

Car Insurance



Hollard.
namibia


Contents

This document sets out the terms, conditions and what we do not cover for the following sections of insurance. Check your SCHEDULE now to ensure you understand it and that you have the cover you need.

GETTING STARTED

	Understanding your policy	2
-----------------------------------------------------------------------------------	---------------------------	---

WHAT YOU CAN INSURE

	Vehicles	16
-----------------------------------------------------------------------------------	----------	----

GETTING STARTED

Your policy is made up of the application for insurance, this policy wording, the LIMIT SECTION and the SCHEDULE. It also include any later changes to the policy as well as correspondence between you and us. You need to read the documents together to understand the cover and your obligations.

Understanding your policy

Key terms to understand	3
-------------------------	---

Why the schedule is so important	3
----------------------------------	---

How to contact us	3
-------------------	---

Understanding all the legal stuff	4
-----------------------------------	---

Your responsibilities as the policyholder	5
-------------------------------------------	---

Our responsibilities as the Insurer	6
-------------------------------------	---

Claims	7
--------	---

Other points to note	12
----------------------	----

What we do not cover	13
----------------------	----

NASRIA	15
--------	----

Key terms to understand

Schedule	It shows what is insured, limits, excesses, premium and cover(s)
Claim	When you ask us to compensate you for loss or damage
Insured event	When something happens that you can claim for
Excess	The amount that you must pay when you have a valid claim
Renewal	The anniversary date of the policy which is every 12 months from the start date of the policy, unless the SCHEDULE states otherwise. Also known as anniversary of policy.

Why the schedule is so important

A SCHEDULE is issued at the start of your policy, when changes are made and on renewal of the policy. It will show (amongst other things):

- what is insured;
- the covers you have chosen;
- premiums and fees;
- what excesses you must pay (where not shown in other documents);
- the limits and sums insured (where not shown in other documents).

All payout amounts, sums insured and premium stated in the SCHEDULE include VAT and are in Namibian dollars.

Take some time now to acquaint yourself with the SCHEDULE. If you spot any errors, please tell your broker right away.

How to contact us

You may contact Hollard or give instructions, or tell us of any potential fraud:

- Write to Hollard: P.O. Box 5077, Ausspannplatz, Windhoek, Namibia
- Visit Hollard: Cnr. Jan Jonker and Thorer streets, Windhoek, Namibia
- Call Hollard: +264 61 422 300
- Fax Hollard: +264 61 422 349
- Website: www.hollard.com.na



Understanding all the legal stuff

This is a legal contract

The policy is a legal contract between you and us. We will insure you for insured events which occur during the period of insurance. It is important that you understand what you are covered for and that you read all policy documentation.

Making things as clear as possible

We have tried to make the policy wording as easy as possible to understand. Any word that has been formally defined – for example, “claim” or “insured event” – shall have that meaning wherever it appears.

All the headings that you see are merely to help you find information quickly. Please remember that they are merely summaries and that you must read the detail underneath each heading. The policy wording and SCHEDULE will always be the final authority in the event of any dispute around meaning or interpretation.

Why all the terms and conditions?

Terms and conditions are the rules you have to comply with in order for the policy or a claim to be valid – for example, paying your premiums on time, or letting us know if you have moved to a new address.

Some conditions are so strict that they are actually warranties on your part – for example, that you have an immobiliser in the vehicle.

Make sure you understand what you are covered for as well as all terms and conditions. If you don't comply with these, it may result in us refusing to pay a claim.

This is YOUR policy

Only you as the policyholder have rights under this policy – even where we have defined “you” to include other persons.

Insurable interest

You can only insure items in which you have an insurable interest – i.e. items which, if lost or damaged, cause you to be financially worse off.

Example

You have an insurable interest in your own vehicle, because if it is stolen or damaged, it results in a financial loss to you. However, damage to your neighbour's vehicle does not leave you financially worse off; so you have no insurable interest in it, and therefore cannot insure or claim for it.

Your responsibilities as the policyholder

Give us accurate information

You must make sure that you give us accurate information about yourself, your property and your risk profile. This will include information about your financial situation, such as insolvency. You must also give true and accurate information regarding any incident or claim you may submit. Incomplete or incorrect information could affect the validity of your policy or claim, and may result in us voiding your policy. The same applies to any other person insured under this policy.

Tell us of any material changes

You must tell us or your broker immediately of any material changes. A material change is one that could affect your risk profile.

Example

If the regular driver of the vehicle changes or a move to a new address.

Be aware of how we use this information

Please note that the information you give us will be stored on databases and shared with other parties in the insurance industry in order to gather industry statistics, improve the quality of risk assessment and combat fraudulent claims. It is important to understand that this information will remain at the disposal of these parties, even after your policy with us ends.

Maintain your property and prevent / minimise loss or damage

You must take all reasonable steps before and after any event to prevent loss or damage to your insured property or we might not compensate you for any loss or damage.

Example

If your vehicle is damaged in an accident, you have a responsibility to arrange for your vehicle to be taken to a place where it is safe and secure.

Tell us if you wish to cancel the policy

You may cancel the policy at any time by requesting us or your broker to do so. If your policy is an annual one, we have the right to keep a portion of any premiums refundable to you.

Pay your premiums

Your premiums – whether paid monthly or annually – must reach us on time. All premiums are payable in advance.

Monthly premiums

You must pay your premium every month in advance by debit order upon our request. We will present your debit order to your bank at the beginning of the month or any alternative date we have agreed with you. If we do not receive your premium on the date the debit order is presented, we will debit your account again with the next month's premium collection. If we are able to collect the premium, your policy will continue. If the payment is still not received at the 2nd attempt, we will cancel your policy. If you instruct your bank to stop the payment the policy will be cancelled without trying to collect premium again. Your policy will end on the last day of the month for which we have received premium.

Annual premiums

If you pay your premium annually, you are allowed a 30 day grace period from the date the policy starts or its renewal date, to pay the premium. If you miss this deadline the policy will automatically be cancelled from its start- or renewal date.

