

SHIELD CAR INSURANCE POLICY

Whereas the Insured described in the schedule, by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein, has applied to Madison Insurance Company (hereinafter called "the Company") for the insurance hereinafter contained, and in consideration of the premium specified herein having been paid or agreed to be paid, the company is hereby bound in accordance with the terms and conditions contained herein or endorsed hereon.

Now this Policy witnesseth that the company will indemnify the insured against loss or damage to the vehicle(s) described in the schedule and liabilities sustained during the period of insurance and subject to the terms exceptions and conditions herein or endorsed hereon (hereinafter collectively referred to as the Terms of this Policy).

Signed for and on behalf of the Company

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Underwriter For Chief Executive

Section 1 - Own Damage

Loss or damage to the motor vehicle

1. The Company will pay to the Insured for loss or damage to the Motor Vehicle and its accessories and spare parts whilst on the vehicle. At its own option the Company may pay in cash the amount of the loss or damage or may repair, reinstate or replace the Motor Vehicle or any part thereof or its accessories or spare parts. The liability of the

Company shall not exceed the value of the parts lost or damaged and the reasonable market value of the Motor Vehicle at the time of the loss or damage but not exceeding the Insured's estimate of value stated in the Schedule.

Hire purchase Agreement

2. If to the knowledge of the Company the Motor Vehicle is the subject of a hire purchase agreement any payment in cash shall be made to the owner described in the hire purchase agreement whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.

Protection and removal after accident

3. If the Motor Vehicle is disabled by reason of loss or damage insured under this Policy, the Company will bear the cost of protection and removal to the nearest repairers and of delivery within the country where the loss or damage was sustained up to a maximum limit of ZMW500 within a 25km radius and ZMW2,000 outside the 25km radius.

Authority to repair

4. The Insured may authorise the repair of the Motor Vehicle necessitated by damage for which the Company may be liable under this Policy provided that:
 - a) The estimated cost of such repair does not exceed ZMW500.00.
 - b) A detailed estimate of the cost is forwarded to the Company without delay.

Exceptions to Section 1

The Company shall not be liable to pay for:

- a) Consequential loss or loss of use
- b) Depreciation, wear and tear, mechanical, electrical breakdown failures or breakages.
- c) Damage to tyres unless damage is caused to other parts of the Motor Vehicle at the same time.
- d) Customs and Excise duty on vehicle(s) and/or on parts and accessories if duty was not paid on such a vehicle(s).
- e) The first amount payable on each and every claim.
- f) Loss of keys, unless through theft and/or the insured having reason to believe that any unauthorised person may be in possession of a duplicate key.
- g) Detention, seizure or confiscation by Government or Customs Officials.

Section II - Third Party Liabilities

Indemnity to the Insured

1. The Company will subject to the Limits of Liability and the Jurisdiction Clause, pay the Insured for all sums including claimants costs and expenses which the Insured shall become legally liable to pay in respect of:
 - a) Death of or bodily injury to any person
 - b) Damage to property

Where such death or injury or damage arises out of an accident caused by or in connection with the Motor Vehicle or

the loading or unloading of the Motor Vehicle.

Indemnity to other persons

2. The Company will subject to the Limits of Liability and the Jurisdiction Clause pay any Authorised Driver or at the request of the Insured any person (other than the person driving) getting into or out of the Motor Vehicle for all sums including claimant's costs and expenses which such Authorised Driver or person shall become legally liable to pay in respect of:
 - a) death of or bodily injury to any person
 - b) Damage to property

Where such death or injury or damage arises out of an accident caused by or in connection with the Motor Vehicle or the loading or unloading of the Motor Vehicle.

Indemnity to legal representatives

3. In the event of the death of any person entitled to indemnity under this Section the Company will in respect of the liability incurred by such person indemnify his legal representatives in the terms and subject to the limitations which applied to such a person.

Applications of limits of liability

4. In the event of an accident involving payment under this Section to more than one person the Limits of Liability shall apply to the aggregate amount of payment to all persons paid and such payment shall apply in priority to the Insured.

