

**ENDORSEMENT ATTACHING TO AND FORMING PART OF THE CROSS COUNTRY POLICY  
WORDING WITH EFFECT FROM 1 JANUARY 2010**

The following changes are made to the wording of the Cross Country Policy:

**a) General Condition 5 is deleted and replaced as follows:**

**"5. Premium Payments**

- 5.1 If You place a stop payment on Your premium this Policy will automatically be cancelled from the date that the premium was due to be paid.
- 5.2 We may change the amount of premium payable under this Policy at any time but if We do We will give You thirty (30) days written notice of the change.
- 5.3 Monthly Policy
  - 5.3.1 The premium is payable in advance and must be paid on the due date which is the first day of every month.
  - 5.3.2 If We do not receive Your premium by the due date a thirty (30) day grace period will be granted by Us from such due date and a debit order will be submitted at the beginning of the next month in respect of the unpaid debit order and the premium for the next month. If payment of the double debit is not received, Your Policy will be cancelled automatically from the original due date.
  - 5.3.3 Should You have a claim during the grace period of thirty (30) days mentioned in sub clause 5.3.2 above, We will not process the claim until You have paid the outstanding premiums or You have agreed that the premiums be deducted from any payment due to You.
- 5.4 Annual Policy
  - 5.4.1 The premium is due and payable on or before inception date or renewal date as the case may be. We shall not be obliged to accept the premium that is tendered to Us after thirty (30) days from inception date or renewal date as the case may be.
  - 5.4.2 If We do not receive Your premium within thirty (30) days after the due date, You will not have any cover and the Policy shall lapse automatically from midnight (24h00) on the day before the due date.

**b) General Condition 20 is deleted and replaced as follows:**

**"20 Interest Payments due by Us**

No interest will be payable on any amount due by Us in terms of this Policy unless a Court of Law orders otherwise."

**c) The following General Exclusions 8, 9 and 10 are added:**

**"8. Uninsured Computer Risks**

Notwithstanding any provision of this Policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a General Exclusion, this Policy does not cover:

- 8.1 Loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising there from;
- 8.2 Any legal liability of whatsoever nature;
- 8.3 Any consequential loss;

directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all:

- 8.3.1 To treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with such date; or
- 8.3.2 To capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date; or
- 8.3.3 To capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes; or
- 8.3.4 To capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including, but not limited to, any Trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether Your property or not.

Where the loss, damage or liability is attributable to more than one proximate cause, this Exclusion will not apply if any other such cause is an insured peril.

In the event of the mechanical breakdown of any machinery, equipment or Vehicle, We will not pay for the replacement or repair or modification of any part of any computer equipment causing the event but We will pay for any resultant loss, damage or liability covered under the policy.

## **9. Total Asbestos Exclusion**

Notwithstanding any provision of this Policy including any exclusion, exception or extension or other provision which would otherwise override a General Exception this Policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

**10. Wear and Tear**

Wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions)."

- d) **The reference number and heading for General Exclusion 8 is amended to read as follows:**

**"11. Nuclear Causes Exclusion."**

- e) **The final sentence under the heading 'General Exclusions' is amended to read as follows:**

"If We say that a claim is not covered in terms of General Exclusions 1 to 11 above, then You must prove the Contrary in order to legitimize Your claim."

- f) **The Description of Use Clause under the Motor Section is deleted and replaced as follows:**

**"DESCRIPTION OF USE**

The vehicle may only be used for the following purposes, according to the relative Description of Use, selected and stated in the Schedule:

**Use 1.** For social, domestic, pleasure, business and professional use, including full off road use, the conducting of or guiding on recognised 4x4 off-road trails, or the conducting of overland or safari trips.

**Use 2.** For professional outdoor tour operators, safari guides, owners and/or employees of game lodges and other similar operators.

**Special Extension pertaining to DESCRIPTION OF USE**

Provided that the Vehicle can be used for off-road driving by You, but such use is limited to off-road operation of the Vehicle and solely within the operating specifications and constraints as determined by the Manufacturer of such Vehicle. The Vehicle will be covered whilst the Insured is undergoing off road driver training instruction at any off road training facility, provided the off road training facility is fully registered and adheres to the regulations stipulated in accordance with the South African Qualifications Authority (SAQA) with regard to recreational driving.

