



Evolution
INSURANCE COMPANY (Pvt) LTD
HONESTLY IT'S THE BEST POLICY

PRIVATE MOTOR POLICY

WHEREAS the Insured described in the Schedule hereto (hereinafter called "the Insured") by a Proposal and declaration (dated as stated in the said Schedule) which shall be the basis of this Contract and is deemed to be incorporated herein has applied to **Evolution Insurance Company Private Limited** (herein called "The Company") for the Insurance hereinafter contained and has paid the Premium stated in the said Schedule as consideration for such insurance in respect of accident loss or damage occurring during the period of insurance stated in the said Schedule or during any period for which the Company may accept payment for the renewal of this Policy.

NOW THIS POLICY WITNESSETH:

That subject to the Terms Exceptions and conditions herein and of any endorsement hereon

SECTION 1. LOSS OF OR DAMAGE TO MOTOR VEHICLE

The Company will indemnify the insured against loss of or damage to any Vehicle described in the Schedule hereto and/or its accessories and spare parts whilst thereon.

EXCEPTIONS

The Company shall not be liable to pay for

- (a) Consequential loss arising in any way whatever depreciation wear and tear mechanical or electrical breakdowns failure or breakages.
- (b) Damage to tyres caused by application of brakes or by road punctures bursts or due to inequalities of the road or other surface or to impact with such inequalities
- (c) Damage to springs and shock absorbers due to inequalities of the road or other surface or to impact with such inequalities

BASIS OF SETTLEMENT

The Company may at its own option repair reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts at the time of such loss or damage and /or its accessories and/or spare parts at the time of such loss or damage. Or may pay in cash the amount of loss or damage. The Insured's estimated value as stated on the Schedule hereto shall be the maximum amount payable by the Company in respect of any claim for such loss or damage.

COST OF PROTECTION & REMOVAL

If such vehicle is disabled by reason of any loss or damage insured under this Policy the Company will pay the reasonable cost of protection and removal to the nearest repairers and the Insured may give instructions for repairs to be executed without the previous consent of the Company to the extent of but not exceeding

US\$200 (Two Hundred Dollars) provided that a detailed estimate is first obtained and immediately forwarded to the Company. The Company will also pay the reasonable cost of delivery to the Insured after repair of such loss or damage not exceeding the reasonable cost of transport to the address of the Insured

SPARE PARTS CLAUSE

Provided always that the liability of the Company for loss or damage to such vehicle shall in the event of any part unit and/or any accessory thereof being unobtainable from stock held in the country in which the vehicle is held for repairs be limited in respect of such part unit and/or accessory:

- (a) (i) to the price quoted in the latest catalogue or price list issued by the manufacturer or his agent for the country in which the vehicle is held for repairs, or
- (ii) in the absence of such catalogue or price list to the list last obtaining at the manufacturer's works plus reasonable cost of transport otherwise than by air to the country in which the vehicle is held for repair and the amount of the relative import duty;
- (b) to the reasonable cost of fitting such part unit and/or accessory.

The Company shall not be liable for any loss whatever arising and consequent upon inability to obtain any such unit and/or accessory in the country in which the vehicle is held for repair save as stated above.

AUTHORISATION OF REPAIRS

The Insured may give instructions for repairs to be executed without previous consent of the Company to the extent of but not exceeding **US\$200** (Two Hundred Dollars) provided that a detailed estimate is first obtained and immediately forwarded to the Company.

AVERAGE

If, in the event of a claim for the loss or damage to any vehicle (including its accessories) the Insured's estimate of value, as stated in the schedule (hereinafter referred to as the Sum Insured) is less than the reasonable pre-accident market value, the liability of the Company for such loss or damage shall be reduced in the same proportion which the Sum Insured bears to the reasonable pre-accident market value.

If however:-

- i) at the time of loss or damage the vehicle's pre-accident reasonable market value does not exceed the Sum Insured by more than 20% this average condition will not apply:-
- ii) the repair costs are such that the vehicle is considered to be a constructive total loss, which constructive total loss shall arise when the estimated costs of repair equal or exceed 70% of the Sum Insured, this average condition will not apply.

In the event of the claim being settled on a constructive total loss basis it is hereby agreed and accepted that the salvage will become the property of the Company unless the Insured wishes to retain the salvage. If the Insured elects to retain the salvage it is further agreed and accepted that the value of such salvage will be taken as 30% of the Sum Insured.

