

DEFINITIONS

We have defined words with specific meanings for this policy. In this policy the words below mean the following:

Accident	means a sudden, unexpected and unforeseen event which results in injury, death, loss or damage arising out of the use of your vehicle in the countries
Car	means a private type of motor car (including station wagons, minibuses, motorised caravans and the like, or similar vehicles) designed to seat ten persons or fewer (including the driver), and not exceeding 3 500kg in gross vehicle mass
Claim / claims	means any request for compensation (indemnity), whether or not any amounts have been established for the claim
Countries	means East Africa
Extended countries	mean any country stated in your schedule
License	means a legally valid driver's license according to the traffic laws of the country in which the vehicle is used. A person who is learning to drive must have a legally valid learner's license
Light delivery vehicle	means a vehicle designed for the conveyance of persons and freight (incl. a panel van or double-cab) not exceeding 3 500 kg in gross vehicle mass
Loss	means sudden physical loss, damage or damage to your vehicle caused by an accident
Market value	means the cost of replacing the lost or damaged vehicle with something sufficiently similar to satisfactorily restore you to the position you were immediately before the loss. If the vehicle is insured for market value, we will pay the reasonable market value or the insured amount as shown in the schedule, whichever is the lowest
Motorcycle	means a motorcycle, scooter, scrambler or quad bike
Policy	means this document, the schedule, our correspondence to you, your application for insurance and any statement, written or spoken, made by you, or on your behalf. This forms the contract between us and you
Postal address	the address shown in your schedule
Regular driver	means the person who drives your vehicle most frequently
Renewal date	means the first day of a period of 12 consecutive months as shown in your schedule.
Renewal period	means a period of 12 consecutive months as shown in the schedule.
Riot and strike	means civil commotion, labour disturbances, riot, strike or lockout, public disorder or any act or activity which is calculated or directed to bring about any of these. This includes loss or damage caused by the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with riot or strike
Schedule	means the detailed cover selected

Trailer	means a vehicle (other than a caravan) which is not self-propelled, and which is designed or adapted to be towed by a self-propelled vehicle.
Us/our/we	means Sanlam General Insurance
Vehicle sharing	means carrying of passengers for social reasons (inclusive of learner commuting) and commuting to and from work in vehicles that are not registered or licensed for commuting purposes
Write-off	means that your vehicle has been damaged to such an extent that it is not economically viable or safe to repair.
You/your	means the policyholder name(s) shown in the schedule or the driver authorised to use your vehicle.
Your vehicle	means the car, light delivery vehicle, trailer or motorcycle described the schedule. This includes the standard tools, accessories and spare parts in or on it, as well as other extra accessories and parts of the vehicle while fitted to it.

VEHICLE LOSS OR DAMAGE

We cover loss, damage or liability of your vehicle occurring in the countries during the period of insurance if you have paid the premium shown in the schedule.

Our compensation depends on the cover type you have selected.

COMPREHENSIVE COVER

If the cover type next to your vehicle shown in the schedule is "Comprehensive", we cover accidental loss of or damage to your vehicle.

If we decide that it is not economical to repair your vehicle, our compensation will be:

- (a) the reasonable market value of your vehicle at the time of the loss or damage; or
- (b) the insured amount for your vehicle shown in the schedule, whichever is the lowest.

Cover includes amounts for which you are legally liable to a third party if the liability relates to your vehicle.

LIMITED COVER (THIRD PARTY FIRE & THEFT)

If the cover type next to your vehicle shown in the schedule is "Limited", we cover accidental loss of or damage to your vehicle caused by fire, lightning, explosion, theft or hijacking or any attempted theft or hijacking.

If we decide that it is not economical to repair your vehicle, our compensation will be:

- (a) the reasonable market value of your vehicle at the time of the loss or damage; or
- (b) the insured amount for your vehicle shown in the schedule, whichever is the lowest.

Cover includes amounts for which you are legally liable to a third party if the liability relates to your vehicle.

