

Preamble

In consideration of the payment of the premium by or on behalf of the entity specified in the Certificate of Insurance (hereinafter called INSURED), the Insurance Company HOLLARD MOÇAMBIQUE S.A.R.L. (hereinafter simply referred to as HOLLARD) agrees to compensate the INSURED against legal liability resulting from death or injury to persons or damage to property caused to Third Parties by the Insured Vehicle specified in the schedule during the Period of Insurance and subject to the terms, exceptions and conditions of this Insurance Policy.

General conditions

1. Misrepresentation, misdescription and non-disclosure

Misrepresentation, misdescription or non-disclosure in any material particular shall render this policy voidable.

2. Prevention of loss

The INSURED shall take all reasonable steps and precautions to prevent accidents or losses.

3. Claims

(a) On the happening of any event which may result in a claim under this policy the INSURED shall, at their own expense

- (i) give notice thereof to HOLLARD within 7 days and provide particulars of any other insurance covering such events as are hereby INSURED
- (ii) as soon as practicable after the event inform the police of any accident.
- (iii) as soon as practicable after the event submit to HOLLARD full details in writing of any claim
- (iv) give HOLLARD such proofs, information and sworn declarations as HOLLARD may require and forward to HOLLARD immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the INSURED in connection with the event giving rise to the claim.

(b) In the event of a claim being rejected and legal action not being commenced within 3 months after such rejection all benefits afforded under this policy in respect of any such claim shall be forfeited.

4. Company's rights after an event

(a) On the happening of any event in respect of which a claim is or may be made under this policy, HOLLARD and every person authorised by them may, without thereby incurring any liability and without diminishing the right of HOLLARD to rely upon any conditions of this policy, take over and conduct in the name of the INSURED the defence or settlement of any claim and prosecute in the name of the INSURED for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the INSURED without the written consent of HOLLARD.

(b) The INSURED shall, at the expense of HOLLARD, do and permit to be done all such things as may be necessary or reasonably required by HOLLARD for the purpose of enforcing any rights to which HOLLARD shall be, or would become, subrogated upon indemnification of the INSURED whether such things shall be required before or after such indemnification.

(c) Upon the happening of any event which is covered by this policy, HOLLARD may, pay to the INSURED the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and HOLLARD shall thereafter not be under further liability in respect of such event.

5. Fraud

If any claim under this policy is in any respect fraudulent or if any fraudulent means or devices are used by the INSURED or anyone acting on their behalf or with their knowledge or consent to obtain any benefit under this policy or if any event is occasioned by the wilful act or with the connivance of the INSURED, the benefit afforded under this policy in respect of any such claim shall be forfeited.

6. Breach of conditions

Any breach of the conditions of this policy shall render voidable this contract of insurance.

7. No rights to other persons

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

General provisions

A. Meaning of words

The Certificate of Insurance and this policy wording shall be read together and any word or expression to which a specific meaning has been given in any part thereof shall bear such meaning wherever it may appear.

Specific conditions

Defined events

Any accident caused by or through or in connection with any vehicle described in the schedule or in connection with the loading and/or unloading of such vehicle against all sums including claimant's costs and expenses which the INSURED and/or any passenger shall become legally liable to pay in respect of

- (i) death or bodily injury to any person but excluding death of or bodily injury to any person in the employ of the INSURED arising from and in the course of such employment or being member of the same household as the INSURED
- (ii) damage to property other than property belonging to the INSURED or held in trust by or in the custody or control of the INSURED or being conveyed by loaded onto or unloaded from such vehicle.

HOLLARD will also:

1. Pay all costs and expenses incurred with their written consent and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this policy 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 policy, provided that the total of HOLLARD's liability under both this extension shall not exceed the maximum limit of indemnity stated to apply to this policy.

Exceptions

HOLLARD shall not be liable under this policy for:

- (a) death of or injury to any person being carried in or upon or entering or getting onto or alighting from a vehicle described in definition (b) (c) (d) or (e) at the time of the occurrence of the event from which any claim arises
- (b) liability arising from the operation demonstration or use for purposes other than maintenance or repair of a vehicle (unless it is a fork lift truck) of any tool or plant forming part of or attached or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant

Limits of indemnity

Unless otherwise stated the liability of HOLLARD under this policy in respect of any one occurrence shall not exceed the limits of indemnity as stated in the schedule.

Definitions

1. Occurrence

The term occurrence shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance.

Memoranda

Description of use clause

Use for social domestic and pleasure purposes and use for the business or occupation of the INSURED, excluding hiring, carriage of passengers for hire or carriage of fare paying passengers, racing speed or other contests, rallies, trials, carriage of explosives or carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry or use for any purpose in connection with the motor trade. The indemnity to the INSURED in connection with any vehicle shall operate while such vehicle is in the custody or control of a member of the motor trade for the purpose of its overhaul upkeep or repair

Specific exceptions

1. HOLLARD shall not be liable for any accident injury loss damage or liability
 - (a) whilst the vehicle is being used otherwise than in accordance with the description of use clause
 - (b) incurred outside the area which constitutes the Republic of Mozambique
 - (c) whilst the vehicle is being used for any off-road driving along or below the shoreline, beach driving or dune driving, including whilst the vehicle is being used for launching and recovering of any watercraft from the surf.
 - (d) incurred while any vehicle is being driven by
 - (i) the INSURED whilst under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or while not licensed to drive such vehicle
 - (ii) any other person with the general consent of the INSURED who to the INSURED's knowledge is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or is not licensed to drive such vehicle provided that any driver shall be deemed to be licensed to drive the vehicle if he is complying with the licensing laws relating to any of the territories referred to under specific exception (b) or if non-compliance with any licensing laws solely because of failure to renew any license subject to periodic renewal or if a license is not required by law while such driver is learning to drive and is complying with the laws relating to learners.

2. HOLLARD shall not be liable for any claim arising from contractual liability unless such liability would have attached to the INSURED notwithstanding such contractual agreement.