Representation and defence

5. The Company may at its own option:

- a) Arrange for representation at any inquest or fatal inquiry in respect of any death which may be the subject of payment under this Section.
- b) Undertake the defence of proceedings in any court of law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Section.

Expenses

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

Exceptions to Section II

The Company shall not be liable:

- a) Under sub-sections 2 to 3 of Section II, to indemnify any person;
 - i) unless such person shall observe fulfil and be subject to the Terms of this Policy in so far as they can apply.
 - ii) if such person is entitled to indemnify under any other policy.
- b) in respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this Section.
- c) In respect of death or bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in

connection with the bringing of the load to the Motor Vehicle for loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom.

- d) In respect of death of or injury to any person being carried in or upon or entering or getting onto or alighting from a vehicle described in the schedule at the time of the occurrence of the event from which any claim arises.
- e) In respect of damage to property belonging to or held in the custody or control of:
 - i) the insured
 - ii) any person claiming to be indemnified under sub-section 2 or
 - iii) a member of the same household as the Insured or of the same household as any person claiming to be indemnified under sub-section 2.
- f) Loss of use, consequential loss, loss of profit or business or cost of hiring another vehicle or storage charge.
- g) The first amount payable on each and every third party claim in respect of property damage.

Provided that the liability of the Company under this Section II, shall be limited to the sum indicated on the cover-note or policy schedule, in respect of property damage, death and/or bodily injury for any accident or series of accidents arising out of any one event.

Avoidance of certain terms and right of recovery

If the Company is obliged by the law to pay an amount for which the company would not otherwise be liable under

this Policy the Insured shall repay the amount to the Company.

Section III - Medical Expenses

The Company will subject to the Limits of Liability pay to the Insured the reasonable medical expenses incurred in connection with any bodily injury violent accidental external and visible means sustained by the Insured or Authorised Driver or any occupant of the Motor Vehicle as the direct and immediate result of an accident to the Motor Vehicle. The limit of this extension shall be ZMW100.00 per person.

Section IV - Motor vehicle in custody of Motor trade

The Company will not be liable for any loss or damage, whilst the Motor Vehicle is in the custody or control of a member of the Motor Trade for the purpose of overhaul upkeep or repair. The Motor Trader assumes full responsibility of any loss and damage to the vehicle in his custody or control.

Section V - Towing Disabled Vehicles

This policy shall operate whilst the motor vehicle is being used for the purpose of towing any one disabled mechanically propelled vehicle. However, the cover will not extend to the vehicle being towed. Further, the towing should not be for hire or for reward.

Section VI - No Claim Rebate

In the event of no claims being made or arising under this Policy during a period of insurance specified below immediately preceding the renewal of this Policy, the renewal premium for the insurance of the vehicles shall be reduced as follows:-

Period of insurance	Reduction
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The preceding year	15%
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The preceding two consecutive years	30%
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The preceding three consecutive years	45%
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The preceding four consecutive years	60%
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The preceding five consecutive years	65%
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In the event of a claim occurring during the period of insurance the above rebates will revert down as follows:

From 65% to 45%, 60% to 30%, 45% to 15%, 30% to Nil.

Should the Company consent to a transfer of interest in this policy, the period during which the interest was in the transfer shall not accrue to the benefit of the transferee. If more than one vehicle is described in the schedule of this policy, the No Claim Discount shall be applied as if a separate policy had been issued in respect of each such vehicle.

Section VII - Personal Accident Cover

It is agreed that the Company will pay to the Insured or spouse compensation as Provided in the Schedule hereto for accidental bodily injury sustained by him/her and or spouse whilst driving the insured vehicle if the injury, independent of any other cause and within three (3) calendar months, results in:

a) Death	ZMW200
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b) Total and permanent loss of sight in both eye	ZMW200
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c) Total and permanent loss of sight in one eye	ZMW100
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- d) Total and permanent loss of hearing or speech ZMW100
- e) Loss of arm from shoulder ZMW150
- f) Loss of forearm or hand ZMW150
- g) Loss of leg below hip ZMW150
- h) Loss of leg at or below knee ZMW120

PROVISIONS AND EXCEPTIONS

Payment will be made direct to the injured person or the legal personal representatives provided:

1. Payment in respect of any one person shall be made under only one of the above benefits in respect of any one occurrence.
2. The total payment of the Company in respect of any one person shall not in the aggregate exceed the sum of ZMW200.00 during any one period of insurance.
3. If the insured person has another motor car insured with the Company benefit shall be recoverable under one policy only.
4. The insured person is not over 75 years of age at the time of sustaining the injury.
5. The injury is not the result of suicide or attempted suicide.

