cover will cease immediately if no firm written instruction is received from the Insured within the 7 days' grace period.

E. SCHEDULE SUM INSURED BLANK

If in the Schedule of this Policy the Sum Insured, Limit of Indemnity or compensation is:

1. Left blank or has no monetary amount stipulated against it;
2. Reflected as nil or not applicable or not covered or no indemnity extended;

this means the defined event or circumstance shown in the schedule is not insured by the Policy.

F. SECURITY FIRMS

If an employee of a security firm employed or contracted by the Insured under a contract causes loss or damage, the Insurer agrees, if in terms of the said contract the Insured may not claim against the said security firm, not to exercise their rights of recourse against the said security firm.

The Insurer shall not raise as a defence to any valid claim submitted under any Section or Sub Section of this Policy that the Insurers right have been prejudiced by the terms of any contract entered into between the Insured and any security provider relating to the protection of the Insured Property.

SECTION 2 – MOTORCYCLES, QUADS AND TRAILERS

SUB SECTION A – LOSS OR DAMAGE

1. DESCRIPTION OF PROPERTY INSURED

This Policy caters for Mechanically, Electrically or Self-Propelled motorcycles in the two and three-wheeler categories comprising Road Bikes, (Cruisers/ Tourers in the BMW and Harley Davidson range) Scooters and including Mechanically, Electrically or Self-Propelled Trike Bikes and Quads or ATV's hereinafter referred to as the Vehicle or the Vehicles and any Trailer used to carry such Vehicle or Vehicles and as more specifically described in the Schedule of Insurance.

2. DEFINED EVENTS

Loss of or damage to the Vehicle as specified in the Schedule and its accessories and/or spare parts whilst thereon. In addition, if such Vehicle is disabled by reasons of any loss or damage insured hereby, the Insurer will pay the reasonable cost of protection and removal to the nearest repairers and the Insured may give instruction for repairs to be executed without the prior consent of the Insurer to the extent of however not exceeding R2 000, provided that a detailed estimate is first obtained and immediately forwarded to the Insurer. The Insurer in addition will also pay the reasonable cost of delivery to the Insured, after repair of such loss or damage, but not exceeding the reasonable cost of transport to the permanent address of the Insured in The Republic of South Africa, Namibia, Angola, Botswana, Kenya, Lesotho, Malawi, Mozambique, Swaziland, Tanzania, Uganda, Zambia, Zimbabwe, and DRC up to but not beyond Kolwezi, provided that:

- (a) the limit of indemnity for each Vehicle is as stated in the Schedule and shall be the maximum amount payable by the Insurer in respect of such loss or damage, but shall not exceed the reasonable retail value of the Vehicle Insured and its accessories and spare parts at the time of such loss or damage;
- (b) the Insurer 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 retail value of such of such vehicle and/or its accessories and/or its spare parts at the time of such loss or damage;
- (c) if to the knowledge of the Insurer, 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 the full and final discharge to the Insurer in respect of such loss or damage;
- (d) in respect of each and every occurrence giving rise to a claim under this Sub Section, the Insured shall be responsible for the First Amount Payable stated in the Schedule for the Vehicle of any expenditure (or any less expenditure which may be incurred) for which provision is made under this Section (including any payment in respect of costs, expenses and fees) and of any expenditure by the Insurer in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the Insurer shall include any First Amount Payable for which the Insured is responsible, such amount shall be paid to the Insurer forthwith.
- (e) Repatriation (outside the RSA's Borders). The policy covers vehicles in terms of the territorial limits whilst vehicles are travelling outside the borders of the Republic of South Africa (RSA) subject to the following exclusions:
 - a) Any parts stripped from the vehicle whilst left unguarded at the scene of an accident or whilst in transit back to the RSA.
 - b) All and any government-imposed duties, customs, charges or stamps.
 - c) In all territories covered by the policy outside the borders of the RSA, Section B - Liability to Third Parties, will only apply following the countries/territories underlying compulsory insurance.
 - d) Towing and recovery costs are excluded unless the extension to the Repatriation Clause is stated in the schedule to be included.

