

CERTIFICATE OF MOTOR INSURANCE

ROAD AND TRAFFIC ACT OF THE REPUBLIC OF ZAMBIA

Certificate Details

CERTIFICATE NO: 289822

POLICY NUMBER.: COMP/2025/10/13860
COVER TYPE IN WORD: MOTOR COMPREHENSIVE

USE OF VEHICLE: PRIVATE CAR SUM INSURED : ZMW 90,000.00

START DATE: 02/10/2025 START TIME: 11:20 EXPIRY DATE: 02/10/2026 EXPIRY TIME: 11:20 DATE OF ISSUE: 02/10/2025 TIME OF ISSUE: 11:30

Particulars of Vehicle

Reg. Mark	Make & Model	Engine No	Chassis No	Type Of Body	Color
ABJ7007	TOYOTA Hilux	5L-6012602	AHTCK32G300001410	Private Car	White

Particulars of Insured Client

NAME OF INSURED: MBWAINGA SUBULWA

MOBILE NO.: 260

EMAIL:

NRC: 169305831

Particulars of Premium Payable

Basic Premium : ZMW 3,600.00

Tax/Levy: ZMW 180.00 Total Premium: ZMW 3,780.00 Discount Premium: ZMW 0.00

Third Party Limits of Liability

Third Party Property damage*: ZMW 30,000.00

(per event/Annual aggregate)

Bodily injury or Death injury per person: ZMW 55,000.00 Death injury per event: ZMW 100,006.50 *Not applicable to Road Traffic Act (RTA) Policy only

The insurer hereby certifies the policy to which this certificate is issued is in accordance with the provisions of Part IX of the Road and Traffic Act of the Republic of Zambia.

Special Endorsement(s)

- 1. Authorised Driver Clause: The insured or any person driving with the insured's permission and unless otherwise agreed, driving shall be restricted to persons aged 22 years and above who have held a valid driving license for at least 2 (two) years
- 2. Claims Third Party Recovery Co-operation Clause: In the event of a collision, when the driver of the Third Party vehicle is found at fault, the insured will take all reasonable steps to collect Third Party details such as:
- (i) Vehicle owner's name and address;
- (ii) Driver's names;
- (iii) Insurance Company Name and

Issued By : Joshua Nanuwa Akende

- (iv) Cover Note / Policy Number, to meet the cost of repairs and other claims before repairs to the insured's vehicle are authorised
- **3. Property Damage Excess Clause:** 10% of the claim amount minimum of ZMW 500.00 of each and every claim
- 4. Territorial Limit:Cover Restricted within Zambia Only
- 5. Additional Notes:
- (i). This insurance ceases on the sale or change of ownership of the stated vehicle.
- (ii). On happening of an event giving rise to a Claim, notification must be done within 14 days for accidental damage and 48 hours for theft from the time of happening of an event.

This policy does not cover use of the motor vehicle as stated below:

- 1. Use of the vehicle for carrying passengers for hire, racing, pacemaking, speed testing, or reliability trials.
- 2. Use of the motor vehicle as a taxi/cab or as a privately hired vehicle.

DISCOVER INSURANCE COMPANY PREMIUM PAYMENT CLAUSE

A CLAIM WILL NOT BE ADMISSIBLE
IF THE PREMIUM IS NOT PAID AT THE START DATE OR
AS PER AGREED WRITTEN PREMIUM INSTALLMENT PLAN.
WHERE PARTIAL PAYMENT HAS BEEN PAID
PRIOR TO THE CLAIM AND NO SIGNED AGREEMENT EXIST,
THE CLAIM WILL BE PAID IN PROPORTION TO THE MONEY PAID





Disk No:289822

Vehicle Reg No:ABJ7007

Make:TOYOTA

Engine No: 5L-6012602 Time of Issue: 11:30

Date of Issue:02/10/2025

Expiry Date: 02/10/2026

Year:2007 Model: Hilux

Color: White

Chassis No:AHTCK32G300001410

Effective: 02/10/2025
Expiring Quarter: Q4/2026

Insurer



Prepared By

CERTIFICATE OF MOTOR INSURANCE

PREAMBLE

In consideration of the payment of the Premium, Discover Insurance Company (hereinafter called Company) agree to indemnify the insured named in the Schedule against Legal Liability for death or bodily injury to any person or damage to property subject to the terms and conditions contained herein

1.Indemnity to Insured: The Company will subject to the Limits of liability, indemnify the insured in the event of accident caused by or arising out of the use of the motor vehicle described in the schedule or attached trailer (including any towed motor vehicle referred to in Section IV) in Zambia, against all sums including claims costs and expenses which the insured shall become legally liable to pay in respect of (a)Death of or bodily injury to any person not being conveyed in the trailer referred to above except where such death or injury arises out of and in the course of the employment of such person by the insured (b) 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 any member of the insured's household.

2.Indemnity to Other Persons: In terms of and subject to the limitation of and for purposes of this section the Company will Indemnity (a) Any Authorised Driver who is driving the motor vehicle provided that such Authorised Driver. (i) Shall as though he/she were the insured, observe, fulfil and be subject to the Term of this policy insofar as they, can apply. (ii) is not entitled to Indemnity under any policy. (b) The Insured whilst personally driving a private motor car (but not a motor cycle) not belonging to him/her and not hired to him/her under a hire purchase agreement

3.Indemnity to Legal Representative: In the event of the death of any person entitled to Indemnify under this section the Company will in respect of the liability incurred by such person indemnity his personal representatives in terms of and limitations of this section provided that such representatives shall as though they were the insured observe fulfil and be subject to the terms of this policy insofar as they can apply

4.Expenses: The Company will pay all the costs and expenses incurred with its written consent provided always that the Company shall not be liable for loss of use, consequential loss of profits or business or cost of hiring an alternative vehicle.

