

SECTION 11

Goods in transit

This Section forms part of the Policy only if shown in the Schedule with a related premium and, if so, must be read together with the rest of the Policy.

DEFINED EVENTS

Loss of or damage to the whole or part of the property described in the schedule, owned by You or for which You are responsible, in the course of transit by the means of conveyance or other means incidental thereto and caused by any accident or misfortune not otherwise excluded

provided that:

- (i) You will be responsible for the Deductible stated in the schedule in respect of each and every defined event except a claim resulting from fire, lightning or explosion
- (ii) the liability of Hollard for all loss or damage arising from any one defined event will not exceed the limit of indemnity stated in the schedule.

MEMORANDA

1. Transit will be deemed to commence from the time of moving the property described in the schedule at the consignor's premises (including carrying to any conveyance and loading thereon), continue with transportation to the consignee (including temporary storage not exceeding 96 hours in the course of the journey) and end when off-loaded and delivered at any building or place of storage at the consignee's premises.
2. If any consignee will refuse to accept property consigned, transit will be deemed to continue and the insurance in respect of such property will continue in force until the property is delivered at the premises of the consignor by any means of conveyance, provided that You will take all reasonable steps to ensure that the property is returned as soon as is reasonably possible.
3. Where the means of conveyance is by specified vehicle, the insurance under this section will apply to property on any vehicle temporarily used in place thereof while a specified vehicle is undergoing repair or servicing, which replacement vehicle is not Your property or leased or hired by You under a lease or suspensive sale agreement.
4. In the event of breakdown of the means of conveyance during transit or if, for any reason beyond Your control, the property is endangered, nothing contained herein will debar the utilisation of any other form of transport to assist completion of the transit and the insurance afforded will not be affected thereby.

DEBRIS REMOVAL EXTENSION (if stated in the schedule to be included)

The insurance under this section includes costs necessarily incurred by You in respect of the clearing up and removal of debris following damage to the means of conveyance or to the property thereon, subject to a limit of R5,000 or the limit stated in the schedule, whichever is greater, in respect of any one defined event.

RESTRICTED COVER

FIRE, EXPLOSION, COLLISION, DERAILMENT AND OVERTURNING LIMITATION (if stated in the schedule to be included)

The insurance under this section is limited to loss or damage resulting from fire or explosion or collision or the overturning or derailment of the means of conveyance described in the schedule.

SPECIFIC EXCEPTIONS

Hollard will not be liable for

1. loss or damage resulting from or caused by
 - (a) theft from any unattended vehicle in Your custody or control or any principal, partner, director or employee of Yours unless the property is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry to or exit from;
 - (b) inherent vice or defect, vermin, insects, damp, mildew or rust;
 - (c) the dishonesty of any principal, partner, director or employee of Yours whether acting alone or in collusion with others;
 - (d) or arising while in transit by sea or inland transit incidental thereto;
 - (e) breakdown of refrigeration equipment;
2. wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;
3. mechanical, electronic or electrical breakdown, failure, breakage or derangement of Your insured property unless following an accident or misfortune not otherwise excluded;
4. loss of or damage to
 - (a) cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;
 - (b) property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi;
 - (c) property otherwise insured or which would, but for the existence of this section, be insured by any other insurance except in respect of any excess beyond the amount which would have been payable under such other insurance, had the insurance under this section not been effected;
5. consequential loss of any kind, delay, loss of market, depreciation or changes brought about by natural causes.

SPECIFIC EXTENSIONS

1. FIRE EXTINGUISHING CHARGES EXTENSION

Any costs relating to the extinguishing or fighting of fire, shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which the company may be liable in terms of this section provided the Insured is legally liable for such costs and the insured property was in danger from the fire.

2. RIOT AND STRIKE EXTENSION (if stated in the schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of:

- (i) civil commotion, labour disturbances, riot, strike or lockout;
- (ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above;

provided that this extension does not cover:

- (a) loss or damage occurring in the Republic of South Africa and Namibia;
- (b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- (c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- (e) loss or damage related to or caused by any occurrence referred to in general exception 1 (A) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If Hollard alleges that, by reason of provisos (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary will rest on You.