- e) If, following an accident, the insured vehicle is not returned to the RSA and it is declared by the Company to be a constructive total loss outside the RSA then:
- i. The Company will settle the claim for the estimated cost of repairs or the lesser of the Retail Value preceding the loss and the sum insured less;
- The First Amount Payable/Excess,
 - The value of the salvage calculated on what would have been realised in the RSA if the vehicle had been repatriated.

On payment of the amount under (a) above the salvage will belong to the Insured.

EXTENSION TO THE REPATRIATION CLAUSE (IF STATED IN THE SCHEDULE TO BE INCLUDED):

Towing and recovery fees are included subject to a limit of R15 000 per claim or as stated on the Schedule.

NOTE:

All cover in terms of this endorsement will cease if the vehicle is abandoned outside the RSA.

3. EXCEPTIONS TO SUB SECTION A

The Insurers shall not be liable to pay for:

- (i) 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;
- (ii) damage to tyres by application of brakes or by road punctures, cuts or bursts;
- (iii) damage to springs, shock absorbers due to inequalities of the road or other surface or to impact with such inequalities.

SUB SECTION B – LIABILITY TO THIRD PARTIES

DEFINED EVENTS

Any accident caused by or through or in connection with any Vehicle specified to be insured and as described in the Schedule or in connection with the loading and/or unloading of such Property or Item 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 the Insured or 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 Insurers will also in terms of and subject to the limitations of and for the purpose 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 magistrates court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this provided that the total of the Insurers Liability under both this extension and Sub Section B shall not exceed the Limit of Indemnity stated to apply to Sub Section B;

2. indemnify any person who is driving or using the 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 the 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 Insurer 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 Insurer shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

EXCEPTIONS TO SUB SECTION B

The Insurer shall not 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. This Exception shall apply notwithstanding that no Insurance under such Enactment is in force or has been effected;
- (b) death of or injury to any person being carried in or upon or entering or getting onto or alighting from a vehicle described in described in (a) or (b) at the time of occurrence of the event from which any claim arises.

LIMITS OF INDEMNITY

Unless otherwise stated, the Liability of the Insurer under this Sub Section in respect of any one occurrence shall not exceed the Limits of Indemnity as specified in the Schedule.

SUB SECTION C – MEDICAL EXPENSES

DEFINED EVENTS

Any person driving the Motorcycle, Quad, ATV or Scooter and the passenger/s carried upon the Motorcycle, Quad, ATV or Scooter, and in direct connection with such Vehicle, sustains bodily injury by violent, accidental, external means, the Insurers will pay to the Insured the medical expenses incurred as a result of such injury up to R2 000 per person that was travelling upon the Motorcycle, Quad, ATV or Scooter however in total not exceeding R20 000 for such persons 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 Occupational Health and Safety Enactment or similar legislation.

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

1. DEFINITIONS

- 1.1. 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.
- 1.2. Vehicle – shall mean:
- (a) Motorcycles, (including Scooters, 3 wheelers incorporating Mechanically, Electrically or Self-propelled Bike trikes, 2-wheeler Mechanically, Electrically or Self-propelled motorcycles with attaching side car and 4 wheelers incorporating Quads and ATV's);
 - (b) Trailers i.e. (any vehicle without means of Self-propulsion designed to be drawn by Self-propelled Vehicle, but excluding any parts or accessories not permanently fitted thereto).

2. EXTENSIONS

2.1. 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 insofar 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 Insurer 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 or travel 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 Insurer's 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.

2.2. Passenger Liability (if stated in the Schedule to be included)

Exception (b) to Sub Section B shall not apply to Vehicles described in Definition (a). The Limit of Indemnity for any one occurrence shall not exceed the amount stated in the Schedule or in total an amount not exceeding R50 000.

2.2.1. Unauthorised Passenger Liability (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 a person or persons whilst being carried in or upon or entering or getting onto or alighting from, Vehicles described in definition (a) and happening in contravention of the Insureds instructions to such driver, not to carry any passenger or passengers. The

Limit of Indemnity for any one occurrence shall not exceed the amount stated in the Schedule or in total an amount not exceeding R50 000.

