



Mobility Insurance Underwriting Managers (Pty) Ltd

(An authorised financial services provider: FSP 44738)

Master Terms & Conditions for Commercial Passenger Carrying Vehicles (Buses) Policy of Insurance

Underwritten by Constantia Insurance Company Limited ("Insurer")

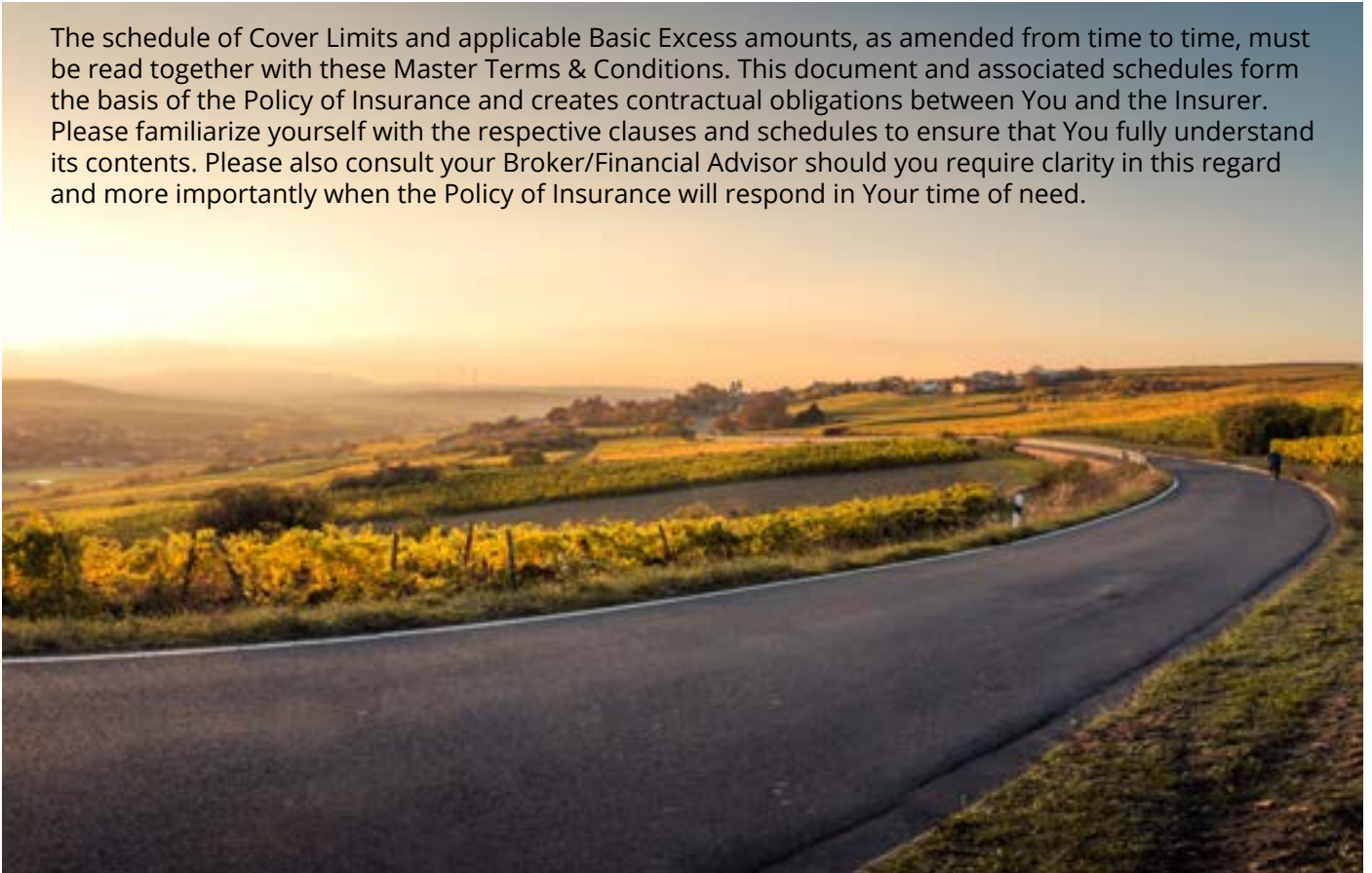
(An authorised financial services provider: FSP 31111)