GENERAL EXCLUSIONS

The Company shall not be liable in respect of;

1. Any accident loss damage or liability caused sustained or incurred.

- a) Outside the Republic of Zambia and the Pedicle Road of Democratic Republic of Congo.
- b) Whilst on the Insured's order or with his permission or to his knowledge any Motor Vehicle in respect of which indemnity is provided by this Policy is
 - i) Being used otherwise than in accordance with the Limitation as to Use.
 - ii) Being driven by any person other than an Authorised Driver or is for the purpose of being driven by him in the charge of such person.
 - iii) Being driven by a provisional driving licence holder, unless agreed and stated in the policy and subject to additional premium having been paid.

2. Political Riots Exclusion Clause:

Any accident loss or liability (except so far as is necessary to meet the requirements of the Legislation) 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 act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war mutiny rebellion revolution insurrection military or usurped power
- b) Plundering, looting, war, pillage in connection with riots and or civil commotion.
- c) Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority

e) Detention seizure confiscation or any attempt threat, or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the person claiming to be indemnified shall prove that the accident loss damage or liability arose independently of an was in no way connected 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) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

In any action, suit or other proceeding in which the Insurer alleges that by reason of these provisions any loss or damage is not covered by this Agreement, the burden of proving that such loss or damage is covered shall be upon the Insured.

3. Terrorism Exclusion Clause

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy does not cover any liability, loss, damage or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage or expense.

For the purpose of this exclusion, terrorism means an act of violence or an act dangerous to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear.

In any action suit or other proceedings where the insurer alleges that by reason of this definition a loss, damage or expense is not covered by this policy, the burden of proving that such loss, damage or expense is covered shall be upon the insured.

4. Contractual Liability

Any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

5. Consequential Loss

Any accident loss of use or consequential loss or damage to any property whatsoever or any loss of profit or expense whatsoever resulting or arising therefrom.

6. Ionising Radiation/Radioactivity

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 combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustaining process of nuclear fusion.

7. Nuclear Weapons or Material

Any accident loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons or material.

8. Electronic Date Recognition Clause

Section 1

The insurance does not cover any loss, damage cost, claim or expense, whether preventive, remedial or otherwise, directly or indirectly arising out of or relating to:

- a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any micro-chip, integrated circuit or similar device in computer equipment or non-computer equipment whether the property of the insured or not; or
- b) any change, alteration or modification involving the date change to the year 2000 or any other date change, including leap year calculations, to any such computer system, hardware, programme or software or any micro-chip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other clause or event that contributes concurrently or in any sequence of the loss, damage, cost, claim, or expense.

However, this section shall not apply in respect of physical damage occurring at the insured's premises arising out of the perils of fire, lightening, explosion, aircraft or vehicle impact, falling objects. Windstorm, hail, tornado,

hurricane, cyclone, riot, strike civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

Section 2

Notwithstanding Section 1 above, this insurance does not cover any costs and expenses whether preventive, remedial or otherwise, arising out of or in relation to change alteration or modification of any micro-chip, integrated circuit or similar device in computer or non computer equipment whether property of the insured or not.

Section 3

The date change to the year 2000 or any other date change, including leap year calculations shall not in and of itself be regarded as an event for the purpose of this insurance.

9. Damaged or Defective Parts

It is hereby declared and agreed that indemnity provided by this policy under Section I shall exclude the damaged and defective parts, subject otherwise to the terms exceptions and conditions of the policy.

GENERAL CONDITIONS

1. Interpretation

This policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may.