2.3. Parking Facilities and Movement of Third Parties 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 employ of the Insured or acting on the Insured's behalf, provided 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.

2.4. Windscreen or Windshield Extension (if stated in the Schedule to be included)

The Provisions of this Section relating to the first amount payable shall not apply to any Windscreen or Windshield glass forming part of the Vehicle provided that:

- (a) No other damage has been caused to the Vehicle giving rise to a claim hereunder;
- (b) The Insured shall be responsible for the first amount payable (applicable to the Windshield or Glass) stated in the Schedule of each and every Loss.

2.5. Waiver of Subrogation Rights

For the purposes of this Section, the Insurer 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.

2.6. Cross Liabilities

Where more than one Insured is named in the Schedule, the Insurer will indemnify each Insured separately and not jointly, and any Liability arising between such Insureds shall be treated as if separate Policies had been issued to each, provided that the aggregate liability of the Insurers shall not exceed the Limit of Indemnity stated in the Schedule.

2.7. Riot, Strike Extension (if stated in the Schedule to be included)

Subject otherwise to the terms, exceptions, conditions and warranties contained herein, 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 constituted 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) Loss or damage occurring in the Republic of South Africa and Namibia;
- (b) Consequential or indirect loss or damage of any kind or description whatsoever;

- (c) Loss or damage resulting from total or partial cessation of work, or retarding or interruption or cessation of work, or interruption or cessation of any process or operation;
- (d) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- (e) 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
- (f) established authority in controlling, preventing, suppressing, or in any other way dealing with any such occurrence.

If the Insurer alleges that by reason of Provisos (a), (b), (c), (d) or (e) loss or damage is not covered by this Section, the burden of proving to the contrary shall rest with the Insured.

2.8. Loss of Keys Extension (if stated in the Schedule to be included)

The Insurers 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 such 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 Insurers liability shall not exceed, in respect of any one event, the amount stated in the Schedule;
- (ii) Such amount shall be reduced by the first amount payable stated in the Schedule.

The Provisions of this Section relating to the first amount payable shall not apply to this Extension.

2.9. Fire Extinguishing Charges Extension

Any costs (not exceeding R5 000) 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 Insurer 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.

2.10. Wreckage Removal Extension (is 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, that in addition to the Limit of Indemnity under Sub-Section A of this Section, the Limit of the Insurers liability under this Extension shall not exceed, in respect of any one occurrence, the Limit stated in the Schedule to apply to this Extension.

2.11. Credit Shortfall Extension (if stated in the Schedule to be included)

If any total loss settlement under Sub-Section A is less than the amount owing to the financier under a current installment sale or lease agreement, the Insurer will pay to the Insured an additional amount equal to the shortfall less:

- (a) any arrears instalments or rentals including interest payable on such arrears
- (b) all refunds of premium for cancellation of any insurance cover relating to the Motor Vehicle;
- (c) the increased installments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;
- (d) the first amount payable under Sub-Section A.

Provided always that:

- (a) the amounts payable shall not exceed the Limit of Indemnity less the first amount payable under Sub-Section A;
- (b) This endorsement shall not apply to an agreement whereby the amount of any single installment other than the final residual amount after the initial payment differs by more than 10% from any other installment;
- (c) If such shortfall is as a result of a re-advance under an installment sale or refinancing in terms of the lease the insurance by this Extension shall be void.

3. MEMORANDA

3.1. 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.

3.2. 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.

4. OPTIONAL LIMITATIONS

4.1. Third Party Only Limitation (if stated in the Schedule to be applicable)

Sub-Sections A and C are cancelled.

4.2. Third Party Fire and Theft Only Limitation (if stated in the Schedule to be included)

The liability of the Insurers 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. Sub-Section C provisions are cancelled.