THIRD PARTY ONLY

If the cover type next to your vehicle shown in the schedule is "Third party only", we cover amounts for which you are legally liable to a third party if the liability relates to your vehicle.

ADDITIONAL COVER

VEHICLE VALUATION

We will provide free valuation of your vehicle, prior to policy inception or within 30 days from inception, to ensure adequate cover and provision of benefits.

TOW-IN COST AND SAFEGUARDING

We cover the reasonable costs to safeguard your vehicle and move it to the closest repairer if you have a valid claim for your vehicle under this policy.

EMERGENCY REPAIRS (this only applies if you have selected comprehensive or limited cover)

We cover emergency repairs to allow you to continue your journey if you have a valid claim for your vehicle under this policy. You may authorise these emergency repairs, without first obtaining our approval, only if the repairer gives you a full itemised invoice, which must be sent to us.

TYRES (this only applies if you have selected comprehensive cover)

We cover the replacement cost of any tyre of your vehicle which is damaged as a direct result of an accident. The tyre must not be worn out, rethreaded or recapped before the accident.

WINDSCREENS (this only applies if you have selected comprehensive or limited cover)

We cover the replacement cost of the windscreen of your vehicle if accidentally damaged.

VEHICLE ENTERTAINMENT UNIT (this only applies if you have selected comprehensive cover)

We cover loss of or damage to the entertainment system present in the insured vehicle.

Our compensation is limited to the amount shown in the schedule.

REMOVAL AFTER ACCIDENT (this only applies if you have selected comprehensive cover)

If the motor vehicle is disabled by reason of loss or damage insured under this policy the company will bear the reasonable cost of removal to the nearest repairers and/or police station, subject to the limit stated on the policy schedule.

DELIVERY AFTER REPAIRS (this only applies if you have selected comprehensive cover)

We cover the reasonable costs to deliver your vehicle to your address as shown in the schedule after the completion of our authorised repairs.

ALTERNATIVE ACCOMMODATION (this only applies if you have selected comprehensive cover)

If the motor vehicle is disabled following an accident outside a 30km radius from the policyholder's residence, the Company will reimburse the cost of alternative accommodation subject to the limit stated on the policy schedule.

VEHICLE KEYS (this only applies if you have selected comprehensive or limited cover)

We cover loss of or damage to keys (including related locks which must be replaced due to the loss or damage), locks, access cards and remote-control units used in connection with your vehicle and if necessary, the reprogramming of any coded security system of your vehicle. Our compensation includes the reasonable costs you incur for calling out a locksmith due to an emergency caused by such loss or damage.

Our compensation is limited to the amount shown in the schedule.

A claim under this cover will not affect your no-claim bonus.

FORCED ATM WITHDRAWAL AFTER HIJACK (this only applies if you have selected comprehensive cover)

If, in the event of a hijacking, you are forced through a threat of violence to you by an unknown person to withdraw money from an ATM, we will cover the amount withdrawn from the ATM.

Our compensation is limited to the amount shown in the schedule.

MEDICAL EXPENSES OF PASSENGERS (this only applies if you have selected comprehensive cover)

We cover medical expenses of passengers after they sustained bodily injury while travelling in your vehicle, which was involved in an accident or hijacking incident.

This cover is subject to the following conditions:

- (a) at the time of the injury, the passenger must be seated in your vehicle's permanent enclosed passenger-carrying compartment;
- (b) you incurred and paid for the medical expenses;
- (c) there is no compensation from another insurance policy or facility.

Our compensation is limited to the amount shown in the schedule.

MEDICAL EXPENSES OF THIRD PARTIES (this only applies if you have selected comprehensive cover)

We cover the medical expenses incurred in connection with any bodily injury by violent, accidental, external and visible means incurred by third parties as an immediate and direct result of any accident involving the insured vehicle.

This cover is subject to the following conditions:

- (a) you incurred and paid for the medical expenses;
- (b) there is no compensation from another insurance policy or facility.

Our compensation is limited to the amount shown in the schedule.

DEATH (this only applies if you have selected comprehensive or limited cover)

We will pay the amount shown in the schedule if any occupant of your vehicle dies within 90 calendar days of being injured as a result of an accident.