**HOWEVER EXCLUDING:**

- a) any use whilst the Vehicle is in the custody and control of the motor trade for any use associated with the motor trade, including stock in trade Vehicles, or Vehicles hired or leased out or loaned, or Vehicles registered to motor traders for customer courtesy or demonstration use, or if the Vehicle is used for demonstration for purpose of sale or collection or delivery, other than where the Vehicle hereby insured is undergoing normal maintenance, service or repair, or otherwise where such risk is more specifically accepted to be insured by Us and stated in the Schedule;

- b) hiring or carriage of passengers for reward, with the exception of lift clubs, unless the journey involves an element of profit, or other than where such risk is more specifically accepted to be insured by Us and stated in the Schedule;
- c) use of the Vehicle in any form of endurance, durability, racing, speed or other contests, rallies, trials or competition, other than where such risk is accepted to be insured by Us in writing and is reflected by endorsement on the Schedule;
- d) towing for reward, unless such risk is accepted to be insured by Us and stated in the Schedule;
- e) use of the Vehicle for carriage of goods for reward;
- f) use of the Vehicle for carriage of explosives, inflammable and flammable liquids, illegal commodity, nuclear material, toxic waste or gas;
- g) use of the Vehicle for carriage of goods, where the load weight exceeds the manufacturer's load weight specifications for the Vehicle."

**g) Clause 1 under the heading COVER PROVIDED – COMPREHENSIVE under the Motor Section is deleted and replaced as follows:**

**"1. Indemnity**

- 1.1 We will at Our option pay for the repair (at a repairer of our choice), replacement or reinstatement of the Vehicle specified in the Schedule, which has incurred loss or damage by an event not excluded under this Section, up to the retail value of such Vehicle and up to the reasonable market value of its accessories, conversion or specialised fitments and spare parts therein or thereon at the time of such loss or damage, but not exceeding the Vehicle's sum insured and its accessories as stated in the Schedule, less the First Amount Payable. In the event of a credit shortfall existing following an insured total loss, We will only indemnify You if You selected cover under the optional extension of cover 1. Credit Shortfall at inception.

Provided that:

- 1.1.1 We must approve the repairs in writing before they are made;
- 1.1.2 If any part of the Vehicle is not available and this delays the repairs, We will not compensate You for the inconvenience or loss or liability that may arise as result of the delay;
- 1.1.3 Any Vehicle accessory which is not factory fitted will only be covered if noted specifically in the Schedule."

**h) Clause 2 under the heading COVER PROVIDED – COMPREHENSIVE under the Motor Section is deleted and replaced as follows:-**

**"2. Replacement of New Vehicles**

If you are the first registered owner of a new Vehicle and within twelve (12) months of registration date it is damaged to the extent that it is uneconomical to repair or it is stolen or hijacked and not recovered and physically returned to Us, the maximum amount payable by Us will be the New List Price, including the accessories specified on the Schedule, not exceeding fifteen percent (15%) of the Vehicle's original purchase price, less the First Amount Payable".

- i) **Clause 9 under the heading COVER PROVIDED – COMPREHENSIVE under the Motor Section is deleted and replaced as follows:**

**"9. Medical and Funeral Expenses Benefit**

We will pay a benefit of five thousand Rand (R5 000) in respect of each person who is accidentally injured as a direct result of an indemnifiable accident whilst travelling in the Vehicle, subject to a limit of twenty thousand Rand (R20 000) per event, if such accident results in the death of such person within a three (3) month period which is solely attributable to the original accident, We will also pay for the funeral expenses for each person thus affected up to a limit of two thousand Rand (R2 000) subject to a limit of eight thousand Rand (R8 000) per event. These benefits are in addition to the benefits which may be paid in terms of the EMERGENCY ASSISTANCE SERVICES (Netcare 911) and the INTERNATIONAL PERSONAL ACCIDENT covers. (Provided this Emergency Assistance and International Personal Accident cover is included in the Policy Package selected and reflected in the Schedule)."

- j) **The following clause is inserted under the heading COVER PROVIDED COMPREHENSIVE under the Motor Section:**

**"12. Substitute Vehicles**

While the insured Vehicle is undergoing repair following an insurance claim in terms of this Policy, the Vehicle rented to You via the rental company which is approved and authorised by Us, will be insured on Your behalf subject to the same First Amounts Payable applicable under this Policy. You will be responsible for the First Amounts Payable to the rental company, relative to loss of or damage to such rental Vehicle, providing that the value of the rental Vehicle does not exceed the sum insured of the insured Vehicle."