5. SPECIFIC EXCEPTIONS

- 1) The Insurers 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 the following territorial limits: The Republic of South Africa, Namibia, Angola, Botswana, Kenya, Lesotho, Malawi, Mozambique, Swaziland, Tanzania, Uganda, Zambia, Zimbabwe, and DRC up to but not beyond Kolwezi, but the Insurers will indemnify the Insured against loss of/or damage to the Vehicle by sea or air anywhere between ports or places in these territories including loading and unloading incidental to such transit;
 - (c) Incurred while the Vehicle is driven by:

- a. The Insured whilst 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 licenced to drive such Vehicle;
- b. Any other person, with the general knowledge and consent of the Insured, while such other person 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 licenced to drive the Vehicle.

6. SPECIFIC CONDITION

If during the currency of this Section, any drivers licence in the name of the Insured or his 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 to the Insurers immediately, if the Insured has knowledge of such fact.

7. SPECIFIC REQUIREMENTS

- i) Overnight Parking – If the Vehicle is at the risk address as described in the Schedule, it is warranted that the Vehicle shall be parked in a locked garage or when behind locked gates it must be locked out of sight to a fixed object with a chain and closed shackle padlock at all times. If not, the Vehicle must be fitted with an approved self-activating sensor alarm, coded key or tracking device or no theft cover will be in force.
- ii) Unattended Vehicles – It is warranted that security devices must be activated whenever the Vehicle is left unattended or no theft cover will be in force.
- iii) Security Requirements – All Vehicles with a Sum Insured in excess of R150 000 must be fitted with an approved self-activating sensor alarm, coded key or tracking device or no theft cover will be in force.
- iv) Inspection Certificate – An Inspection Certificate must be supplied on all Second Hand Motorcycles and Quads or no theft and accident cover will be in force. (Unless proof of previous uninterrupted insurance is supplied to the Insurer).

SECTION 3 – ALL RISKS

For this Section:

1. The Insured – means the Person in whose name the Policy is issued and your spouse and any member of the Insured’s immediate family normally residing with and is financially dependent on him.
2. Insured Property – means:
 - 2.1. Unspecified property:
 - 2.1.1. Clothing;
 - 2.1.2. Personal Effects normally worn or designed to be carried on or by the person;
 - 2.1.3. Personal equipment normally worn or used by the person participating in sporting activities.
 - 2.2. Specified Property:

As more specifically described in the Schedule.

INSURED EVENTS

1. INDEMNITY TO THE INSURED.

The Insurers will indemnify the Insured for loss of or damage to the Insured Property by any cause not excluded occurring anywhere in the world provided that any temporary visit outside the territorial limits of the Republic of South Africa is for a period not exceeding six (6) months in any twelve (12) calendar month Period of Insurance after which the Insured will not be covered for any event that occurs outside the Republic of South Africa.

2. SAFE DEPOSIT

If cover that is indicated against any item in the Specified All Risks Section of the Schedule is noted as a “Bank”, insurance for such item is only valid whilst it is contained in a safe deposit at a bank.

SPECIFIC EXCEPTIONS

1. Unspecified Property

The Insurers will not be liable for:

- 1.1. more than twenty percent (20%) of the Sum Insured per item in respect of Unspecified Property stated in the Schedule or the maximum amount stated in the Limit Section, whichever is the lesser;
- 1.2. Vehicle sound equipment or cell phone, cassette tape or cell phone or any other device or disc that can be held in the hand;
- 1.3. spectacles, sunglasses, contact lenses, stamp or coin collection, contents of caravans, camping equipment, golf clubs and pedal cycles;
- 1.4. laptop, computers and palm top computers;
- 1.5. property that is more specifically insured;
2. Specified and Unspecified Property

The Insurers will not be liable for

- 2.1. the First Amount Payable stated in the Schedule;
- 2.2. loss or damage caused by:
 - 2.2.1. by termites, insects, vermin, moths, inherent vice fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions or the action of light;
 - 2.2.2. during any process of cleaning, dyeing, or renovating;
 - 2.2.3. by bursting, rusting, corrosion or derangement of any firearm;

