

Head Office

Plot 251/441A

Roma, Zambezi Road, Lusaka

Tel +260 211 233956, Fax +260 211 235394

E-mail: info@phoenixzambia.com

www.Phoenixzambia.com



MOTOR COMPREHENSIVE CERTIFICATE OF MOTOR INSURANCE
ROAD AND TRAFFIC ACT OF THE REPUBLIC OF ZAMBIA

No. 031639

Name of Policy Holder	LIVESTOCK DEVELOPMENT TRUST	Policy No.	P-LUS-2023-10-1001-007072
Postal Address	P/BAG 173, WOODLANDS	Agency	M/S.Direct Control Account (Lusaka)
Effective Date of Insurance	01/09/2023	Time	15:41:00 PM
Expiring Date of Insurance	30/08/2024		

THE VEHICLE

Vehicle Make Model	Registration Mark	Engine No. Chassis No.	Year of Make	Colour
SCANIA	BAL60ZM	6368890	2000	WHITE
TRUCK		XLEP4X200005197374		

Premium Payable**Basic Premium : ZMW 10,710.00****Levy : ZMW 535.50****Total : ZMW 11,245.50****Special Endorsement (s)**

1. Drivers Clause Unless otherwise agreed, driving shall be restricted to persons aged 22 years and above who have held a valid licence for at least 2 years.

2. Third Party Liability

- (i) Bodily injury or death per person K 55,000.00
- (ii) Bodily injury or death per event K 100,006.50
- (iii) Property Damage K 30,000.00

(Unless otherwise stated, standard statutory limits apply)

3. Third Party Claims Recovery Co-operation Clause

In the event of a collision, when the driver of Third Party vehicle is found at fault, the injured will take all reasonable steps to collect Third Party vehicle details such as (i) Vehicle Owner's name and address (ii) drivers name (iii) Insurance Company name and (iv) Cover Note/Policy Number, to meet the cost of repairs and other claims before repairs and other claims to the insured's vehicle are authorised.

4. Excess Clause 15% of each and every claim subject to a minimum of K1000

5. Additional Excess: 15% minimum K1,000 if driver below 22 years or less than 2 years expensive.

Document is issued in accordance with the provisions of Part IX of the Roads and Road Traffic Act of the Republic of Zambia.

Full document can be downloaded from www.phoenixzambia.com if required.

Signature:-----**Date:** 01-SEP-23**on behalf of****Office:** Lusaka**Phoenix of Zambia Assurance Company (2009) Ltd.****Client Signature:-----**

Note: This insurance ceases on sale or change of ownership of the stated vehicle. Subject to terms, conditions and limitations of policy

LIABILITY TO THIRD PARTIES**1. Indemnity to the Insured**

The company will subject to the limits of liability and the jurisdiction Clause indemnify the Insured against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect

- (a) death of or bodily injury to any person.
- (b) damage to property.

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**2. Exceptions**

The operator shall not be liable

- (a) In respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this Policy.
- (b) In respect of death of or bodily injury to any person being a member of the Insured's household who is a passenger in the Motor Vehicle unless such person is being carried by reason of or in pursuance of a contract of employment.
- (c) In respect of death of or bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading thereon or the taking away of the load from the Motor Vehicle after unloading therefrom.
- (d) In respect to damage to property belonging to or held in trust by or in the custody or control of
 - (i) the Insured or
 - (ii) any person claiming to be indemnified under this policy or
 - (iii) a member of the same household as the Insured or of the same household as any person claiming to be indemnified under this Policy
- (e) for any damage to aircraft or articles therein or death of or bodily injury to any person in or boarding or alighting therefrom arising out of or for in the course of fueling or refueling the aircraft.

CONDITIONS**1. Notification of Accidents**

In the event of any occurrence which may give rise to a claim under this Policy the Insured shall give notice thereof to the Company with full particulars within 14 days of occurrence of the event. Every letter of claim, writ of 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 or any person claiming to be indemnified shall have knowledge of any impending prosecution, Inquest or fatal inquiry in connection with any such occurrence. In the case of any criminal act which may give rise to a claim, under this Policy the Insured shall give immediate notice to the Police and cooperate with the Company in securing the conviction of the offender.

2. Claim Procedure

No admission, offer, promise or payment shall be made by or on behalf of the Insured or any person claiming to be indemnified without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured or such person the defense or settlement of any claim or to prosecute in the name of the Insured or such person for its 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 a claim and the Insured and such person shall give all such information and assistance.

The insured shall submit to the Company the following documents:-

- (a) Completed claim form which should be obtained from the Company
- (b) Police report
- (c) Quotations from our list of authorised garages or repairers
- (d) Avail the vehicle (s) for assessment
- (e) Admission of guilty receipt
- (f) Copy of the driver's licence
- (g) Copy of insurance certificate

3. Fraudulent Claims or False Declarations

If the claim be in any respect fraudulent or if any false declaration be made or used in support thereof or if any fraudulent means of devices are used by the Insured or any one acting on his behalf to obtain any benefit under the Policy, or if the loss or damage be occasioned by the willful or with the connivance of the Insured and such person shall give all such information and assistance as the Company may require.

4. Dispute Resolution

Any claim or dispute related to this policy, by an insured against us or against an insured, maybe resolved by arbitration only upon mutual consent of us and the other party subjects to:

- a. No arbitrator has the authority to award punitive damages, exemplary damages or attorney's fees;
- b. neither of the parties are entitled to arbitrate any claims or dispute in a respective capacity or as a member of a class; and
- c. no arbitrator has the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration

5. Premium Payment Warranty

Notwithstanding anything contained in the written Policy to the contrary, it is declared and agreed that it is a fundamental and absolute special condition of this Policy of Insurance that the premium due after the attachment of the risk must be paid in full to and receipted by Phoenix of Zambia Assurance Company (2009) limited on or before policy inception.

If this warranty is not complied with, the Company shall not in any way be liable under the Policy. This warranty supersedes any cancellation notice requirement under the Policy.

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**SCAN QR CODE****FORM OF INSURANCE / SECURITY DISC**Disc No: **031639**Reg No: **BAL60ZM**Make: **SCANIA**Model: **TRUCK**Color: **WHITE**Type: **TRUCK**Engine: **6368890**Chassis: **XLEP4X200005197374**Start Date: **01/09/2023 15:41:00 PM**Expiry Date: **30/08/2024**Quarter: **Q3/2024**

Insurer::



Phoenix Assurance Group