SPECIFIED ACCESSORIES

We cover loss of or damage to accessories that form part of your vehicle and are described in the schedule. We also cover these accessories if they are temporarily removed from the vehicle.

Our compensation is limited to the amount shown in the schedule.

EXTENDED COUNTRIES

We also cover loss of or damage to your vehicle in the extended countries.

This cover is subject to the following conditions:

- (a) if your vehicle is accidentally damaged and we have admitted liability for the damage, we will not authorise the repair of the damage before you have successfully returned your vehicle to Kenya;
- (b) if it is uneconomical to repair your vehicle and you do not return your vehicle to Kenya, you have to prove that your vehicle is uneconomical to repair in any method acceptable to us, before we will accept your claim. We will determine the value of the wreckage at 20% of your vehicle insured amount shown in the schedule. We will subtract this amount from the amount of any settlement to you.

CAR HIRE

We cover the hiring of a vehicle if your vehicle is unusable or being repaired after a claim we have accepted under this section of your policy.

We will compensate you only after we have received full information about the loss or damage.

You must pay for the vehicle hire and send us a copy of the invoice. We will compensate you as soon as we receive the invoice.

Our compensation for vehicle hire is limited to the daily limit shown in the schedule.

We will not compensate you for longer than 27 days.

Our compensation will end at the earliest of the following dates:

- (a) the date on which your vehicle is repaired to your satisfaction, if we have authorised its repair;
- (b) the date on which we settle your claim by a cash payment;
- (c) the date on which we replace your vehicle;
- (d) 27 days after the date of the claim.

This cover will automatically become exhausted on payment of one claim. Reinstatement will be allowed upon payment of additional premium during the same period of insurance.

EXCESS PROTECTION

In the event that you intimate a claim to the insurance company and such a claim becomes payable, as a consequence of which you become liable to pay the policy excess/deductible imposed thereon, the company shall on your behalf pay the excess applicable on such claim.

The company shall however not be liable to pay for:

- a. Any claims falling within the primary excess/deductible of the policy
- b. Any claim/deductible where a claim is settled on ex-gratia basis.
- c. Any theft claim.
- d. Young and novice driver(s), additional excess.
- e. Excess in relation to car hire extension claims.
- f. Any claims falling outside the period of cover of the policy
- g. Any claim where any of the following are proved; fraud, misinterpretation and non-disclosure
- h. Any liability, which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

This cover will automatically become exhausted on payment of one claim. A single reinstatement will be allowed upon payment of additional premium, to cater for a second claim occurring after the payment of premium, during the same period of Insurance.

Subject otherwise to the terms, conditions and exclusions of the policy.

POLITICAL VIOLENCE AND TERRORISM

We cover physical loss or physical damage to your motor vehicle caused by one or more of the following perils occurring during the period of insurance as a result of:

An act of terrorism; Sabotage; Riots, strikes and/or civil commotion; Malicious damage; Insurrection, revolution or rebellion; Mutiny and/or coup d'état, War and/or civil war.

Our compensation is limited to the amount shown in your schedule.

PERSONAL ACCIDENT

We cover your accidental death or permanent disability caused directly by bodily injury within 12 months of your vehicle having been involved in a vehicle accident.

Our compensation for any single claim, any series of claims resulting from the same event or all events that happen during the period of insurance, is limited to the amount shown in the schedule

This compensation will be paid as follows:

- (a) in the event of your death we will pay your estate the amount shown in the schedule.
- (b) in the event of your permanent disability we will pay a percentage of the amount shown in the schedule.

The percentage that will apply will be calculated according to the following compensation scale:

Description of Permanent Disability	Percentage
Loss by physical separation at or above the wrist or ankle of one or more limbs	100%
Loss of hearing in both ears	100%
Loss of sight in both eyes	100%
Total paralysis or permanently bedridden	100%
Total disablement from ever continuing the occupation you have been trained for or have knowledge of	100%

Total loss of use of a limb will be treated as loss of the limb.