2. Insured's duty

The due observance and fulfilment of the Terms to this Policy in so far as they relate to anything to be done or

not to be done by the Insured or any person claiming to be indemnified and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

3. Written Notice

Every notice or communication to be given or made under this Policy shall be delivered in writing to the Company.

4. Care of motor vehicle

The Insured shall take all reasonable steps to safeguard the Motor Vehicle from loss or damage and to maintain the Motor Vehicle in an efficient condition and the Company shall have at all times free and full access to examine the Motor Vehicle or any part thereof or any driver or employee of the Insured. In the event of any accident or breakdown, the Motor Vehicle shall not be left unattended without proper precautions being taken to prevent further loss or damage and if the Motor Vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the Motor Vehicle shall be excluded from the scope of the indemnity granted by this Policy.

5. Notification of accidents

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall within twenty one (21) days give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured or any person claiming to be indemnified shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrence. In case of theft or

other criminal act which may give rise to a claim under this Policy the Insured shall within 48 hours give notice to the Police **and** the Company and co-operate with the Company in securing the conviction of the offender.

6. Claims Procedure

No admission offer promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified, without written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the insured or such person, the defence or settlement of any claim or prosecute in the name of the insured or such person for its own benefit any claim of indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the insured and such person shall give all such information and assistance as the company may require.

7. Joint Insured

In the event of a claim for indemnity under Section II of this Policy, the terms "the insured" where it appears in paragraph I of the said Section and under the heading 'Authorised Driver' in the Schedule shall be deemed to have been deleted and replaced by the name of the of the insured in respect of whose liability indemnity is claimed.

8. Cross Liability

Where more than one person comprises 'the insured', each party shall for the purpose of Section II be considered as a separate and distinct unit and the words 'the insured' shall be considered as applying to each party in the same manner as if a separate Policy had been issued to each of the said parties and the company agrees to waive all rights of subrogation of action which they may

have or acquire against any of the aforesaid parties arising out of any event or occurrence in respect of which any claim is made hereunder.

9. Jurisdiction Clause

Notwithstanding anything contained herein to the contrary, it is agreed that the indemnity provided shall not apply to:

- a) Compensation for damage in respect of judgement delivered or obtained in the first instance other than by a court of competent jurisdiction within Zambia.
- b) Cost and expenses for litigation recovered by any claimant from the insured which are not incurred in and recoverable in Zambia.

Subject otherwise to the terms and conditions and exceptions of this Policy.

10. Replacement Parts

In the event of loss or damage to the motor vehicle or its accessories or spare parts necessitating the supply of a part not obtainable from the stocks held in the country in which the motor vehicle is held for repair, and in the event of the company exercising the option under Section I – II to pay in cash the amount of the loss or damage, the liability of the company in respect of any such part shall be limited to:

- i) The price quoted in the latest catalogue or price list issued by the manufacturer or his agents for the country in which motor vehicle is held for repair or,
- ii) If no such catalogue or price list exists, the price last obtaining at the manufacturer's factory plus the reasonable cost of transport other than by

air to the country in which the motor vehicle is held for repair and the amount the relative import duty and the reasonable cost of fitting such part.

In addition, the company will not consider any vehicle a total loss on account of non-availability of the parts.

11. Cars subject to loan agreement

Where the motor vehicle which is subject of a loan agreement between insured of the one part, and the financier of the other part, it is understood and agreed that the said other part is interested in any monies which but for this condition would be payable to the insured under this policy in respect of loss of or damage to the motor vehicle (which loss or damage is not made good by repair reinstatement or replacement) and such monies shall be paid to the said part, as long as he/she is or they are interested in the motor vehicle and the receipt of the said shall be full and final discharge to the company in respect of loss or damage.

Save by this condition expressly agreed nothing shall modify or effect the rights or liabilities of the insured or of the company respectively under or in connection with this policy or any conditions or terms thereof.

12. Limitations as to use

The vehicle will be used for social, domestic and pleasure purposes and use for the business of the insured and the insured's employer or partner, excluding hiring, commercial travelling, racing competition, rallies or use for any purpose in connection with motor trade.

