

POLICY NO : 305/1/2018/02469

POLICY CLAUSES HEADINGS

CANCELLATION CLAUSE

This policy or any section may be cancelled at any time by the company giving 30 days' notice in writing (or such other period as may be mutually agreed) or by the insured giving immediate notice. On cancellation by the insured, the company shall be entitled to retain the customary short period or minimum premium for the period the policy or section has been in force. On cancellation by the company, the insured shall be entitled to claim a pro-rata proportion of the premium for the remainder of the period of insurance from the date of cancellation.

WINDSCREEN LIMITATION CLAUSE

In the event of a claim on the windscreen, the corporation's liability shall be limited to a maximum of 10% of the sum insured of the vehicle.

POLITICAL RISKS EXCLUSION CLAUSE

The following shall be excluded from this Agreement:

Any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:

War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.

1. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
2. 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.
3. Plundering, looting war pillage in connection with political riots and /or civil Commotion.

4. Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organisation.

For the purpose of this provision, "terrorism" shall mean the use of violence for political ends and shall include any use of violence for the purpose of putting the public or any section of the public in fear.

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 is covered shall be upon the Company.

All other terms conditions and exceptions of the policy remain unaltered

TOWING CHARGES

The corporation's liability in respect of towing charges is limited to a maximum of ZMW1, 500.00 any one event.

DRIVERS CLAUSE

Unless otherwise agreed, driving shall be restricted to persons aged 22years and above who have held a valid licence for at least 2years.

MEMORANDUM (UNEXPLAINED LOSSES)

It is hereby Declared and Agreed that the Corporation shall not be liable for any losses resulting from Mysterious or Unexplained causes

TERRORISM EXCLUSION CLAUSE 2

The insurance provided under this Agreement shall not apply to the following:

Any loss, cost or expense arising out of or related to, either directly or indirectly, any "Terrorist Activity," as defined herein. This exclusion applies regardless of any other cause or event that in any way contributes concurrently or in any sequence to the loss, cost or expense. For the purposes of this exclusion,

A. "Terrorist Activity" shall mean any deliberate, unlawful act that:

1. Is declared by any authorized governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or

2. Includes, involves, or is associated with the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to
 - a) Promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
 - b) Influence, disrupt or interfere with any government related operations, activities or policies;
 - c) intimidate, coerce or frighten the general public or any segment of a national economy; or
 - d) disrupt or interfere with a national economy or any segment of a national economy;
3. includes, involves, or is associated with, in whole or in part, any of the following activities, or the threat thereof:
 - a) Hijacking or sabotage of any form of transportation or conveyance, including but not limited to spacecraft, satellite, aircraft, train, vessel, or motor vehicle;
 - b) hostage taking or kidnapping
 - c) the use of any biological, chemical, radioactive, or nuclear agent, material, device or weapon;
 - d) the use of any bomb, incendiary device, explosive or firearm;
 - e) the interference with or disruption of basic public or commercial services and systems, including but not limited to the following services or systems: electricity, natural gas, power, postal, communications, telecommunications, information, public transportation, water, fuel, sewer or waste disposal;
 - f) the injuring or assassination of any elected or appointed government official or any government employee;
 - g) the seizure, blockage, interference with, disruption of, or damage to any government buildings, institutions, functions, events, tangible or intangible property or other assets; or
 - h) the seizure, blockage, interference with, disruption of, or damage to tunnels, roads, streets, highways, or other places of public transportation or conveyance.

B. Any of the activities listed in section A (3) above shall be considered Terrorist Activity except where the Company can conclusively demonstrate to the insurer that the foregoing activities or threats thereof were motivated solely by personal objectives of the perpetrator that are unrelated, in whole or in part, to any intention to

1. promote or further any political, ideological, philosophical, racial, ethnic, social or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;
2. influence, disrupt or interfere with any government related operations, activities or policies;
3. intimidate, coerce or frighten the general public or any segment of the general public; or
4. disrupt or interfere with a national economy or any segment of a national economy

EXCESS CLAUSE (ZMW)

The insured shall be responsible for the first 10% of each and every claim/loss subject to retained minimum liability of ZMW500.00

>20% Minimum ZMW300.00 for all theft claims

>10% Minimum for ZMW150.00 for exclusively windscreen claims

AVERAGE CLAUSE

If the property insured is at the time of loss, collectively of greater value than the sum insured, then the insured shall be considered their own insured for the difference and shall bear a rate able share of the loss accordingly