CONTENTS

1. Introduction	1
2. Territory.....	1
3. General Conditions	1
4. General exclusions	5
Section 1 - Motor Comprehensive	7
Section 2 - Third Party or Third Party, Fire and Theft Only.....	11
Section 3 - Credit Protection	14
Section 4 - Optional Extended Cover(s).....	15
Policy Definitions	17

The schedule of Cover Limits and applicable Basic Excess amounts, as amended from time to time, must be read together with these Master Terms & Conditions. This document and associated schedules form the basis of the Policy of Insurance and creates contractual obligations between You and the Insurer. Please familiarize yourself with the respective clauses and schedules to ensure that You fully understand its contents. Please also consult your Broker/Financial Advisor should you require clarity in this regard and more importantly when the Policy of Insurance will respond in Your time of need.



1. INTRODUCTION

This policy is issued based on representations made by You (the Insured) and or your Financial Advisor. To enjoy continued cover please ensure that premiums are fully paid and that you comply with the policy conditions set out in this document.

Mobility Insurance Underwriting Managers (Pty) Ltd (Mobility) is an authorised financial services provider and represents the Insurer. You are represented by your Financial Advisor.

The Insurer agrees to indemnify or compensate You by means of payment, replacement, reinstatement or repair, as and when certain defined Incidents, as stated in this policy occurs on condition that premiums due are fully paid.

CONSENT TO PERFORM CREDIT SEARCHES AND RECORD INFORMATION WITH REGISTERED CREDIT BUREAUS

The Insurer may perform a credit search on Your records with one or more of the registered credit bureaus when assessing Your application for insurance.

The Insurer may also:

- Record the existence of the Your approved policy with any registered credit bureau
- Record and submit details of the financial conduct of Your policy to any registered credit bureau

This is applicable to anyone who is covered under this policy. If You are not willing for this information to be confirmed or disclosed, the Insurer will not be able to provide You with cover.

CONSENT TO DISCLOSURE OF INFORMATION

The Insurer respects the confidentiality of Your information. To ensure sound insurance practices and prevent insurance fraud, the Insurer confirms and discloses information relating to claims, insurance and financial/credit history. This is applicable to anyone who is covered under this policy. If You are not willing for this information to be confirmed or disclosed, the Insurer will not be able to provide You with cover.

2. TERRITORY

This policy shall not cover any Property that is permanently outside the Republic of South Africa(RSA), unless the laws of that country allows a registered South African Insurer to provide suchcover. Accordingly, except for passenger liability, cover is limited to areas within the borders of: **Botswana, Lesotho, Malawi, Mozambique, Namibia, the RSA, Swaziland and Zimbabwe.**

3. GENERAL CONDITIONS

Subject to the provisions of Section 55 of the Short-Term Insurance Act No. 53 of 1998 (as amended).

These conditions apply to the entire policy.

3.1 Misrepresentation

Misrepresentation, misdescription or non-disclosure shall void the particular section of the policy to which the misrepresentation, misdescription or non-disclosure is applicable.

3.2 Other Insurance

If insurance exists with any other Insurer at the time of an Incident, then the Insurer will only be liable to pay a proportionate amount of the claim or re-imburse premiums paid, at the discretion of the Insurer.

3.3 Cancellation

This policy or any section of the policy may be cancelled at any time by the Insured. The Insurer may cancel this policy or any section of this policy by giving 31 days' written notice to the Insured. The Insured shall be entitled to a pro rata premium refund, for the un-expired period of insurance, calculated from the date which such cancellation notice is given. This is on condition that premiums are fully paid up to that point.

3.4 Unpaid Premium and Continuation of Cover

Premiums must be paid on either the 01st or 15th of each month for monthly policies and on or before the inception date for annual policies.