Avoid Fraud

All dealings concerning this policy must be done honestly and in good faith. If you or any other person acting on your behalf are found to have engaged in fraudulent or dishonest behaviour, you will lose all rights to claims and premiums and your policy will be cancelled from the date of the fraud or misrepresentation. We may take legal steps to recover damages from you.

Example of fraudulent behaviour are:

- providing false information or documentation in support of a claim or about your risk profile;
- making a claim that you know to be false, fraudulent or exaggerated;
- obstructing the outcome of a legal matter.

Observe all terms and conditions

You must adhere to all warranties, terms and conditions stated in the policy and you must comply with the claims procedure set out in the policy wording.

Make sure you understand all warranties, terms, conditions and procedures as we may refuse to pay a claim if you fail to adhere to it.

Our responsibilities as the Insurer

We will give you notice of changes to be made to your policy

We may amend, cancel, endorse or limit cover in terms of your policy by giving you or your broker 30 days' written notice. If you make changes to the policy it will be effective from the date and time agreed to by us. If we wish to cancel the policy, we must give you or your broker 30 days' written notice.

When we renew your policy

If you pay your premium monthly, we will automatically renew your policy, unless you tell us otherwise.

We will adjust your renewal premium

We may adjust your renewal premium further if you submit a claim for an event which occurred in the previous insurance period, without giving you 30 days' notice.

CLAIMS

How much we pay	8
How to claim	10
Time limits that affect your claim	11
What to do if your claim is rejected	11

How much we pay

We restore your financial position

When we settle a claim, our objective is to give you a payout that leaves you in the same financial position as you were before the loss took place. How much we pay out does not take into account the sentimental or other specific value the property may hold for you. The payout may be based on:

- replacement value (new for old) of similar new property; or
- any other basis as described in the relevant section, such as the retail value of the vehicle; or
- a pre-agreed sum.

Example of a claim

If your vehicle is less than 12 months old, we may buy you a new one or pay you the price of a new one. If your vehicle is older than 12 months we may pay you the retail value of the vehicle.

We always decide how we pay out

If the damaged item you are claiming for can be repaired, we may pay for the cost of the repair – but only if it makes economic sense to do so. Otherwise, we may replace it, pay you out in cash or give you a combination of all three settlement methods.

When you have a total loss claim

If an item is removed from the policy due to settlement of a total loss claim you are not entitled to any refund for the remainder of the period of insurance.

You cannot claim more than the actual loss

We will never pay out more than the actual value of the property lost or damaged, even if you are over-insured.

You cannot claim more than the sum insured

We will never pay out more than the sum insured of the insured items, even if the actual value of the property is worth more than the sum insured.

Example

If your new car is stolen, we may buy you a new one or pay you the price of a new one. The amount paid to you will never exceed the sum insured or the replacement price, whichever is the lesser amount.

You can claim only under one section of the policy

You could never be paid out twice for the same event – by claiming for the same item under two different sections of this policy.

When you have more than one policy

If there is any other insurance policy in place which covers the same insured property, we will only be liable for our ratable proportion of the loss or damage.

How we may settle a third-party liability claim

If you claim for liability towards a third party, we will never pay out more than the amount stated in the LIMIT SECTION. In some cases the payout may be less than the maximum stated, if we decide that it represents a fair settlement. This will release us from any further liability for the claim.

We do not pay interest

Although we strive to settle all claims promptly, we cannot be held responsible for any interest on an outstanding claim. No interest will be payable on any amount due by us in terms of this policy unless a Namibian Court of Law orders otherwise.

What happens if you are under-insured?

You must insure the vehicle for its full retail value, including optional extras and added equipment. Under no circumstances will we ever pay out more than the sum insured.

You must comply with security terms and conditions

If you submit a theft or hijack claim, you must be able to prove to us that at the time of the insured event the required / declared security device:

- was already installed; and
- was working; and
- that your contract was active; and
- that you complied with the conditions of that contract.

The payout is always reduced by the excess

Don't forget that for every valid claim, you will always have to pay the first amount where applicable, also known as the excess.

Example

If there is an excess of N\$2 000 on a N\$20 000 claim, then you will receive a payout from us of N\$18 000. The excess payable on all claims is stated in the SCHEDULE.

You must not dispose of or abandon damaged insured property

If there are damaged items as a result of a claim, you must not abandon them or get rid of them until we agree that you can do so. In the event of payment by us for a total loss, the salvage shall become our property.

You must obtain our approval

You must obtain our written approval before repairing or replacing your vehicle. This does not apply to emergency repairs to your vehicle or for expenses to safeguard your vehicle up to the amount stated in the LIMIT SECTION.

We will make payment to the credit provider

Where a credit provider has an interest in the insured property, payment may be made to the credit provider in terms of the credit agreement. The credit provider's acceptance thereof shall discharge our liability towards you for that portion of the claim.

How to claim

What you must do

If an event occurs that is likely to result in a claim, you must:

- take reasonable steps to prevent any further loss or damage;
- report the event as soon as possible (no later than 30 days after the insured event) to us;
- obtain the full name, address and registration number of any other parties involved, including possible witnesses;
- in the event of theft or vehicle accident report it to the police within 24 hours.

What you must not do

It is important that you do not:

- admit guilt, fault or liability;
- offer or negotiate to pay a claim;
- approve any repairs (other than essential repairs necessary to minimise or prevent further loss or damage to your own property limited to the amount stated in the LIMIT SECTION).

Your responsibilities during and after a claim

If you haven't already dealt with this when you first reported the claim, please ensure you send us the following within 30 days after the event:

- full written details of the claim (on our standard forms, if required);
- particulars of any other policy covering the event;
- any other documentation we think is necessary to handle the claim (such as police documents, receipts, invoices or witness statements);
- proof of ownership, value and insurable interest, if requested by us;
- send us any further documentation you may receive later (such as a letter of demand).