VEHICLE LIABILITY

LIMIT OF COMPENSATION

We cover amounts for which you are legally liable to a third party due to an event which happens or arises in connection with your use of your vehicle. Our compensation is limited to the amount shown in the schedule.

The limit includes all costs and expenses incurred by us and costs and expenses you incur with our prior written approval.

LEGAL LIABILITY TO THIRD PARTIES

We cover amounts for which you are legally liable to a third party due to an event which happens or arises in connection with:

- (a) your use of your vehicle;
- (b) using your vehicle to tow any single vehicle, trailer or caravan;
- (c) the loading of any load onto or off your vehicle.

LEGAL LIABILITY TO THIRD PARTIES IF A PERSON OTHER THAN YOU USES YOUR VEHICLE

We will compensate any person, other than you, for amounts they are legally liable to a third party due to an event which happens or arises from the other person's use of your vehicle, including the loading of any load onto or off your vehicle.

This legal liability cover is subject to the following conditions:

- (a) the other person complies with all the applicable Terms and Conditions of this policy;
- (b) the other person was using your vehicle with your express permission;
- (c) the other person is not entitled to compensation for the third party claim by any other insurance policy;
- (d) the other person was not refused vehicle insurance or the continuation of any vehicle insurance during the three years before the date of the event.

LEGAL LIABILITY TO THIRD PARTIES ARISING OUT OF YOU USING A VEHICLE NOT SHOWN IN THE SCHEDULE

We cover amounts for which you are legally liable to a third party due to an event which happens or arises in connection with:

- (a) your use of the vehicle;
- (b) the towing of a vehicle, trailer or caravan by the vehicle;
- (c) the loading of any load onto or off the vehicle you are using.

However we will not compensate you for damage to the vehicle you are using.

This legal liability cover is subject to the following conditions;

- (a) you drive the vehicle;
- (b) the vehicle you are using is a car, a light delivery vehicle, a caravan, a trailer or a motorcycle;
- (c) you do not own the vehicle;
- (d) you do not lease the vehicle;
- (e) you do not hire the vehicle;
- (f) you are not purchasing the vehicle in terms of any credit agreement.

PASSENGER LIABILITY FOR MOTORCYCLES

We cover amounts for which you are legally liable due to accidental death or injury to a person who, at the time of the event, is transported as a passenger on your insured motorcycle.

Our compensation is limited to the amount shown in the schedule.

PASSENGER LIABILITY IN OR ON THE LOAD BODY OF LIGHT DELIVERY VEHICLES

We cover amounts for which you are legally liable due to accidental death or injury to a person who, at the time of the event, is transported in or on the load body of your light delivery vehicle.

Our compensation is limited to the amount shown in the schedule.

REPRESENTATION OR DEFENCE

We are entitled to arrange representations or defences that are the subject of any compensation under this section. This includes:

- (a) representation at any legal autopsy or inquest relating to any death;
- (b) the defence for any action which is the cause of or related to any event.

TERMS AND CONDITIONS

INTRODUCTION

We agree to give cover under this policy subject to the terms and conditions included in this policy

BASIS OF THIS POLICY

This policy, the schedule, our correspondence to you, your application for insurance and any statement, written or spoken, made by you, or on your behalf, forms the contract between us and you.

PERIOD OF THIS POLICY

The period of this policy is initially the period from the start date of this policy, as shown in the schedule, to the renewal date shown in the policy. After that, the period of this policy will be 12 months.

CLASS OF USE

Private

If the use of your vehicle is shown in the schedule as “Private”, it may be used for social and domestic purposes and for purposes of pleasure. Your vehicle may also be used for your profession and journeys between your place of residence and permanent place of business. It may also be used for the purpose of business, trade or occupation, but only in exceptional circumstances. If you use your vehicle for business, trade or occupation regularly, for example, you use it for business once or twice every week, it will not be covered under the Private class of use.

Business

If the use of your vehicle is shown in the schedule as “Business”, it may be used for social, domestic, pleasure, business, trade or occupational purposes.