- 2.2.4. by or attributable to defective design, specification, construction or material;
- 2.2.5. by any process of cleaning, lack of maintenance or upgrading;
- 2.2.6. by any type of virus or similar destructive media;
- 2.2.7. by wear and tear or gradually operating causes;
- 2.3. chipping, scratching, denting or breakage of china or similar items of a fragile nature;
- 2.4. vehicles, motorcycles, of any type including scooters, three wheeled vehicles, quad bikes or ATV's, golf carts, trailers, caravans, hang gliders, aircraft and watercraft including their fitted equipment and accessories;
- 2.5. Insured Property stolen from:
 - 2.5.1. any unattended vehicle, unless the Insured Property was concealed in a locked compartment forming part of a locked vehicle and such Insured Property is not visible to the public and the Insurer are able to see that there was forcible and violent entry to the vehicle;
- 2.6. money, credit cards, debit cards, phone cards, deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, manuscripts, documents of any kind;
- 2.7. any pedal cycle, or any part of a pedal cycle if the whole cycle is not stolen, unless such pedal cycle is in a locked building or securely locked to an immovable object;
- 2.8. cameras and photographic equipment used for professional purposes or for reward;
- 2.9. consequential loss or damage of whatsoever nature;
- 2.10. Electrical or mechanical breakdown not accompanied by any other insured damage.

SPECIFIC CONDITIONS

1. Pairs or Sets – If an article that is lost or damaged was part of a pair or set, the Insurers will not pay more for the article than the articles value proportionate to the value of the pair or set.
2. Jewellery Safe Clause – Any item of jewellery or watch that has a value greater than the amount shown in the Limit Section must be kept in a securely locked wall or floor mounted safe whilst not in use. The Insurers will not pay for loss of or damage to any such jewellery or watch that is not kept in a securely locked wall or floor mounted safe whilst not in use.
3. Jewellery Certificate – No article of jewelry, gold, silver, platinum, precious or semi-precious stones or watches shall be deemed to be valued at more than the amount stated in the Limit Section unless the Insured provides the Insurers with a valuation certificate from a registered jeweler or registered valuator and issued prior to the loss.

If at the time of the loss or damage the cost of replacing the Property Insured as new is greater than the Sum Insured stated in the Schedule for this Specific Condition. The Insured will be his own Insurer for the difference and will bear a proportionate share of the loss or damage.

SECTION 4 – PERSONAL ACCIDENT

DEFINED EVENTS

Bodily Injury caused by accidental, violent, external and visible means to the Insured and/or other persons nominated in the Schedule (hereinafter referred to as such person/s).

The Insurers will pay to the Insured, on behalf of such person or his Estate, the compensation stated in the Schedule in the event of accidental bodily injury to any such person directly and independently of all other causes resulting within 24 calendar months in death or disability as specified in the Schedule under the heading Circumstances.

DEFINITIONS

	Permanent Disability shall mean Compensation for:	Percentage Scale
		Percentage of compensation
a.	loss by physical separation at or above the wrist or ankle of one or more limbs	100
b.	permanent and total loss of	
	whole eye	100
	sight of eye	100
	sight of eye except perception of light	75
c.	permanent and total loss of hearing	
	both ears	100
	one ear	25
d.	permanent and total loss of speech	100
e.	injuries resulting in permanent total disability from following usual occupation or any other occupation for which such person is fitted by knowledge or training	100
f.	loss of four fingers	70
g.	loss of thumb	
	both phalanxes	25
	one phalanx	10
h.	loss of index finger	
	three phalanxes	10
	two phalanxes	8
	one phalanx	4
i.	loss of middle finger	
	three phalanxes	6
	two phalanxes	4
	one phalanx	2
j.	loss of ring finger	
	three phalanxes	5
	two phalanxes	4

	one phalanx	2
k.	loss of little finger	
	three phalanxes	4
	two phalanxes	3
	one phalanx	2
l.	loss of metacarpals	
	first or second (additional)	3
	third, fourth of fifth (additional)	2
m.	loss of toes	
	all on one foot	30
	great, both phalanxes	5
	great, one phalanx	2
	other than great, if more than one toe lost, each	2

MEMORANDA:

- (i) Where the injury is not specified, the Insurers will pay such sum, as in their opinion, is consistent with the above Provisions;
- (ii) Permanent total loss of use of part of the body shall be treated as loss of such part;
- (iii) 100% shall be the maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of any one such person.