Your assistance may be required if we decide to start legal proceedings against any party responsible for the loss. Note that any such legal action may be taken in your name.

Your assistance may be required in the identification and recovery of stolen property for which assistance we will reimburse you for your reasonable out-of-pocket expenses.

Sign a release

You may have to sign a release before we pay you.

Claims procedure is at your own expense

Unless we specifically offer to pay, the entire claims procedure above is done at your own expense. We will never pay more than the amount stated in the LIMIT SECTION.

Time limits that affect your claim

You must be aware of time limits that may affect your claim

Don't miss these key deadlines:

Immediately

You must tell us immediately if you become aware of any possible prosecution, legal proceedings or claims against you which may result in a claim against your policy.

24 hours

You must report any theft or vehicle accident to the police within 24 hours.

30 days

You must as soon as possible notify us of any insured event which may result in a claim, but no later than 30 days after the insured event.

90 days

If we formally reject or dispute a claim, you have 90 days to appeal this decision with us.

180 days

If we maintain our rejection, you have a further 180 days from the date we rejected the claim to institute any legal action by means of issuing summons against us.

365 days

Your claim will no longer be valid after 365 days, unless you have instituted legal action by means of issuing summons against us, or if the claim concerns your legal liability towards a third party.

What to do if your claim is rejected

You may appeal

If we reject or dispute your claim, you have the right to appeal that decision. Send your complaint, in writing, to:

The Manager
Hollard Insurance Company of Namibia Ltd
PO Box 5077
Ausspannplatz
Windhoek
Namibia

Fax: +264 61 422 349

Website: www.hollard.com.na

Other points to note

Namibian law applies

This policy is subject to Namibian law. Only Namibian courts may deal with disputes in respect of this policy.

Keeping within the law

If any of the terms or conditions of this policy are in breach of existing legislation, they will not be enforced and the law of the country will apply.

How claiming affects your premium

If you have claimed your premium may be increased.

WHAT WE DO NOT COVER

GENERAL EXCEPTIONS

You cannot claim for:

Theft by false pretences or scams

This is any theft that occurs as result of you being tricked into parting with your property as part of a transaction that you believed was legitimate. The transaction can be an ordinary cash transaction, an exchange or even a credit sale agreement.

Example

If you sell your vehicle and receive a bad cheque, we will not compensate you for the loss of the vehicle.

Wear and tear

This means loss or damage due to gradual deterioration as a result of normal usage or the passage of time. It includes the gradual influence of light, rust and weather conditions.

Examples

Your vehicle's tyres that are worn from driving.

Liability by agreement

You cannot, in an agreement you might sign with a third party, accept liability for something that you could not reasonably be held liable for in the first place.

Dispossession or nationalisation

This means loss that you suffer as result of your property being taken from you by a lawfully constituted authority, such as the national government or a provincial authority.

Consequential loss

This is further loss that you may suffer as a consequence of an initial insured event.

Example

If your vehicle is in an accident on the way to the airport, we will cover you for the damaged vehicle, but not for any loss you may suffer as result of you missing your flight.

Defective design

Where loss or damage was caused directly or indirectly due to defective design, -specification, -construction, -materials or -workmanship.

Items covered under a guarantee

Loss or damage to items that would be covered by any guarantee, motor plan, service contract, purchase contract or any agreement of any type is excluded from your policy.

When you reside outside Namibia

Any loss or damage where you reside outside Namibia with insured items outside Namibia, unless we agreed to insure it.

GENERAL EXCLUSIONS

You cannot claim for:

Flood in certain areas

This policy does not cover any loss, destruction, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from or in consequence of flooding to any property situated downstream of the Hardap Dam and the lower Fish River and its tributaries within the area downstream of the Hardap Dam, irrespective of whether the property, insured person or legal entity was situated permanently, temporarily or incidentally at the above location.

Asbestos

This refers to any loss or damage that arises as a result of contact with asbestos in any form or quantity. This is because of the inherently hazardous nature of the substance.

Computer risks related to recognising a date

This refers to the failure of any piece of computing equipment, or any of its associated hardware and peripherals, to recognise a date, leading to the inability to perform its computing functions.

Damage caused by incidents covered by legislation

This refers to any event for which a compensation fund has already been set up under relevant government legislation, whether in Namibia or any other country where the policy applies. *An example of such legislation is the War Damages Insurance and Compensation Act (Act 85 of 1976).*

Nuclear risks

These are risks associated with the nuclear industry in general.

Any loss or damage caused by or resulting from nuclear-weapons, nuclear material; ionisation, radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste; and combustion of nuclear fuel, which includes any self-sustaining process of nuclear fission or fusion.

Trade and economic sanctions

We cannot provide any cover where to do so would violate trade or economic sanctions. Should we become aware of the fact that you are subject to such sanctions, we would have to void (cancel) your policy from its start date. We will refund any premiums due to you, and no claims will be payable.

Riots, public disorder, terrorism

Generally, this refers to loss or damage to property, death or bodily injury or liability directly or indirectly related to or caused by riots, political acts, war, public disorder, terrorism or any attempted act of this kind for which we cannot reasonably be held responsible. They include:

- 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
- War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war
- Mutiny, military uprising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law, or state of siege, insurrection, rebellion or revolution

- Any act or attempted 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
- Any act or attempted act which is calculated or directed to bring about loss or damage or bodily injury, in order to further any political aim, objective or cause or to bring about any social or economic change, or in protest against any state or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof
- The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to above
- Any act of terrorism. An act of terrorism means the use of threat or violence or force for political, religious, personal or ideological reasons. This may or may not include an act that is harmful to human life. It could be committed by any person or group of persons, acting alone, on behalf of or with any organisation or government. It includes any act committed with the intention to influence any government or inspire fear in the public.

NASRIA

UNUSUAL EVENTS

Nasria covers you for extraordinary, unusual insurance events.