5.Application of Limit of Liability: In the event of accident involving indemnity under this section to more than one person the limits of liability shall apply to the aggregate amount of Indemnity to all persons indemnified and such indemnity shall apply in priority to the insured.

6.Representation: The Company may at its own option (a) arrange for representative at any inquest or fatal enquiry in respect of any death which may be the subject of indemnity under this section. (b) Undertake the defence proceedings in any court of law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this section. Provided that the liability of the Company under this section in respect of damage to property damage shall be limited to the sum of K30,000.00 any one accident or series of accidents arising out of any one accident in respect death or bodily injury the liability of the Company shall be limited to the statutory limits as per Roads and Road Traffic Act Cap 766 of Zambia in respect of any one accident or series of accident arising out of any event.

GENERAL EXCEPTIONS

The Company shall not be liable in respect of

a) Any accident, injury, loss, damage or liability caused, sustained or incurred (a) outside Zambia (b) whilst any motor vehicle in respect of which is provided by the policy is: (i) being used otherwise than in accordance with the Limitation as to use contained in this policy (ii) being driven by or contained in this policy any person other than an Authorised Driver (iii) being driven by an unlicensed driver unless duly and fully licensed in accordance with the laws of Zambia to drive such motor car provided that such a license be subject to renewal he/she has held and is not disqualified from holding or obtaining such license provided this exception shall not apply whilst the insured or any such person is driving such motor car whilst learning to drive if at such time he/she is complying with the laws and regulations in force relating to learners.

b) Any accident, injury, loss, damage or liability (except so far as is necessary to meet the requirement of the Legislation) directly or indirectly, proximately or remotely occasioned by or traceable to or arising out of or in connection with flood, typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature, invasion, the act of foreign enemies, hostilities or warlike operations (whether war be declared or not) civil war strike, riot, civil commotion, mutiny, rebellion, revolution, insurrection, military or usurped power or any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the insured shall prove the accident loss damage or liability arose independently of and was in no way connected with or occasioned by or contributed by or traceable to any of the said occurrences or any consequence thereof and in default of such proof the company shall not be liable to make any payment in respect of such claim.

c) Any liability arising out of any contractual liability whatsoever.

d) Loss of use, consequential loss, loss of profit or business or cost of hiring another vehicle e) (i) Any accident, loss or damage to any property whatsoever, any loss or expense whatsoever resulting or arising there from or any consequential loss. (ii) any liability of whatsoever nature directly or indirectly caused by contributed by or arising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self-sustain process of nuclear fission.

f) Any accident, loss, damage or liability directly caused by or arising from nuclear weapons material.

Conditions

- 1. Interpretation: This policy and the schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this policy or the schedule shall bear such meaning wherever it may appear.
- 2. Written Notice: Every notice or communication to be given or made under this policy shall be delivered in writing to the Company.
- 3. Notification of Accidents: In the event of any occurrences which may give rise to a claim under this policy, the insured shall but not later than 30 days thereof ensure to inform the Company with full particulars. Every letter, claim with summons and process shall be notified or forwarded to the company immediately on receipt. Notice shall also be given to the Company immediately the insured shall have knowledge of any impending prosecution inquest or fatal inquiry in connection with any such occurrences. In case of theft or other criminal Act which may give rise to claim under this policy the insured shall give immediate notice to the police and co-operative with company in securing the conviction of the offender
- 4. Administration of Liability: No admission offer promise or payment shall be made by or on behalf of the insured without the written consent of the company which shall be entitled if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damage or otherwise and shall have discretion in the conduct of any proceedings and in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.
- 5. Payment of Limits of Liability: : at any time after the happening of the event giving rise to a claim under section ii-(i) (b) of this policy the Company may pay to the insured the full amount of the Company's liability under section ii-(i) (b) and relinquish the conduct of any defence settlement or proceedings and the Company shall not be responsible for any damage alleged to have been caused to the insured in consequence of any alleged action or commission of the Company in connection with such defence settlement or proceedings of the Company in connection with such defence settlement or proceedings or the Company relinquishing such conduct nor shall the Company be liable for any costs or expenses whatsoever incurred by the claimant or other person after the company shall have relinquished such conduct.
- 6. Cancellation: The Company may cancel this policy by giving fourteen (14) days' notice by registered letter or facsimile to the insured at the last known address or the policy may be cancelled at any time by insured on written notice. In the event of the policy being so cancelled the corporation will return to the insured part of the premium as follows:- (a) if a claim has arisen during the then current period of insurance no return will be paid; (b) if no claim has arisen during the then current period of insurance and policy is cancelled: (i) by the Company a return of the premium less the pro rate portion for the period for the policy has been in force. (ii) by the insured a return of the premium less to the Company's short period rates for the time the policy has been in force. The termination of the policy shall be without prejudice to any rights or claims of the insured or the Company prior to the expiration of the rate.
- 7. Other Insurance: If at any time any claim arises under this policy or there is any other insurance covering the same loss, damage or liability compensation cost or expense. Provided always that nothing in this condition shall impose on the Company any liability from which but for this condition it would have been relived under provision (ii) of section 11-2 of this policy.
- 8. Arbitration: If any difference arises as to the amount of any loss or damage (liability having been otherwise admitted by the insurer) such difference shall independently of all other questions be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two disinterested parties within two calendar months after having seen required so to do in writing by the other party.
- **9. Insured's Duty:** : The due observance and fulfilment of the policy insofar as they relate to anything to be done by the insured and the truth of the statements and answers in the proposal shall be condition precedent to any liability of the company to make any payment under this policy.
- **10.** In no case whatsoever shall the Company be liable under this policy after the expiration of twelve months from the happening of the event unless the claim is subject of pending action or arbitration or is a claim under section II.