SECTION II. LIABILITY TO THIRD PARTIES

A The Company will indemnify the Insured in the event of an accident caused by or through or in connection with any vehicle described in the Schedule hereto or trailer attached thereto

(including any vehicle referred to in Section III hereof) including the loading and/or unloading of passengers' luggage only against all sums including Claimant's costs and expenses which the Insured shall become liable legally to pay in respect of:

- (i) death of or bodily injury to any person not being a member of the same household as the Insured nor being conveyed in the Trailer referred to above, but excluding death of or bodily injury to any person in the employment of the Insured arising out of and in the course of such employment.
- (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 in the Trailer referred to above.

The Company will pay all costs and expenses incurred with its written consent.

The Company will pay legal practitioner's fees for representation at any coroner's inquest or fatal injury in respect of any death which may be subject of indemnity under this section or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this section provided always that the Company shall be entitled to nominate its own legal practitioner but where such nomination is not made the Company shall be entitled to nominate its own legal practitioner but where such nomination is not made the Company's liability for such fees shall be limited to the sum of **\$20,000** (Dollars only) in respect of any one accident.

Provided always that the Company shall not be liable to pay legal practitioner's fees in respect of any charge which includes driving whilst under the influence of intoxicating liquor or drugs.

B In terms of and subject to the limitations and for the purposes of this Section the Company will indemnify any person in the Insured's employ who is driving such vehicle on the Insured's order or with his permission provided:-

- (i) that such person is not entitled to indemnity under any other policy;
- (ii) that such person shall as though he were the Insured observe fulfil and be subject to the terms exception and conditions of the Policy insofar as they can apply;
- (iii) that such person has not been refused any Motor Vehicle insurance or continuation thereof by any insurance company or underwriter.

2. If the Insured is an individual person the Company will also indemnify him whilst personally driving a motor car:

- i) Not belonging to him or his employee or partner.
- ii) Not hired to him and his employer or partner under a Hire Purchase Agreement or otherwise.

EXCEPTIONS

Provided always that the Company shall not be liable under this Section in respect of;

- (a) Death injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load other than passengers' luggage to such vehicle or trailer for loading thereon or the taking away of the load other than passengers luggage from such vehicle or trailer after unloading therefrom;
- (b) Death of or injury to any person in the employment of the insured arising out of and in the course of such employment;
- (c) Death of or injury to any person being a member of the same household as the insured;

- (d) Damage to property belonging to 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 or trailer;
- (e) Damage to any viaduct bridge or weighbridge or to any road and/or anything beneath by vibration or by the weight of such vehicle or trailer or load carried by such vehicle or trailer;
- (f) Death injury or damage caused by sparks or ashes from such vehicle or trailer where the motive power is steam.

Provided always that the Indemnity referred to in Section II shall be limited as follows:

- (1) Under Section II A (i)

In respect of death of or bodily injury to passengers:

- (A) in respect of any one such person killed or injured:
\$2,000 (Two Thousand Dollars)

- (B) in respect of any one accident or series of accidents due to or arising out of any one event or occurrence:
\$20,000 (Twenty Thousand Dollars)

- (2) Under Section II (A) (ii)

In respect of any one accident or series of accidents due to or arising out of any one event or occurrence unless otherwise stated in the policy: **\$20,000** (Twenty Thousand Dollars).

Provided always that in respect of any vehicle which this section provided indemnity being an open partly open or convertible type vehicle for the purpose of this restriction shall mean a vehicle or any part thereof where the driver and passenger seating area is not permanently protected by a hard roof and hard doors the Company shall not be liable under this section in respect of death of or bodily injury for any person being carried in or upon or entering or getting on to or alighting from such vehicle except for any part of such vehicle as is permanently protected by a hard roof and hard doors and except insofar as may be specially agreed and endorsed upon this Policy.

Provided further that the liability of the Company under this Section shall not apply to:

- (i) Compensation for damages in respect of judgements not in the first instance delivered by or obtained from a court of competent jurisdiction in Zimbabwe.
- (ii) Costs and expenses of litigation which are not incurred in and recoverable in Zimbabwe.

SECTION III - MEDICAL EXPENSES

If the Insured or his driver or any occupant of any Motor Car described in the Schedule hereto in direct connection with such Motor Car sustain any bodily injury by violent accidental external and visible means the Company will pay to the Insured the Medical expenses in connection with such injury up to the sum of **\$1,000** (One Thousand Dollars) in respect of each person injured. The term medical expenses is deemed to include any cost incurred in connection with such occupant being freed from such Motor Car or brought to a place where medical treatment can be given.