They include any damage to your insured property caused by events such as riots, strikes, public disorder, or any kind of civil commotion or political unrest.

Nasria cover is part of your policy; please refer to the last section of the wording for full details of cover as described by Nasria itself.

Vehicles

This section deals with insurance cover for your vehicles

What vehicles can be insured?

Your vehicle includes all parts and accessories. It may be any one of the following:

- Passenger cars, mini buses or similar vehicles designed to carry up to a maximum of 14 passengers, including the driver.
- Station wagon, motorised caravan, 4x4 vehicle, 4x2 vehicle, or light delivery vehicle, with a gross vehicle mass of no more than 3 500 kg.
- Trailer or caravan which is not self-propelled, and which is designed or adapted for towing by a vehicle as described above.
- Motorcycle, scooter, quad-bike, three-wheeled vehicle or golf cart.



Key terms to understand	17
How you may use your vehicle	17
What is not covered	18
Your specific responsibilities	20
Specific conditions when a claim is approved	22
Comprehensive cover	23

Key terms to understand

You	Includes yourself, your spouse and any members of your immediate family who normally reside with you, and are financially dependent on you
Third party	Someone other than yourself who is involved in an insured event – for example, the driver of another car who was involved in an accident with you
Write off	Your vehicle is so badly damaged that it cannot be repaired economically; or it has been stolen and not recovered
Regular driver	The person who drives or is in control or in possession of the vehicle most often or more frequently than any other person
Commercial use	Where your vehicle is used for reward, such as couriers, tow trucks, rental vehicles, carrying stock or -material.

How you may use your vehicle

This insurance policy clearly explains how you may use your vehicle in order for it to be covered. You may use your vehicle for any of the following purposes, regardless of the use stated in the SCHEDULE:

- Social-, domestic- and pleasure purposes, as well as all travel to and from your place of work;
- Professional and business related trips- for example, an attorney, doctor, plumber, representative or electrician, but not someone like a building contractor carrying building material.

(Note that commercial use of the vehicle is not covered as well as any other use specifically excluded in the policy.)

What is not covered

Use of the vehicle

We do not pay if you use the vehicle for:

- renting out purposes;
- paid driving instruction for reward;
- commercial use such as a building contractor, courier or delivery vehicle or to carry passengers for hire or reward;
- moving dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities greater than that used for domestic purposes;
- any motor sport, racing, rally, time trial or while being tested in preparation for any motor sporting activity, or while being driven on a motor sporting circuit / track of any kind;
- in connection with any experiments, tests, trials, performance or any other car demonstration purpose;
- carrying a number of passengers or goods, or tow a vehicle / load greater than that for which the vehicle was designed or licensed to carry;
- any purpose outside the territorial limitations, unless we agreed to extend the cover;
- exposing the vehicle to situations that clearly have a high risk of loss or damage associated with them;
- any purpose on an aviation apron or runway;
- any purpose underground in a mine.

Illegal activities

We will not cover you for any loss, damage or liability:

- that arises when the vehicle is being driven or towed by any person with your permission whilst we have reason to believe that:
 - the driver was under the influence of intoxicating liquor or drugs; or
 - the alcohol content in the driver's blood exceeded the legal limit; or
 - the driver refused to submit to any test to determine the level of alcohol or drugs in their blood when reasonably requested to do so by the authorities.

This is irrespective of the method used to determine the degree of intoxication – for example, a breathalyser test, blood test or witness statements.

- if the driver did not have a valid driver's license at the time of the insured event;
- if the vehicle was unroadworthy or not maintained at the time of the insured event.

Incidents not covered

We do not cover incidents when:

- the vehicle is transported by sea (other than between ports within the territorial limits);
- the vehicle is in the custody and control of the motor trade for any purpose other than the overhaul, upkeep or repair of the vehicle;
- when the driver of the vehicle leaves the scene of the accident before the ambulance or police arrived;
- loss or damage resulting from the actions of your own domestic pets occur.

Other events and risks not covered

We do not cover the following:

- Damage to the engine or suspension of the car unless caused by an accident, fire, theft or flood;
- Damage to tyres and wheels caused by road punctures, cuts and bursts, or by applying brakes unless caused as a direct consequence of an insured event;
- Damage to any part of the vehicle due to inequalities of the road, unless caused as a direct consequence of an insured event;
- Any resultant loss or damage to your vehicle following an insured event;
- Depreciation in value resulting from any event or due to repairs after an insured event;
- Depreciation, wear and tear or gradually operating causes;
- Damage caused by termites, insects, vermin, pests, moths or fumes;
- Mechanical, electrical or electronic breakdown, failure or breakages;
- The cost to repair any pre-existing or old damage, faulty workmanship or incomplete repairs that was in existence prior to the insured event;
- Loss or damage arising from the fact that the car was defectively designed or constructed;
- There is no cover for the theft of accessories and / or sound equipment inside the car unless there was forcible and violent entry into the car.

Liability events and risks not covered

We do not cover:

- any person who has the right to claim from the Road Accident Fund Amendment Act, 19 of 2005, (as amended or replaced as at the date of loss) or any similar legislation, regardless of whether it is financially able to pay such compensation;
- any compensation payable by any compulsory motor vehicle insurance legislation;
- any claim from a member of your family who usually resides with you or any person covered by this policy;
- any claim from fare-paying passengers being carried in the vehicle;
- any claim from a person carried in a trailer or caravan, or carried on the pillion of any motorcycle, scooter or three-wheeled vehicle or light delivery vehicle except while in the driver's cabin;
- any claim from any person travelling on or getting on or off, or in and out of a motorcycle, scooter, golf cart, three-wheeled vehicle or quad-bike;
- any claim from any employee, other than domestic staff of you, who is injured or killed in the course of their employment;
- any claim for loss, damage, injury or death of a third party if the insured vehicle was unroadworthy at the time of the insured event;
- an event when the vehicle was driven without your permission;
- legal costs required to defend either criminal acts or fines for breaches of the road traffic act / ordinance;
- any fines and penalties imposed by law;
- your liability if you have agreed to or accepted legal liability without our agreement first.