Farming

If the use of your vehicle is shown in the schedule as “Farming”, it may be used for social, domestic purposes, or for purposes of pleasure and farming.

UNAVAILABLE PARTS

If a part that is needed to repair your vehicle after loss or damage has occurred, is not available as a standard (ready-made) part in Kenya, we will pay an amount equal to the value of the part at the time of the

loss or damage. The value of the part will be determined according to the price provided in the most recent catalogue or price list relative to your vehicle. Your vehicle must be the subject of a valid claim. The amount includes the reasonable cost to transport the part (other than by air).

INTEREST OF A TITLE HOLDER

If a valid claim occurs and we are advised that your vehicle is the subject of a credit agreement, you agree that we will pay the title holder shown in the agreement up to the outstanding amount only, limited to the insured amount for the vehicle as shown in your schedule. If the outstanding amount is less than the insured amount for your vehicle as shown in your schedule, we will pay the difference to you.

NO-CLAIM BONUS (NCB)

A no-claim bonus applies to this policy. If you have not claimed during any renewal period of this policy, you may earn a discount on your premium according to our scale of premiums.

However, if we settle any number of claims, we will adjust the premium according to our NCB scale.

EXCESS

Our compensation is limited to the amount shown in the schedule, less any excess. The “excess” is the amount you must pay before we settle any claim. The schedule will show the excess that applies to your cover.

DUTY OF CARE

You must take all reasonable precautions and all reasonable care to prevent or minimise loss, damage, death, injury or liability.

AVERAGE

Average is applied if, according to our calculations, the market value of your vehicle at the time of any loss or damage is more than the insured amount. We will then not pay you the full amount of the loss or damage.

You will be your own insurer for the difference between the insured amount and the market value. Therefore, you will be responsible for a proportional share of the loss or damage.

Let us assume you are insured for 100,000, but the market value of your vehicle is 200,000. This means you are only insured for half of the market value. You must cover the other half. For example, if you suffer damage to the value of 20,000, we will only pay half of this amount, which is 10,000, which will be calculated as follows:

$$\begin{aligned} & \frac{\textit{Sum Insured}}{\textit{Total Replacement Value}} \times \textit{Loss} \\ & = \frac{100\ 000 \times 20\ 000}{200\ 000} \\ & = 10\ 000 \end{aligned}$$

This applies separately to each vehicle shown in your schedule.

INFORMATION THAT AFFECTS THE RISK

We may declare the whole or any part of this policy invalid if you:

- (a) have not given us all the details that affect the risk; or
- (b) have misrepresented or misdescribed any details that affect the risk.

You must advise us immediately of any change in the risk. Should there have been any material change in the risk, then we may amend the cover and premium from the date of the change. If you do not inform us of any material change in the risk, we will be entitled to avoid the policy or reject any claim that occurred after the change in the risk. In this instance the term “you” includes any person acting on your behalf.

COVER PROVIDED BY THIS POLICY

We will only give cover under this policy if we have received your premium.

BASIS OF COMPENSATION

We may decide to compensate you by any one or more of the following methods:

- (a) repairing;
- (b) replacing;
- (c) paying cash; or
- (d) any combination of these.

If we replace or repair, we will not be obliged to do so exactly, but only as circumstances reasonably allow. If we repair or replace any loss or damage, we may use any supplier or repairer of our choice.

Before we finalise or settle any claim, we may require you to sign an agreement of loss.

CLAIM PROCEDURE

- (a) You must tell us as soon as possible of any event that may result in a claim, and advise us of any other policy which may cover the same event.
- (b) If your vehicle was stolen, you must tell us within 24 hours of the event.
- (c) You must give us full details of the event within 30 days after it has occurred, as well as all documents which we may reasonably require.
- (d) You must immediately inform us in writing if you become aware of any possible prosecution, legal proceedings or claim against you following an event.
- (e) You must immediately report to the police any event where theft or any other criminal act is involved.
- (f) You may not without our written consent admit liability, offer, promise or pay in respect of any event that may result in a claim.