13. Premium Clause – Fleet Policies

The premium hereon is calculated at an agreed rate per vehicle and that the premium shown in the schedule of the

policy is a deposit premium based on the insured's declaration of the total number of vehicles in his/her/their ownership and/or possession and insured by this policy at inception.

The insured shall similarly declare on expiry date of the policy the total number of vehicles in his/their possession and that an additional or return premium be paid by applying the difference in the declaration of the number of vehicles at the commencement of the insurance to one half of the annual premium rate per vehicle as stated above. The declaration of the number of vehicles at the expiry of the period of insurance shall be used to calculate a deposit premium for any subsequent period of insurance which premium shall be adjusted in like manner to the first premium.

14. Average Condition

When at the time of a claim the insured vehicle has a market value higher than the sum insured, it is understood that the company shall bear only that proportion of the loss which the sum insured bears to the market value.

15. Premium Payment Warranty

It is warranted that the premium shall be paid and in the possession of the company within thirty (30) days from the inception or renewal date of the policy. Where a Premium Instalment Plan Agreement has been entered into between the insured and the company, the terms and provision of the instalment plan shall take precedence.

In the event of the warranty not being complied with, this policy shall automatically lapse from date of expiry of the stated period. When the policy so lapses, any claims arising during the period of lapsation shall not be admissible even upon revival of the policy. The policy may be revived at any time within 30 days from the date

of lapsation upon payment of the of the premium in full. The policy shall then be reinstated with effect from the date of payment.

16. Payments of limits of liability

At any time after the happening of any event giving rise to a claim or series of claims under Section II – 1(b) and Section II – 2(b) of this Policy, the Company may pay to the Insured or any person claiming to be indemnified the full amount of the Company's liability under Section II – 1(b) and Section II – 2(b) 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 by the Insured or such person in consequence of any alleged action or omission of the Company in connection with such defence settlement, of proceedings or of the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the Insured or such person or by any claimant or other person after the Company shall have relinquished such conduct.

17. Other insurance

If at any time any claim arises under this Policy, there is any other 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 would have been relieved under Exception (a) (ii) to Section II of this Policy.

18. Cancellation

The Company may cancel this Policy by sending 14 days notice by registered letter to the Insured at his

known address and in such event will return to the Insured the premium paid less the pro rata portion thereof for the time during the current Period of Insurance the Policy has been in force or the Policy may be cancelled at any time by Insured on 14 days' notice and (provided no claim has arisen during the current Period of Insurance and the current Certificate(s) of Insurance has been returned to the Company on or before the date of cancellation) Insured shall be entitled to the difference (if any) between the premium paid and the premium calculated at the Company's short Period rates for the time during the current Period of Insurance the Policy has been in force.

19. Arbitration

Where a claim has been accepted but there is a disagreement over the amount to be paid, it will be referred to an Arbitrator appointed in accordance with current statutory provisions. When this occurs an award must be made before proceedings are commenced against us.

20. Payment of First Amount Payable

The company is not responsible for the first 15% and/or minimum excess in respect of theft and 10% and/or minimum excess in respect of any other loss.

In the event of the vehicle being driven by a person who has held a driving licence for less than two (2) years and/or a person who is less than twenty five (25) years or above sixty five (65) years, an additional excess of 10% shall be charged on each and every loss.

In addition, the excess will be paid directly to the company before a repair authorisation order is issued to the garage, in event of the company deciding to repair the vehicle subject

of claim unless waived by the company.

21. New Vehicles

Where a vehicle is less than two years from date of manufacture or has less than 50,000km mileage on the clock, whichever is lower, the first amount payable shall not apply in the event of a constructive total loss claim.

22. Windscreen/Window Glass Cover

In the event of a windscreen or window being broken from any cause, the liability of the company to the insured will be limited to 5% of the sum insured, in respect of the Windscreen and 2% in respect of any window glass, or the market values which ever is less.

23. Radio Cassette/CD Player

Where the value of Radio Cassette/CD Player is included in the sum insured of the vehicle or any accessories thereof, the company will pay the insured 5% of the sum insured in the event of a claim.