Your specific responsibilities

Whilst the vehicle is insured with us, you have specific responsibilities.

Tell us of material modifications to the vehicle

You must tell us if the vehicle has been structurally altered from the manufacturer's specifications, such as shortening or extending the wheel base.

Tell us of any material changes to the risk

You must tell us of any changes to material information relating to the risk of the vehicle. These changes include, but are not limited to the following:

- The regular driver of the vehicle;
- The area where the vehicle is normally used and general details of the vehicle.

Keep the vehicle roadworthy

You must at all times ensure that the vehicle is maintained according to the roadworthy requirements of the applicable National Road Traffic Act.

Sum insured of your vehicle

You must at all times ensure that your vehicle is insured for the correct amount. The value of the vehicle has to be reviewed at least once every 12 months on the renewal date of the policy.

- **Vehicle insured for Agreed Value**

Where there is no value available for the vehicle in the Auto and Commercial Vehicle Dealers guides or where the condition of the vehicle has been significantly improved, you must provide us with documentary proof of the vehicle's value for our review and acceptance. The valuation must be obtained from an approved manufacturer dealership or a recognised motor club. Prior to the anniversary of the policy, you must give us an updated vehicle valuation.

- **Vehicle insured for Retail Value**

Where there is a value available for the vehicle in the Auto and Commercial Vehicle Dealers guides, you must ensure that the vehicle is insured for its correct value, including optional extras and added equipment, at inception or anniversary of the policy.

Check your security/tracking device

You must ensure that the minimum security measures as stated in the SCHEDULE are in place at all times, fully maintained and in working order.

You must have a valid license to drive the vehicle

In the event of a claim, you or any person driving with your permission must be able to prove to us that the driver had a valid driver's license in compliance with applicable legislation of the specific region where the vehicle was used at the time of the loss or damage.

This includes a person who:

- is learning to drive;
- is driving with a Foreign driver's license / International driving permit;
- is a temporary resident of Namibia;
- has become a permanent resident or obtained citizenship of Namibia.

Notify us of certain traffic offences

You must notify us if any of the following occurs:

- if your driver's license has been endorsed, suspended or cancelled;
- if you have been charged or convicted of reckless or negligent driving;
- if you have been charged for driving under the influence of alcohol or drugs.

This also applies to any other person driving your vehicle. Non-disclosure of this information may result in the rejection of your claim.

Report unauthorised use of your vehicle to the police

If anyone uses your vehicle without your knowledge or consent, you must lay a criminal charge against them within 48 hours. You may not withdraw the charge, even if your vehicle is later returned to you.

You must be aware of limits of indemnity

If more than one person is entitled to indemnity, any limitation applies to the total amount, and you will be given priority. In other words, you will be paid out first, according to your limit, even if it means that the other person gets less than they are entitled to.

Cover applies in Namibia and neighbouring countries

Cover is restricted to loss or damage within the territorial limits of Namibia, Botswana, Lesotho, South Africa, Swaziland, Malawi, Mozambique, Zambia and Zimbabwe. We may agree to extend the territorial limits on our terms, if you ask for it.

Take out separate insurance in neighbouring countries

If your vehicle is lost or damaged in one of the neighbouring countries where this policy is valid, the following conditions apply:

- If separate third-party liability insurance specific to the country concerned is required, we will not indemnify you for any legal liability that you may incur while using your vehicle there; so you are strongly advised to take out the required insurance in that country.

Arrange for repatriation of the vehicle

Where the vehicle sustains damage outside the borders of Namibia, you must arrange for the vehicle to be returned to Namibia. We will compensate you for the cost up to the maximum amount stated in the LIMIT SECTION.

Specific conditions when a claim is approved

Replacement parts

- If your vehicle is still covered by the manufacturer's warranty, a service- or a motor plan - we will repair your vehicle according to manufacturer's specifications. Where we replace window glass we may use glass which was not supplied by the original manufacturer but which meets SABS safety and quality standards.
- If your vehicle is no longer covered by the manufacturer's warranty, a service- or a motor plan, we may authorise the use of new parts or parts which are consistent with the age or condition of your vehicle. This may include the use of aftermarket replacement parts.
- If any damaged part needs to be replaced which forms part of a set, we will only pay for the replacement of the actual damaged part.
- If a part needed for the repair of your vehicle isn't available in Namibia as a standard (ready-made) part, we will pay an amount equal to the value of that part. We will also pay all reasonable costs to transport the part (but not by air).
- We will not be responsible for any additional costs incurred as a result of part supply delays.

You must effect repairs in the time period specified

Repairs must commence within 3 (three) months of the date on which we approved the repairs. Should the repairs not commence within the 3 month period due to your delay, we shall only be liable for the agreed amount of repairs as at the date of our approval and you will be liable for the balance.

Your contribution towards the repairs

You may have to pay a contribution towards the cost of repairs or parts where the repair or replacement parts put the vehicle in a better condition than it was prior to it being damaged.

You always pay the first amount, or excess

You must always pay the first part of any claim settlement amount. This is known as the excess and is stated in the SCHEDULE. You must pay the excess even if you believe you were not at fault.

Your bank may take part of your payout

If the vehicle is financed by a credit provider we may make payment towards your debt up to the maximum amount of the sum insured or retail value, whichever is the lesser, net of the excess and any other deductions.

Comprehensive cover

What we cover you for	24
How much we pay	24
We also cover you for	25
Additional cover you can choose	27

What we cover you for

You are covered for accidental loss or damage to your vehicle from any accidental cause, as well as any resulting liability to third parties.

Example

You're travelling on the highway and smash into the car in front of you. We will pay for the damage to your car, as well as damage to the other car.

How much we pay

We will never pay more than the sum insured stated in the SCHEDULE.