OUR RIGHTS AFTER AN EVENT WHICH MAY LEAD TO A CLAIM

- (a) You must allow us to take possession of any damaged property insured by this policy and deal with it in a manner we consider reasonable. You may not abandon any property to us, whether we have taken possession of it or not.
- (b) You must supply all information and assistance that we reasonably require and we may take over the recovery, defence or settlement of a claim and conduct it in your name.
- (c) We may, at any time, relinquish control of any defence, settlement or proceedings and pay you the full amount of our liability, or any lesser amount for which the claim can be settled. If we do so, we will be discharged from all further liability.
- (d) If this policy provides insurance to you and any other person, we may give any compensation to the other person. This payment will discharge us from any further liability.

FRAUDULENT OR WILFUL ACTS

You will lose all rights to claim under this policy if:

- (a) a claim is fraudulent or if you or anyone acting on your behalf uses any fraudulent means to obtain any benefit under this policy; or
- (b) a claim occurs due to a deliberate, or wilful, or intentional act committed by you or with your involvement or anyone acting on your behalf; or
- (c) information or documents in support of a claim, whether created by you or on your behalf, is not true, is not complete or is fraudulent; or
- (d) the quantum of a claim is deliberately exaggerated by you or anyone acting on your behalf.

TIME LIMITS

- (a) If we reject your claim or dispute the amount of your claim, which decision was communicated to you in writing, you may within 90 days from the date of our communication make written representation to us.
- (b) If we still reject your claim or dispute the amount of your claim despite your written representation, you may institute legal proceedings against us within six months from the date we communicate to you the rejection of your written representation
- (c) We are not liable after 12 months from the date of the event that gives rise to a claim, unless the claim is the subject of pending court action or arbitration or for amounts for which you may become legally liable.

NO PREMIUM REFUND IF MAXIMUM INSURED AMOUNT OR LIMIT OF COMPENSATION IS SETTLED FOR ANY CLAIM

If we compensate you for a claim for the maximum insured amount or limit of compensation payable for an event or item, we will not refund any premium for the remainder of the period of your insurance for that event or item.

REINSTATEMENT OF THE INSURED AMOUNTS OR LIMITS OF COMPENSATION

The insured amounts or limit of compensation shown in this policy will not be reduced by the amount of any claim unless stated otherwise.

ONUS OF PROOF

If we state that a claim is not covered because of any of the exclusions applicable to this policy, you must prove the contrary.

CHANGES

We may make changes to this policy by giving you 30 days written notice of the changes at your postal address as shown in the schedule.

CANCELLATION

- (a) You may cancel this policy or item at any time.
- (b) We may cancel this policy or item by giving you 30 days written notice of the cancellation at your postal address as shown in the schedule.

YOUR RIGHTS

You may not cede or assign your rights or obligations to another person. No other person may make a claim against us.

OTHER INSURANCE

If a claim is payable under this policy and under any other policy, we will only pay our proportional share of the claim.

JURISDICTION

This policy is subject to the jurisdiction of the courts of Kenya. Local law will apply.

A PERSON WHO DEALS ON YOUR BEHALF

You give up your right to receive compensation if a person who deals on your behalf does not comply with the terms and conditions of this policy for the event or claim.

AMENDMENTS TO CONFORM TO LAW

You and we agree that any terms or conditions of this policy that are against any law will be amended to conform to such law.

REFERENCE TO SINGULAR AND PLURAL

In this policy, references to the singular include the plural and references to the plural include the singular.