The cover provided by this Section shall exclude all expenses met by any Medical Aid Society.

SECTION IV. TOWING DISABLED VEHICLES

This Policy shall be operative while any vehicle described in the Schedule is being used for the purpose of towing any one disabled mechanically propelled vehicle and the Company will indemnify the Insured in terms of Section II of the Policy in respect of liability in connection with the towed vehicle.

Provided always that:

- (a) such vehicle is not towed for reward;
- (b) the Company will not be liable by reason of this Section of this Policy in respect of damage to the towed vehicle or property being conveyed by such vehicle.

CLAUSES

1. APPLICATION OF LIMITS OF INDEMNITY

In the event of any accident involving indemnity to more than one person any limitation by the terms of this policy and/or of any endorsement hereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.

2. AMOUNT TO BE BORNE BY THE INSURED

In respect of each and every occurrence giving rise to a claim under Section I and II of the policy and notwithstanding anything to the contrary contained in such Sections the Insured shall be responsible for the "FIRST AMOUNT PAYABLE" as Specified in the schedule to the Policy of any expenditure (or any less expenditure which may be incurred) for which provision is made under such Sections (including any payment in respect of costs expenses and fees) and of any expenditure by the Company in the exercise of its discretion under section 1 and Condition 2 of the Policy if the expenditure incurred by the Company shall include the "FIRST AMOUNT PAYABLE" for which the Insured is responsible such amount shall be paid by the Insured to the Company forthwith.

For the purposes of this Section the expression "Occurrence" shall mean an occurrence or series of occurrences arising out of the cause in connection with any one vehicle in respect of which Indemnity is provided by the Policy.

"excess" shall mean the amount stated opposite that applicable circumstances in the Schedule or if more than one such circumstance shall apply the sum of such amounts.

3. NO CLAIM REBATE

In the event of no claim being made or arising under the Policy during a period of insurance below. Immediately preceding the renewal of the policy the renewal premium shall be reduced in accordance with Table A below.

In the event of a claim being made or arising during any period for Insurance for which the premium has been reduced by a no claim rebate the scale of reduction in Table B shall be applied from the next renewal. In the event of note than one claim no-claim-rebate shall be allowed at next renewal.

TABLE A	Period of Insurance Reduction	TABLE B	SPACE P/12
The preceeding year.....	5%	Entitlement at last renewal	Entitlement at next renewal

The preceeding two consecutive years	10%	Prior to claim	Subsequent to one claim
The preceeding three consecutive years	20%	50%.....	20%
The preceeding three consecutive years	30%	40%.....	10%
The preceeding four consecutive years	40%	30%.....	5%
The preceeding six consecutive years.	50%	20% or less.....	Nil

Thereafter provided that no further claim occurs starting at the next higher percentage the scale laid down above shall operate progressively on an annual basis and without regard to the Period of Insurance qualification.

Should the Company consent to a transfer to interest in this Policy the period during which the interest was in the transfer shall not accrue to the benefit of transferee.

If more than one motor car be described in the Schedule the no claim rebate shall be applied as if a separate policy had been issued in respect of each such car.

4. **CHANGE OF CAR**

If any motor car described in the schedule be disposed of and another motor car be substituted by endorsement therefore no adjustment of premium shall be made in respect of the period from the date of such substitution until the date when this policy is next renewable unless the Insured's estimate of value in respect of the new motor car exceeds the Insured's estimate of value on the substitute motor car.

5. **LOSS OF LICENCE**

In the event of the total loss of any motor car insured Section 1 of this Policy by fire or theft involving the loss of the licence in respect of such car the Policy is extended to provide repayment to the Insured of a sum equal to the unexpired portion of the tax provided that the Insured is not able to recover a refund from the taxation authorities.

6. **BREAKAGE**

Any claim under Section 1 in respect of the cost of reinstating any glass forming part of the motor car or of any accessory permanently attach to such motor car that shall have been broken as a result of contact with an inanimate object thrown up by or falling from a motor vehicle or with flying birds shall not constitute a claim for the purpose of No Claim Rebate provision of the Policy provided that no other damage shall have been sustained by the motor car. In respect of any such claim the Insured shall not be required to pay the "Amount to be borne by the Insured" specified in paragraphs 1.2.3 and 5 of the Schedule, but any such claim shall be subject to a contribution by the Insured of an amount equal to 33.33 per cent of the cost reinstatement.