If the vehicle is repairable

We will make arrangements for repairs to be carried out by a qualified repairer once we decide to repair the vehicle. The qualified repairer will repair your vehicle to a condition substantially the same as its condition immediately before the event.

If the vehicle is a write off or stolen

When we accept the claim and we declare the vehicle to be a write off, or if stolen, we may settle your claim as follow:

- **If the vehicle is less than 12 months old**

If the vehicle is less than 12 months old with less than 30 000 km on the odometer, we may replace it with a similar new vehicle or pay you the price of a new one.

If the condition of the vehicle at the time of claim is significantly worse than at the time of purchase, the payout may be reduced.

- **If the vehicle is more than 12 months old**

If the vehicle is more than 12 months old, we will pay you its retail value, as defined.

Retail value

The retail value is the price stated in the Auto Dealers or Commercial Vehicle Guide; it includes factory-fitted accessories. The vehicle's age, odometer reading and condition may affect the retail value.

We will not pay out more than the retail value of the vehicle as at the last anniversary date of the policy or the sum insured whichever is the lesser. The retail value of the vehicle is guaranteed as the sum insured for a 12-month period, provided that the vehicle was insured for the correct value and provided the condition of the vehicle has not significantly deteriorated.

- **If the vehicle is insured for Agreed Value**

If the vehicle is insured on an agreed value basis, we may pay the sum insured stated in the SCHEDULE, subject to terms and conditions applicable to "Agreed value".

If the condition of the vehicle at the time of claim is significantly worse than at the time of the valuation, the payout may be less than the agreed value stated in the SCHEDULE.

Liability to Third Parties

You have cover for liability to third party property damage and accidental death or bodily injury to any person, up to the maximum amount stated in the LIMIT SECTION. This cover includes legal costs and expenses to defend any proceedings arising from your legal liability, provided that these costs and expenses have been incurred by us.

However, note that we may in some instances pay out less than the limit if we decide that it represents a fair settlement, or if we decide that it is the best way to finalise a claim. We may pay you the full limit or any lesser amount for which the claim may be settled to finalise a claim.

All payouts are made in Namibia, in Namibian dollars.

We also cover you for

In addition to the standard cover outlined in the preceding pages, you are also covered for the following:

Cover for courtesy cars

We will cover any vehicle that is temporarily used by you as a replacement for your insured vehicle whilst your vehicle is out of use for the purpose of overhaul, upkeep or repair up to the sum insured of your vehicle stated in the SCHEDULE.

Delivery after repair

We will cover the reasonable costs of delivering the vehicle to you after a repair if you live more than 200km from the repairer. The maximum amount that we will pay is stated in the LIMIT SECTION.

Emergency hotel expenses

We will pay for up to 2 days of necessary emergency hotel expenses if you are stranded more than 100 km from your home as a result of an insured event. You can only claim for this benefit once every 12 months. The maximum amount that we will pay is stated in the LIMIT SECTION.

Emergency repairs

You can authorise emergency repairs without first getting our approval, provided the costs are not more than the amount stated in the LIMIT SECTION. If the cost of the emergency repairs is more than this limit you must get our approval prior to the repairs being done.

We will cover you for costs relating to emergency repairs which you may reasonably and necessarily incur to allow you to carry on with your journey. You must submit your claim for validation and give us a full itemised invoice as part of your claim.

Keys, locks and remote control units

We will cover you for the costs reasonably and necessarily incurred for the loss of or damage to keys, locks or remote control units for your vehicle as deemed necessary by us. The maximum amount that we will pay is stated in the LIMIT SECTION.

This benefit will also apply if you have reasonable suspicion that an unauthorised person has access to duplicates.

Medical expenses

We will pay for medical expenses in respect of any occupant of the vehicle who sustains bodily injury as a direct result of an insured event involving the vehicle. The maximum amount that we will pay is stated in the LIMIT SECTION.

Sound equipment

We will pay for accidental loss of or damage to any factory-fitted sound equipment in your vehicle. If the sound equipment is not factory-fitted, it must be specified on the SCHEDULE.

Any theft or attempted theft of sound equipment must be accompanied by forcible and violent entry into the vehicle.

Towing & storage following an accident or attempted theft

If the vehicle cannot be driven as a result of an insured event we will pay the reasonable cost for towing the vehicle to the nearest place of safety and the storage of it up to the amount stated in the LIMIT SECTION.

Towing following a breakdown

If the vehicle cannot be driven as a result of mechanical or electrical breakdown we will pay the reasonable cost for towing the vehicle to a place of safety up to the amount stated in the LIMIT SECTION.

Trauma counselling

We will pay the expenses in respect of prescribed professional counselling if you become a victim of a violent act of theft, attempted theft, hold-up or hijacking. The maximum amount that we will pay is stated in the LIMIT SECTION.

Liability cover when towing a trailer or caravan

We will pay for your legal liability towards a third party when a trailer or caravan, attached to your vehicle, causes accidental death or bodily injury to any person or damage to third party property. The maximum amount that we will pay is stated in the LIMIT SECTION.

Liability cover when other people are using your vehicle

If someone else is driving your vehicle with your permission, they too will be covered for liability as described above, provided they:

- have never, to your knowledge, been refused insurance;
- are not entitled to compensation under any other policy;
- comply with the terms of this policy.

The maximum amount that we will pay is stated in the LIMIT SECTION.

Liability cover when you are the driver of a private vehicle that does not belong to you

We will pay for your legal liability if you use a vehicle that does not belong to you provided that:

- the vehicle is a private car or light delivery vehicle;
- you are not purchasing it in terms of a credit agreement;
- the vehicle is not being used for business purposes;
- the event occurs in Namibia.

The maximum amount that we will pay is stated in the LIMIT SECTION.

Additional cover you can choose

The cover in this section applies only if you have specifically asked for it to be included as part of your policy. If you are unsure, please check your SCHEDULE.

Car hire

You have the option to select from a number of car hire benefits, which are explained below.