NOT COVERED BY THIS POLICY

USE OF YOUR VEHICLE

Irrespective of the class of use shown in the schedule, we do not cover your vehicle against loss, damage or liability if it is used for any of the following:

- (a) hiring;
- (b) carrying passengers for hire or passengers who pay a fare (other than vehicle sharing to conserve fuel);
- (c) driving instruction for reward;
- (d) towing another vehicle for reward;
- (e) racing anywhere;
- (f) on a race track, circuit or test circuit;
- (g) speed trials or speed-testing anywhere;
- (h) rallying or competitions involving timing;
- (i) carrying explosives, hazardous substances/materials that require permission or permits from authorities;
- (j) carrying more passengers or weight than your vehicle is licensed or designed to carry;
- (k) if your vehicle is a trailer, used for any business, trade or occupation or the carriage of any passengers.
- (l) if your vehicle is used for any purpose not described in the class of use for the specific vehicle;

LOSS OF OR DAMAGE TO YOUR VEHICLE

We do not cover the following:

- (a) mechanical, electric or electronic breakdown, failures or breakages, including any consequential loss of or damage to any other mechanical, electrical or electronic component as a result of the mentioned breakdown, failure or breakage;
- (b) depreciation in value whether from repairs or otherwise;
- (c) gradual damage (such as wear, tear, rust, mildew, corrosion, decay);
- (d) damage to tyres caused by the application of brakes or by punctures;

- (e) cuts to or bursting of tyres caused by road hazards;
- (f) damage to the suspension system due to unevenness of the road or other surface or due to impact with such unevenness;
- (g) loss or damage from or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and fraud;
- (h) loss of or damage to your vehicle anywhere outside the countries;
- (i) loss of or damage to your vehicle while it is in the possession, custody or control of a member of the motor trade, except for the purpose of maintenance or repair.

VEHICLE LIABILITY

We do not cover the following:

- (a) the amount of any compensation payable by any compulsory motor vehicle insurance legislation;
- (b) your legal responsibility arising from using any tool or plant (including any machinery) attached to your vehicle;
- (c) death of, or bodily injury to, any person you employ, if the death or bodily injury arises from and in the course of their employment;
- (d) death of or bodily injury to any member of the same household as you;
- (e) damage to property belonging to you or held in trust by you or in your custody or control;
- (f) damage to property conveyed by or loaded onto or unloaded from your vehicle or a vehicle not shown in the schedule;
- (g) legal costs and expenses incurred after the date that we paid or offered to pay the full amount of a claim, a lesser amount needed to settle a claim, or the maximum amount for which we are liable for a claim;

LOSS OF OR DAMAGE TO YOUR VEHICLE AND VEHICLE LIABILITY

We do not cover loss of or damage to your vehicle or liability incurred:

- (a) if you used any vehicle, while you are under the influence of intoxicating medication, liquor or drugs, or your blood or breath alcohol concentration exceeds the legal limit;
- (b) if any other person is using your vehicle with your express or implied permission who, to your knowledge, is under the influence of intoxicating medication, liquor or drugs or their blood or breath alcohol concentration exceeds the legal limit;
- (c) if you are using any vehicle and you do not have a licence to drive the vehicle, irrespective of where the vehicle is driven;
- (d) if any person is using your vehicle with your express or implied permission and the person does not have a licence to drive the vehicle, irrespective of where the vehicle is driven;
- (e) resulting directly from the fact that your vehicle or any other vehicle that you drive is not roadworthy.

INCIDENTS COVERED BY LEGISLATION

We will not cover any loss, damage or legal responsibility which is caused by or results from or relates to any event for which a fund has been established under the legislation operative in any of the countries to which this policy applies.

NUCLEAR SUBSTANCES

We will not cover any loss, damage or legal responsibility which is caused by or results from or relates to nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, or from the combustion of nuclear fuel, which includes any self-sustaining process of nuclear fission.

NATIONALISATION

We will not cover any loss, damage or legal responsibility which is caused by or results from or relates to nationalisation, confiscation, commandeering, requisition, wilful destruction, forfeiture, attachment, impounding, seizure or preservation or any similar actions or processes by any court order, customs officials, police, crime prevention units, or lawfully constituted authority or officials.

LIABILITY INCURRED BY AGREEMENT

We will not cover any legal responsibility which is caused by or results from or relates to you having entered into an agreement, unless you would have been liable if the agreement did not exist.

INDIRECT LOSS

We will not cover any loss, damage or legal responsibility which is caused by or results from or relates to consequential or indirect causes.