- k) **Special Exclusion 1.8 under the Motor Section is deleted and replaced as follows:**

"1.8 loss or damage resulting from the scratching, biting, chewing, tearing or soiling by any vermin or domestic pets;"

- l) **Special Exclusion 3.3 under the Motor Section is deleted and replaced as follows:**

"3.3 while You or any person who is driving the Vehicle is under the influence of drugs or alcohol or where the concentration of alcohol in the drivers blood exceeds the statutory limits in terms of legislation applying to the territory in which the Vehicle is being used or You or such person fails a breathalyser test.

- m) **Special Conditions 2, 3 and 4 under the Motor Section are deleted and replaced as follows:**

**"2. Drivers Licence**

You must give Us proof that the driver of any Vehicle was in possession of a valid driver's licence in terms of – the National Road Traffic Act 93 of 1996, or any replacement or similar applicable statute, or alternatively that the driver was in possession of a learners drivers licence and was complying with the laws relating to learner drivers at the time of the occurrence giving rise to any claim.

**3. Traffic Offences**

You must notify Us in writing immediately if You know of:

- 3.1 the endorsement, suspension or cancellation of any driving licence issued to You or Your authorised driver;
- 3.2 any driver of the Vehicle being charged or convicted of reckless, negligent or inconsiderate driving or driving under the influence of alcohol or of driving while his/her blood alcohol concentration exceeds the legal limit or such person fails a breathalyser test.

**4. Driving while under the influence**

There is no cover for loss, damage, injury or liability that arises:

- 4.1 while You drive or tow the Vehicle under the influence of intoxicating liquor or drugs or Your blood alcohol concentration exceeds the legal limit or You fail a breathalyser test;
- 4.2 while any other person drives or tows the Vehicle with Your express or implied permission, and is, to Your knowledge, under the influence of intoxicating liquor or drugs or their blood alcohol concentration exceeds the legal limit or such person fails a breathalyser test."

- n) **The Description of Use Clause under the Caravan and Trailer Section is deleted and replaced as follows:**

**"DESCRIPTION OF USE**

The Towed Unit can be used for the following purposes:

**Use 1.** For social, domestic, pleasure, business (only if approved by Us in writing and reflected on the Schedule) and professional use, including full off road use, the conducting of, or guiding on 4x4 off-road trails, or conducting of overland or safari trips.

**Use 2.** For professional outdoor tour operators, safari guides, game lodges and other similar operators.

Special Extension pertaining to DESCRIPTION OF USE

The Towed Unit can be utilised for off-road use by You but such utilisation is limited to off-road operation of the Towed Unit solely within the operating specifications and constraints as determined by the Manufacturer, relative to the specific make and model of the Towed Unit.

HOWEVER EXCLUDING:

- a) any use whilst the Towed Unit is in the custody and care of the motor trade for any use associated with the motor trade, including stock in trade Towed Units, or Towed Units hired or leased out or loaned, or Towed Units registered to motor traders for customer courtesy or demonstration use, or the use of a Towed Unit for demonstration or for purpose of sale or collection or delivery, other than where the Towed Unit hereby insured is undergoing normal maintenance, service or repair;
  - b) use of the Towed Unit in any form of endurance, durability, racing, speed or other contests, rallies, trials or competition;
  - c) towing for reward, unless such risk is accepted to be insured by Us and stated in the Schedule;
  - d) use of the Towed Unit for carriage of explosives, inflammable and flammable liquids, illegal commodity, nuclear material, toxic waste or gas;
  - e) use of the Towed Unit for carriage of goods where the load weight exceeds the Manufacturer's load weight specifications for the Unit;
  - f) use of the Towed Unit for the carriage of goods for reward."
- o) Clause 1. Indemnity under the heading Cover Provided Clause under the Caravan and Trailer Section is deleted and replaced as follows:**

**"1. Indemnity**

We will at our option, repair (at a repairer of our choice), replace or pay for the repair or replacement of the Towed Unit specified in the Schedule in the event of loss of or damage to such Towed Unit by any event not excluded under this Section 2, up to the reasonable market value of such Towed Unit and its specialised fitments, accessories (standard and non-standard), modifications or spare parts therein or thereon;

provided that such indemnity shall not exceed the sum insured reflected in the Schedule at the time of such loss or damage, less the First Amount Payable.

Provided further that:

- 1.1 We must approve the repairs in writing before they are made;
- 1.2 If any part of the Towed Unit is not available and this delays the repairs, We will not compensate You for any inconvenience or loss or liability that may arise as result of the delay."

- p) Special Exclusion 1.8 relating to the Towed Unit Clause under the Caravan and Trailer Section is deleted and replaced as follows:**

"1.8 loss or damage resulting from the scratching, biting, chewing, tearing or soiling by any vermin or domestic pets;"