- **Standard car hire**

We will pay for a rental car if your vehicle is damaged or stolen, up to the sum insured per day stated in the SCHEDULE. The rental period will not exceed 30 days.

- **Extended car hire**

If you have selected this option your car hire period will be extended with an additional 30 days.

Conditions for car hire

The rental will be on an unlimited kilometre basis, subject to the standard conditions of the rental company, excluding the cost of:

- fuel and/or lubricants;
- maintenance or damage to the rental car;
- delivery of the rental car.

Make sure you are fully aware of the terms and conditions of the rental contract you sign with the rental company.

The period of car rental starts from any of the following dates:

- when the vehicle could not be driven as a result of an insured event;
- when the vehicle was handed to the repairer following an insured event;
- when the theft of the vehicle was reported to us.

The period of car rental ends at the earliest of:

- the day the repairs of your vehicle is complete;
- the day we pay you out for the total loss of your vehicle;
- the last day of the number of car rental days covered by this policy.

The rental car will be of similar type and engine capacity as the vehicle insured in terms of the policy, subject to the daily sum insured being sufficient. Should the daily sum insured not be sufficient you will be liable for the balance.

The rental car must be arranged by us and will only be arranged within the borders of Namibia and South Africa.

You will be liable for the costs of the rental car if we do not pay your claim.

Should a rental car not be available we will only be liable to pay you the equivalent number of car rental days, as stated above, in cash up to the maximum sum insured per day stated in the SCHEDULE.

Optional extras and added equipment

You must specify an amount for all optional extras and added equipment which the vehicle did not come standard with when new. You must ensure that the sum insured for all optional extras and added equipment is accurate at all times.

Paying off your vehicle

If your vehicle is stolen and not recovered or written off and you still owe money on the vehicle after we have paid your claim by way of a cash settlement to your credit provider, we will pay the difference between the claim payment and the statutory settlement balance of your credit agreement. We will never pay more than the amount stated in the LIMIT SECTION.

We do not pay for:

- any arrear instalments (payments you may have missed as part of your credit agreement), rentals or any interest still owing on them;
- any premium refunds or recoveries from any insurance policy which you are entitled to;
- any excesses payable;
- any deductions from the claim settlement;
- any shortfall due to the vehicle not being insured for its correct retail value;
- any shortfall due to the vehicle initially being sold for an amount greater than 10% of its listed retail value;
- any further or additional amounts added to the principle debt in terms of the credit agreement after its date of commencement, and any finance charges and interest thereon;
- any optional extras and added equipment financed in terms of the credit agreement, but not insured under the policy.

Cover for the deposit paid on the vehicle

Where the vehicle is written off (damaged beyond economical repair), or stolen and not recovered, during the period of insurance, we will pay the original deposit paid by you on the original purchase date of the vehicle, provided the vehicle is still financed by a registered credit provider. The maximum amount we will pay is stated in the SCHEDULE.

We do not pay this benefit if we replace the car with a new one or if we pay you the price of a new vehicle. Under these circumstances, and where an excess was deducted we will pay this benefit towards the excess deducted up to the maximum amount stated in the SCHEDULE.

NATIONAL SPECIAL RISKS INSURANCE ASSOCIATION

(INCORPORATED ASSOCIATION NOT FOR GAIN)

Reg. No. 21/87/201

HEAD OFFICE: 3rd FLOOR, NAMLEX CHAMBERS, INDEPENDENCE AVENUE, WINDHOEK, NAMIBIA

MOTOR POLICY OF INSURANCE FOR SPECIAL RISKS

in respect of property as defined

DEFINITIONS

1. Wherever the term “the Association” is used it shall refer to the National Special Risks Insurance Association (Incorporated Association not for Gain).
2. Wherever the word “property” is used it shall be deemed to mean any motor car or other vehicle, trailer, implement or machine of any description for specific operational purpose with or without means of self-propulsion capable of being driven or towed on any road and any accessories or spare parts while thereon.

WHEREAS the insured has paid or agreed to pay the premium stated in the SCHEDULE to this Policy (which SCHEDULE shall form an integral part of the Policy) to the Association as consideration for the insurance hereinafter contained in respect of loss or damage occurring during the Period of Insurance stated in the SCHEDULE of this Policy.

NOW the Policy declares subject to the terms, exceptions and conditions contained herein that the Association will indemnify the Insured against loss of or damage to the property described in the SCHEDULE directly related to or caused by:-

- (i) any act (whether on behalf of any organisation, body, person, or group of persons) calculated or directed to overthrow or influence any State or Government, or any local or tribal authority with force, or by means of fear, terrorism or violence;
- (ii) 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 local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- (iii) any civil commotion, labour disturbance, riot, strike, lock-out or public disorder, or any act or activity which is calculated or directed to bring about any of the above;
- (vi) any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- (v) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii), (iii) or (iv) above;

The Association may at its option repair or replace such property or any part thereof or may pay in cash the amount of the loss or damage not exceeding the reasonable market value (including VAT) of the property insured in the SCHEDULE of the Policy subject (where applicable) to Condition 1 of this Policy. If the property insured is the subject of a hire purchase or similar agreement and the seller or lessor (hereinafter referred to as the “Owner”) is interested in any monies which would be payable to the Insured under this Policy in respect of loss of or damage to the property insured

(which loss or damage is not made good by repair or replacement) such monies shall if so requested in writing be paid to the said Owner and/or to the Insured to the extent of their respective interests as long as they are interested in the said property, and their receipt shall be a full and final discharge of the Association in respect of such loss or damage. Save as herein expressly provided nothing herein shall modify or affect the rights and liabilities of the Insured or the Association under or in connection with this Policy or any Condition or term thereof.

In the event of any part, accessory or fitment of whatsoever nature needed to repair or replace damage to the property insured being unprocurable in Namibia or in the Republic of South Africa as a standard ready manufactured article or in the event of such article being denied to the Insured for any reason, the liability of the Association shall be met by payment of a sum equalling the value of the said article at the time of the loss or damage but not in any case exceeding the manufacturer's last list price operative in Namibia or in the Republic of South Africa.