7. **ROAD TRAFFIC LEGISLATION**

1. In the event of the Company being required to make any payment under this clause of the Policy in respect of the Liability of any Person which but for the provision of the Act or any amendment thereof it would not have been required to make any sum so paid shall be recoverable by the company from that person.
2. Nothing in this Endorsement shall extend the liability of the Company beyond the minimum requirement of the Act or any amendments thereof.
3. Any limitations of liability stated in the policy as to the amount or amounts which may become payable in respect of the death or injury to any person/persons shall not apply to the

indemnity which is by law required to be provided in terms of The Act and which is provided by reason of this endorsement.

4. All terms exceptions and conditions of the Policy shall apply to this clause provided they do not conflict with the requirements of the Act.

8. **TERRITORIAL LIMITS EXTENSION**

Insofar as the Insured is not entitled to indemnity under any other policy this Policy extends to indemnify the insured whilst any vehicle described in the Schedule is temporarily in the Republic of South Africa, Lesotho, Botswana, Malawi, Namibia, Swaziland, Zambia, and Mozambique including whilst in transit by sea between any ports in the aforementioned territories and loading and unloading incidental to such transit.

Provided always that no liability shall attach to the Company under this extension for so much of any compensation or any claim as falls within the scope of any compulsory motor vehicle insurance legislation in the abovementioned territories. This exception shall apply notwithstanding that no insurance under such compulsory insurance legislation is in force or has been effected.

9. **DESCRIPTION OF USE**

Use for social domestic and pleasure purposes and business and professional purpose excluding: -

Any accidental injury loss damage and/or liability caused by or to the motor car or trailer whilst being used for any purpose in connection with the motor trade which use shall include any operation of the motor car while in the custody or control of a member of the motor trade for the purpose of overhaul upkeep or repair or driving instruction of paying pupils or whilst let out on hire or whilst used as a taxi or plying for public or private hire or whilst racing or pace-making or in any speed contest or any trial or being driven in a match for a wager or whilst being used for the carrying of fare paying passengers or guest of private hotel or boarding house if the Insured is the keeper of such private hotel or boarding house or whilst being used for carrying explosives.

Provided that notwithstanding anything to the contrary herein contained the Insurance granted by this Policy in respect of any vehicle described in the Schedule shall be operative while such vehicle is in the custody or control of and is being used by a member of the motor trade for the purpose of overhaul upkeep or repair but only in so far as it indemnifies the within named insured against loss or damage and or liability.

10. **HIRE PURCHASE CLAUSE**

Notwithstanding anything herein contained to the contrary it is hereby declared that if to the knowledge of the Company any vehicle described in the Schedule of this policy is the subject of a Hire Purchase Agreement made between the owners as stated in the Hire Purchase Agreement on the one part and the insured on the other part said owners are interested in any moneys which but for this endorsement would be payable to the Insured under the Policy in respect of the loss or damage to the said motor vehicle (which loss or damage is not made good by repair reinstatement or replacement) and such moneys shall be paid to the owners as long as they are the owner or regarded as the owners under the Hire Purchase Agreement of the motor vehicle and their receipt shall be a full and final discharge to the Company in respect of such loss or damage.

10. **RADIO/CASSETTE/COMPACT DISC PLAYERS**

It is hereby declared and agreed that the maximum liability of the Company in respect of any Car, Radio, Radio Cassette Player /Compact Disc Player and its accessories shall not exceed **US\$200** (Two Hundred Dollars) unless full details thereof have been supplied to the Company prior to the occurrence of any loss or damage and the required additional premium has been paid.

Where the Company has been notified that a particular vehicle, when it is added to the Policy, is not fitted with a Car Radio, Radio Cassette Player or Compact Disc Player, the Company will only entertain claims which may subsequently be presented in respect of such a vehicle if the Insured has (prior to the occurrence of any loss or damage) notified the Company of full details, including value, of such Radio, Radio Cassette Player or Compact Disc Player.