- i. For payment of annual policies, a further 15 days is allowed for payment, failing which no cover will be in force and the policy may be cancelled by the Insurer.
- ii. For payment of monthly policies where the method of collection selected by the Insured is by means of Debit Order, then the following rules apply:
 - a) If the chosen Debit Day is either the 01st of any month and the Debit Order is returned unpaid by Insured's bank on the first collection attempt, then another collection will be attempted on the 15th of that particular month. If this second collection attempt also returns unpaid by the Insured's bank, then there will be no cover for that particular month.
 - b) If the chosen Debit Day is the 15th of any month and the Debit Order is returned unpaid by Insured's bank on the first collection attempt, then another collection will be attempted on the 01st of the next month. If this second collection attempt also returns unpaid by the Insured's bank, then there will be no cover for that particular month.
 - c) If the above occurs for two months in a row, then this policy will be automatically cancelled.
 - d) If the 1st or 15th of any particular month is not a business day, the debit will take place on the next business day of that particular month.

3.5 Adjustment of Premium

If the premium for any section of this policy has been calculated on an estimated figure, the Insured shall after expiry of each insurance period, furnish the Insurer with the particulars required for the purpose of recalculation of the premium for such period. Any difference shall be paid by or to the Insured, as the case may be.

3.6 Claims

On the occurrence of an Incident which may result in a Claim, the Insured shall at their own expense:

- 3.6.1 Notify the Insurer of the Incident as soon as reasonably possible but before the expiry of 30 days after the Incident occurred. Should the Insured fail to notify the Insurer of the incident within this period, then the Insured must provide valid reasons for late notification. Acceptance of the Claim in this instance will, however, be at the Insurer's sole discretion. Any Own Damage claim will prescribe should the Insured fail to submit all the required documentation to the Insurer within 30 days after notifying the Insurer of the claim.

- 3.6.2 Not admit liability, state, offer, promise to pay or suggest indemnification in any other manner to any party unless approved in writing by the Insurer.
- 3.6.3 As soon as practically possible, after the Incident, inform the police of any motor vehicle accident and / or any claim involving theft. The Insured must take all reasonable steps to discover the guilty party and attempt to recover the stolen or lost property.
- 3.6.4 As soon as possible after the Incident submit full details in respect of the claim to the Insurer.
- 3.6.5 Provide the Insurer with proof, information and declaration(s) as requested by the Insurer.
- 3.6.6 Notify the Insurer immediately of, and forward any claims, communications or summons received from any Third Party. This condition shall be deemed to have been complied with when the information required is given to a claim's consultant or a Loss Adjuster appointed by the Insurer within the time period required.
- 3.6.7 Take reasonable steps to ensure that the Property or Vehicle is in safe custody, failing which, the Insurer may deduct the amount(s) to which missing parts accumulate from the settlement due to the Insured.
- 3.6.8 Shall make use of an approved network of Supplier(s) and Service Provider(s) arranged by the Insurer. Should the Insured fail to make use of these Supplier(s)/Service Provider(s) and additional losses or damages are incurred, the total amount of these losses will be deducted from the settlement to the Insured.

3.6.9 Rejection of claim and time bar

- a) The Insured shall have to provide satisfactory proof of any loss claimed for.
- b) If the claim has been rejected or the amount disputed, the Insured has 90 days after receipt of the Insurer's rejection letter to make representations to the insurer in respect of their decision.
- c) After the expiry of the 90 days referred to above the Insured has a further 6 months to start legal action against the Insurer.
- d) If the Insured does not serve a summons on the Insurer within this time, the Insured will lose the right to challenge the Insurer's rejection.

3.7 The Insurer's rights after an Incident

On the occurrence of an Incident in respect of which a Claim is made or may be made under this policy, the Insurer or any person authorized by the Insurer may:

- 3.7.1 Take possession of any damaged Property or Vehicle and deal with it in a reasonable manner. The Insured shall not be entitled to abandon any Property or Vehicle to the Insurer.
- 3.7.2 Take over and conduct in the name of the Insured, any Claim for indemnity or damages and shall have full discretion in the conduct of any proceedings and in the settlement of such Claims.
- 3.7.3 Indemnify Third Parties to the extent that this policy provides. Payment may not exceed the lesser of the Limit of Indemnity and the Sum Insured. The Insurer shall thereafter not be under further liability in respect of such Incident.
- 3.7.4 Request the Insured to render all assistance in the identification and physical recovery of any stolen Property or Vehicle if called upon to do so by the Insurer. The Insured's reasonable expenses shall be reimbursed by the Insurer in such a case. If stolen Property or the Vehicle is recovered after the payment of a claim and the Insured fails to render assistance in terms of this condition, when called upon to do so, then the Insured shall immediately become liable to repay the Insurer all amounts paid in respect of such Claim.