24. Duty Free Clause

In the event of the values declared in the schedule being duty free, the insured shall in the event of loss or damage to the insured vehicles be responsible for duty payable either on vehicle and/or the part(s) lost or damaged.

EXTENSIONS – The following extensions only apply when indicated in the policy schedule

MZP : 1 Legal liability of Passengers for acts of negligence

It is hereby understood and agreed that the Company will at the request of the Insured, and upon payment of an additional premium, indemnify in terms

of Section II of this Policy any person mounting into dismounting from or travelling in the Motor Vehicle such person being hereinafter called "the passenger".

Provided that the passenger:

- i) Is not driving the Motor Vehicle or in charge of the Motor Vehicle for the purpose of driving;
- ii) Is not entitled to indemnity under any other policy.
- iii) Shall as though he were the Insured observe, fulfil and be subject to the Terms of this Policy in so far as they can apply.

Exceptions

The Company shall not be liable in respect of:

- a) Death of or bodily injury to;
 - i) The insured
 - ii) Any person driving the Motor vehicle for the purpose of driving
 - iii) Any person in the employment of the Passenger where such death or bodily injury arises out of or in the course of such employment.
- b) Damage to property belonging to or held in trust by or in the custody or control of the Insured or of the passenger or being conveyed by the Motor Vehicle.

MZP : 2 Third Party Only

It is hereby understood and agreed that Sections 1, III, IV, VI and VII of

this Policy are deemed to be cancelled.

MZP : 3 Third party indemnity to Employer

It is hereby understood and agreed that in the terms of and subject to the limitations of the indemnity which is granted by Section II of this Policy to be Insured the Company will indemnify the Employer whilst any motor vehicle in connection with which indemnity is granted under this Policy (other than a motor vehicle belonging to the Employer or hired to him under a Hire Purchase Agreement) is being used by the Insured upon the business of the employer provided that such indemnity shall not include liability for death or bodily injury, sustained by any person arising out of and in the course of the employment of such person by the Employer.

Provided always that the Employer:

- a) Shall as though he were the Insured observe fulfil and be subject to the Terms of this Policy in so far as they can apply.
- b) Is not entitled to indemnity under any other Policy.

MZP : 4 Increase of third party property damage limit

In consideration of an additional premium, it is hereby understood and agreed that the limit of the Company's Liability under Section II – 1(b) of this Policy in respect of any one claim or series of claims arising out of one event is increased to the amount stated in policy schedule.

MZP : 5 Held Covered

It is hereby agreed that the company will assume liability within the terms, conditions and limitations of this policy in the event of the insured failing to advise of the purchase and/or acquisition and/or ownership of a

vehicle which would otherwise have been insured within a within terms of this policy. Provided that the company is notified within a period not exceeding thirty (30) days of such purchase and/or ownership.

MZP : 6 Strike, riot and malicious damage

It is hereby agreed that this policy is extended to include any accident loss, damage or liability arising from riot, strike and malicious damage within Zambia subject otherwise to the terms and conditions of the policy, but excluding political riot of any kind.

In the event of any claim hereunder the insured shall prove that the accident loss damage 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 consequences thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

Subject otherwise to the terms of this Policy.

MZP : 7 Third Party Fire and Theft

It is hereby understood and agreed that notwithstanding anything to the contrary contained in Section I of this Policy, the Company shall not be liable except in respect of loss or damage by fire external explosion self-ignition or lightning or theft. Subject otherwise to the terms of this Policy.

MZP : 8 Extension of cover to other countries

It is declared and agreed that the Geographical Area is extended to include COMESA and SADC countries, but the indemnity provided thereby shall be inoperative in respect of any compensation or claim as falls within the scope of the Compulsory

Third Party Motor Insurance Laws of the said countries. This exception shall apply notwithstanding that no insurance under the said laws in force or has been effected.

Provided always that the Insurers shall be discharged their liabilities under this extension by having made payment within the Republic of Zambia.

MZP : 9 Third Party Loss of Use

It is hereby agreed and understood, and subject to the payment of additional premium, the policy is extended to cover third party loss of use at the amount agreed and stated in the policy schedule.