GENERAL EXCEPTIONS

The Company shall not be liable in respect of:

- (a) any accident injury loss damage and/or liability caused sustained or incurred outside Zimbabwe;
- (b) any accident injury loss damage and/or liability caused sustained or incurred while any vehicle in respect of or in connection with which insurance is granted under this Policy is
 - (i) being used otherwise than in accordance with the “Limitations as to Use” contained in the Policy;
 - (ii) being driven by the Insured or by any other person with the general knowledge and consent of the Insured unless duly and fully licensed to drive such vehicle in terms of the legislation applying to any territory within the Territorial Limits to which this Policy applies provided that if such a licence be subject to renewal he has held and is not disqualified from holding or obtaining such a licence;
 - (iii) being driven by the Insured or by any person with the general consent of the Insured whilst under the influence of intoxicating liquor or drugs or is the percentage of alcohol in the driver’s blood is 80 milligrams or more per 100 milliliters of blood;
 - (iv) being driven by or is for the purpose of being driven in charge of any person other than the Insured or a person in his employ;
- (c) any claim arising out of any contractual liability;
- (d) any accident injury loss damage and/or liability direct or indirectly caused by or arising out of explosion of the boiler of such vehicle;
- (e) any accident injury loss damage and/or liability directly or indirectly proximately or remotely occasioned contributed to by or traceable or arising out of or in connection with War Invasion the Act of Foreign Enemy Hostilities or Warlike Operations (whether war be declared or not) Civil War Strike Riot Civil Commotion Mutiny Rebellion Military or Usurped Power or by any direct or indirect consequence of any of the said occurrences and in the event of any claim under this Policy the Insured shall prove that the accident loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.
- (f) (a) any accident injury loss damage or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss;

- (b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations 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 combustion shall include any self sustaining process of nuclear fission.
- (g) any accident injury loss damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

CONDITIONS

1. Notice shall be given in writing to the Company as soon as possible after the occurrence of any accident or loss or damage or in the event of any claim. Every letter claim writ summons and/or process shall be notified or forwarded to the Company immediately on receipt by the Insured. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending prosecution or inquest in respect of any occurrence, which may give rise to a claim under this Policy. In case of theft or other criminal act which may be the subject of a claim under this Policy the Insured shall give immediate notice to the Police and co-operate with the Company in securing the conviction of the offender. In respect of this condition time shall be the essence of the contract.
2. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires or settlement of any conduct in the name of the Insured the defense or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
3. If at the time any claim arises under this Policy there is any other existing insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage compensation costs or expenses.

Provided always that nothing in this Condition shall impose on the Company any liability from which but for this Condition it would be relieved under paragraph (a) of Section II of this Policy.

4. At any time after the happening of any event giving rise to a claim or series of claims under Section II of this Policy the Company may pay to the Insured the Full amount of the Company's liability under that Section and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the insured in consequence of any alleged action or omission of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct: nor shall the Company be liable for any costs or expense whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
5. If during the currency of this Policy any driver's licence in favour of the Insured or his Authorized Driver be endorsed suspended or cancelled or if he or they shall be charged or convicted of negligent reckless or improper driving notification shall be sent in writing to the Company immediately the Insured has knowledge of such fact.
6. The Insured shall take all reasonable steps to safeguard any vehicle described in the Schedule hereto from loss or damage and to maintain it in an efficient condition and the Company shall have at all times free and full access to examine such vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown such vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if such vehicle be driven before the necessary repairs are effected any extension of the damage or further damage to such vehicle shall be entirely at the Insured's own risk.

7. Unless otherwise expressly stated by endorsement hereon nothing contained herein shall give any right against the Company to any person other than the Insured.

Further the Company shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law unless and until the Company shall by endorsement hereon declare the insurance to be continued. The extension of the Company's liability in respect of any person other than the Insured shall given no right of claim hereunder to such person the intention being that the Insured shall in all cases claim for any on behalf of such person and the receipt of the Insured shall in any case absolutely discharge the Company's liability hereunder.
8. The Company may cancel this Policy by sending written notice to the Insured at his last known address and in such event will return to the Insured the premium less the pro rata portion thereof for the period the Policy has been in force or the Policy may be cancelled at any time by the Insured on written notice and (provided no claim has arisen during the then current period of insurance), the Insured shall be entitled to a return of the premium less premium at the Company's short period rates for the time the Policy has been in force.
9. The due observance and fulfillment of the terms conditions and endorsements of this Policy by the Insured insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said Proposal shall be conditions precedent to any ability of the Company to make any payment under this policy no waiver of any of the terms conditions and endorsements of the Policy shall be valid unless made in writing signed by a duly authorized officer of the Company.
10. In the event of the Company disclaiming liability in respect of any claim and an action or suit be not commenced within three months after such disclaimer or (in case of an arbitration taking place in pursuance of Condition II of this Policy) within three months after the Arbitrator or Arbitrators or Umpire shall have made their award all benefits under this Policy in respect of such claim shall be forfeited.
11. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to Arbitration the making of an award shall be a condition precedent to any right of action against the Company.
12. In no case whatever shall the Company be liable under this Policy after the expiration of twelve months from the happening of the event unless the claim is the subject of pending action or arbitration or is a claim under Section II.
13. In the event of any accident occurring while the vehicle is carrying more than the number of passengers or persons it is licensed to carry in terms of any Act or Ordinance the benefits under all sections of this Policy shall be forfeited.
All amounts specified in this Policy are deemed to be in the currency of Zimbabwean / or any other Currency deemed official by the Government of Zimbabwe.