If the property insured under this Policy is disabled by reason of any loss or damage, the Association will pay the reasonable cost of protection and removal to the nearest repairers. The Association will also pay the reasonable cost of the delivery to the Insured after repair of such loss or damage not exceeding the reasonable cost of transport to the address of the Insured in Namibia.

EXCEPTIONS

This Policy does not cover:

1. Consequential loss from any cause whatsoever, depreciation of any nature which shall mean diminution in value however arising of the insured property consequent upon its having sustained damage insured and continuing after the repair of such damage , wear and tear and mechanical or electrical breakdown failure or breakage.
2. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.
3. Any loss or damage related to or caused by:-
 - (i) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - (ii) 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;
 - (iii) the act of any lawfully established authority in controlling, preventing, suppressing, or in other way dealing with any occurrence referred to in clause (i) or (ii) above.
4. Any claims arising out of any liability assumed by the Insured by agreement unless such liability would have attached to the Insured in the absence of such agreement.
5. Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or consequential loss directly or indirectly caused by or contributed to by or arising from ionising from radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission.

The indemnity provided by this Policy shall not apply to nor include any loss, destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

6. The first N\$250 of each and every claim.

This is not applicable to claims for damage to windscreens and permanent window glass where no other damage has been caused (motor cars only). In respect of such claims the insured shall pay N\$100.00 of each and every claim. If more than one vehicle is covered by the policy, the above provisions shall apply as if a separate Policy had been issued in respect of each such vehicle.

NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION

It is agreed that, regardless of any contributory cause(s), this insurance does not cover any loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited, to the use of force or violence and/or threat thereof, of any persons or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or personal purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

If it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon/Policy the burden of proving the contrary shall be upon the Insured.

All other terms and conditions remain unchanged.

CONDITIONS

1. Claims Procedure

On the happening of any loss or damage the Insured shall as soon as reasonably possible give notice thereof in writing to the Issuing Company. The Insured shall give to the Association all such proofs and information in connection with the claim as may reasonably be required.

2. Subrogation

The insured shall at the request and at the expense of the Association do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Association for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Association shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under this policy, whether such acts or things shall be or become necessary or required before or after this indemnification by the Association.

3. Contribution

If at the time any claim arises under this Policy there is any other existing insurance covering the same loss or damage, the Association shall not be liable to pay or contribute more than its reasonable share of any loss or damage.

4. Precautions

The Insured shall take all reasonable steps to safeguard from loss or damage of the property described in the SCHEDULE to this Policy.

5. Transfer

Nothing contained in this Policy shall give any rights against the Association to any person other than the Insured or the Owner. The Association shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law.

6. Limitation

In no case whatsoever shall the Association be liable under this policy after the expiration of 24 months from the happening of the event unless the claim is than the subject of pending legal action.

7. Average (Motor Dealer or Fleet Owner)

In the property insured hereby shall at the commencement of any destruction of or damage to such property be of greater value than the total value stated in the SCHEDULE to the Policy, the Insured shall be considered as being his own Insurer for the difference and shall bear a reasonable share of the loss accordingly.

8. Total loss of Property

If any vehicle described in the definition of "property" above be treated as a total loss by the Association then all cover in terms of this Policy shall terminate in respect of such vehicle from the date of such total loss and no refund of premium shall be payable to the Insured.

9. Validity

This Policy shall not be valid unless countersigned by the Issuing Company.

10. Alteration of use of property Insured

The Association shall not be liable in respect of any loss of or damage to the property if at the time of such loss or damage the property was being used by the Insured or any person acting with the knowledge of the Insured in any manner which would ordinarily have required the property to be insured in a higher rated category than that used for determining the premium shown in the SCHEDULE.

11. Territorial Limitation

The cover is restricted to property in Namibia and extends to apply whilst temporarily in South Africa.

12. Cancellation

This Policy may be cancelled at any time at the request of the Insured but in such cases a refund of premium shall become payable only if the circumstances satisfy the requirements of the Association's Regulations. The Association may also cancel the Policy by giving 30 days' notice in writing to the Insured at his last known address and refunding pro-rata premium.

13. Fraud

If the claim be in any respect fraudulent or if any fraudulent means or advice be used by the Insured or any one acting on his behalf to obtain any benefit under this policy or if any destruction or damage be occasioned by the willful act and with the connivance of the Insured, all benefit under this policy shall be forfeited.

14. Misrepresentation

This policy shall be voidable in the event of any material misrepresentation, misdescription or nondisclosure.

WARNING

1. Do not sign any blank or partially completed application forms.
2. Complete all forms in ink.
3. Keep all documents handed to you.
4. Make notes as to what is said to you.
5. Don't be pressurised to buy this Policy.
6. Incorrect information or non-disclosure by you may impact on any claims.

COMPLAINTS PROCEDURE

If you have a complaint about this policy or the service you received from us, please contact:

The Manager

Hollard Insurance Company of Namibia Limited

Reg. No 2003/049

PO Box 5077

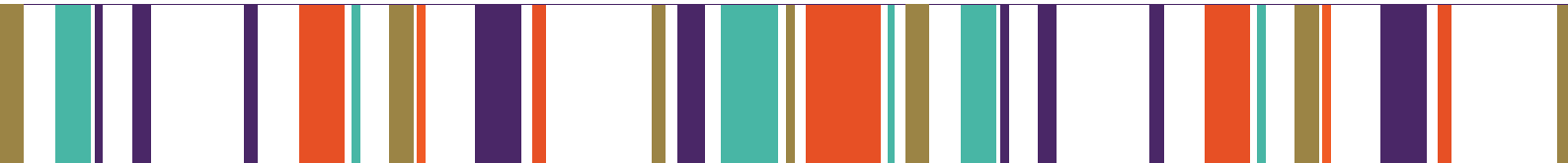
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