Temporary Total Disability – shall mean total and absolute incapacity from following usual business or occupation.

Medical Expenses – shall mean all costs and expenses necessarily incurred for artificial aids, prostheses, medical, surgical, dental, nursing home or hospital treatment (including costs and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) as a result of bodily injury and incurred within 24 months of the Defined Event.

Business Limitation (if stated in the Schedule to be included) –This Section applies only in respect of accidental bodily injury to such person arising from and in the course of his employment in the business.

PROVISOS

It is declared and agreed that:

1. The Insurers will not be liable to pay, for death or disability resulting from an accident or series of accidents arising from one cause in respect of any one such person, more than the compensation payable for death or permanent disability (whichever is the higher) plus any compensation payable for temporary total disability and medical expenses;
2. The compensation specified for temporary total disability shall be payable for not more than the number of weeks stated in the Schedule and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that permanent disability may remain;
3. Unless otherwise provided herein, this section shall not apply to any such person under 15 or over 70 years of age;
4. After suffering accidental bodily injury for which compensation may be payable under this Section, such person shall, when reasonably required by the Insurers so to do, submit to medical examination and

undergo any treatment specified. The Insurers shall not be liable to make any payment unless this proviso is complied with to its satisfaction;

5. General Condition 2 and 9 do not apply to this Section;
6. In respect of this Section only, General Exception 1 is deleted and replaced by the following:
This Section does not cover death or injury directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

EXTENSIONS

1. **Exposure** – Bodily Injury shall be deemed to include injury caused by starvation, thirst and/or exposure to the elements, directly or indirectly resulting from mishap.
2. **Disappearance** – in the event of the disappearance of any such person in circumstances which satisfy the Insurers that he has sustained injury to which this Section applies, and that such injury has resulted in the death of such person, the Insurers will, for the purpose of the insurance afforded by this Section, presume his death provided that if, after the Insurers shall have made payment hereunder in respect of such persons presumed death, he is found to be alive, such payment shall forthwith be refunded by the Insured to the Insurers.
3. **Burns Disfigurement** – (if stated in the Schedule to be included)
Subject to the exclusion shown below, the following item is added to the “Permanent Disability” definition:

Extent of Disfigurement		Percentage of compensation
	Permanent disfigurement resulting from accidental external burns to the combined surface area of the	
i)	face and neck	
	100% surface area disfigurement	50
	less than 100% surface area disfigurement	The proportion of 50 which the actual surface area disfigurement bears to 100% surface area disfigurement
ii)	remaining parts of the body other than the face and neck	
	100% surface area disfigurement	25
	less than 100% surface area disfigurement	The proportion of 25 which the actual surface area disfigurement bears to 100% surface area disfigurement

The Insurers shall not pay under any sub item of this extension unless the disfigurement exceeds 10% for the sub item under which a claim is lodged.

4. **Life Support Machinery** – Notwithstanding anything contained in the Defined Events, the 24-month period stated therein shall not include any period or periods where the death of such person is delayed solely by use, for periods of not less than 3 (three) consecutive days, of life support machinery, equipment or apparatus.
Specific Exceptions – The Insurers will not be liable to pay compensation for death, disability or medical expenses in respect of such person:
 - a) While he is travelling by air other than as a passenger and not as a member of the crew or for the purpose of any trade or technical operation therein or thereon;
 - b) By his suicide or intentional self-injury;
 - c) Caused solely by an existing physical defect or other infirmity of such person;

- d) As a result of the influence of alcohol, drugs or narcotics upon such person unless administered by or prescribed by and taken in accordance with the instruction of a member of the medical profession (other than himself)
- e) As a result of his participation in any riot, civil commotion or terrorism;
- f) In the case of females directly or indirectly resulting from or prolonged or accelerated by or attributable to pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequel thereof;
- g) While he is, or as a result of his, engaging in:
 - (i) Racing of any kind involving the use of power driven:
 - (a) Vehicle
 - (b) Vessel
 - (c) Craft
 - (ii) Mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeple chasing, professional football or hang-gliding.