ENDORSEMENTS

Applicable only if stated in the schedule to be included

PM.1 - RIOT STRIKE AND/OR CIVIL COMMOTION

Notwithstanding anything herein to the contrary the words riot strike and civil commotion in the General Exceptions shall not apply to any accident injury loss damage or liability caused by:

- i) The act of any person taking part together with others in any disturbances of the public peace (whether in connection with a strike or lock-out or not) or the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbances or in minimising the consequences of such disturbances;
- ii) The willful act of any striker or locked out worked done in furtherance of a strike or in resistance to a lock-out or the action of any lawfully constituted authority in preventing or attempting to prevent such act or in minimizing the consequences of any such act.

Provided that the indemnity given by reason of this endorsement shall not apply to any accident injury loss damage or liability directly or indirectly proximately or remotely occasioned by contributed to by or traceable to or arising out of or in connection with:

- a) War invasion the act of foreign enemies hostilities or warlike operations (whether war be declared or not) civil war,
- b) Mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising rebellion revolution insurrection military or usurped power or any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by terrorism or violence;
- c) Service or duty whether for training purpose or otherwise with any act of any territorial force police force police reserve or special constabulary or by the direct consequence of any of said occurrences.

In the event of any claim hereunder the Insured shall prove that the accident injury loss damage or liability arose independently of and was in no way connected with or occasioned or contributed to by or traceable to any of the occurrences in (a), (b) or (c) above or any consequence thereof and in default of such proof the Company shall not be liable to make any payment in respect of such claim.

PM. 2 FULL THIRD PARTY FIRE AND THEFT

Notwithstanding anything contained in this Policy to the contrary it is hereby declared and agreed that CLAUSE 3 is deemed deleted and of no effect in respect of any Specified Vehicle stated against this endorsement number M.601 in the Schedule.

It is further declared and agreed that in respect of the said Specified Vehicle the liability of the Company under SECTION 1 is restricted solely to loss or damage resulting from fire self ignition lighting or explosion or by theft or any attempt thereof.

PM.3 FULL THIRD PARTY AND FIRE

Notwithstanding anything contained in this Policy to the contrary it is hereby declared and agreed that CLAUSE 3 is deemed deleted and of no effect in respect of any Specified Vehicle stated against this endorsement number M.602 in this Schedule.

It is further declared and agreed that in respect of the Specified Vehicle the liability of the Company under SECTION 1 is restricted solely to loss or damage resulting from fire self-ignition lighting or explosion.

PM.4 FULL THIRD PARTY

Notwithstanding anything contained in this Policy to the contrary it is hereby declared and agreed that SECTION 1 and CLAUSES 3 and 7 are deemed deleted and of no effect in respect of any Specified Vehicle stated against this endorsement number M.603 in the Schedule.

PM.5 ROAD TRAFFIC ACT COVER

Notwithstanding anything contained in this Policy to the contrary it is hereby declared and agreed that Road Traffic Act indemnity only in terms of and described in CLAUSE 4 of this Policy shall be operative in respect of any Specified Vehicle stated against this endorsement number M.604 in the Schedule.

PM.6 "LAID UP" FIRE AND THEFT

Notwithstanding anything contained in this Policy to the contrary it is hereby declared that SECTIONS II and III and CLAUSES 3,4,5 AND 6,7 and 8 are deleted and of no effect in respect of any Specified Vehicle stated against this endorsement number M.605.

It is further declared and agreed that in respect of the said Specified Vehicle the liability of the Company under SECTION I is restricted solely to loss or damage resulting from fire self-ignition lighting or explosion or by theft or any attempt thereat.

PM.7 NO CLAIM REBATE

Clause 3-NO CLAIM REBATE IS CANCELLED