3.8 Fraud

Any fraudulent claim or activity in respect of a Claim shall result in the rejection of such Claim and potential cancellation of the policy.

3.9 Breach of Conditions

Any breach shall render the policy voidable in respect of the section or risk to which the Claim applies.

3.10 No rights to Other Persons

Nothing in this policy shall give any rights to any persons other than to the Insured.

3.11 Holding Cover

The Insurer will not reject a claim when holding cover on a risk but premiums are still payable prior to settlement of such claim.

3.12 Claims Preparation Costs

This policy is extended to include reasonable costs incurred by the Insured to substantiate the amount of a Claim, provided that the amount shall not exceed R 10 000 per Incident subject always to the lesser of the aggregate Cover Limit or Sum Insured. The Insured must provide supporting documents to the Insurer for such expenses incurred.

3.13 Roadworthy Vehicles

The Insurer shall not be held liable for any accident, injury, loss, damage or liability whilst the Vehicle being used is in a condition that does not comply with the National Road Traffic Act 93 of 1996, The National Road Traffic Regulations 2000 and/or any other applicable or subsequent legislation and/or regulations providing for the use of Vehicles on a public roadway in the Republic of South Africa or any similar legislation which applies to countries within the territorial limits specified in this document.

3.14 Jurisdiction

This policy is subject to the laws of the Republic of South Africa whose courts shall have sole jurisdiction to the exclusion of the courts of any other country. Payments shall be made in the currency of the Republic of South Africa unless otherwise allowed by the Insurer.

3.15 Status of Driver's Licenses, Professional Driving Permits and Operating Licenses

If during the currency of this policy, any Driver's license, professional Driver's permit and/or operating license is endorsed, suspended, cancelled, lapsed or is not renewed, in the process of being renewed or if the Driver is charged, convicted of negligent, reckless or improper driving, then notification must be sent in writing to the Insurer, immediately when the Insured has knowledge of such fact. In such instances, the Insurer reserves its rights to assess each claim on its specific merits.

3.16 Parts for Repairs

3.16.1 Cost of importing replacement parts in respect of repairs carried out by the Insurer's approved repairers are included.

- 3.16.2 If the Vehicle is out of the manufacturers' warranty period, it is at the Insurer's sole discretion whether new, used or alternative parts will be used for the repair of the Vehicle. These parts will only be used on non- critical safety components. Critical safety components of the Property or Vehicle must comply with such manufacturers' specifications (OEM) and standard of quality.
- 3.16.3 If the part necessary for the repair of a Vehicle is not available in the Republic of South Africa as a standard ready-made part, then the Insurer will pay an amount equal to the value of the part at the time when the loss or damage occurred. The amounts include the reasonable cost to transport the part to the repairer. It is incumbent upon the Insured to ensure that the repair is actually carried out and the Insurer reserves the right to endorse the policy accordingly.

3.17 Tax charged in terms of the Value-Added Tax Act, 1991, as amended.

In terms rulings issued by the South African Revenue Service (SARS), from time to time, all premiums, fees and commission amounts include VAT at latest applicable rate. The sum insured is the full amount covered and it includes all VAT portions, including potential VAT costs and VAT liabilities to SARS. Any excess amounts that are paid by you are not subject to VAT.

4. GENERAL EXCLUSIONS

4.1 The Insurer will not be held liable for:

4.1.1 Injury, loss, damage or liability resulting from an Incident whilst any Vehicle is being driven, operated or under the control of:

- a. The Insured, Driver or any person with the consent of the Insured:
 - i. *Drives the Vehicle under the influence of alcohol*
 - ii. *Drives the Vehicle under the influence of any illegal substance*
 - iii. *Drives the Vehicle whilst under the influence of drugs (unless prescribed by and taken in accordance with the instructions of a member of the medical profession)*
 - iv. *Drives the Vehicle while their blood-alcohol level is over the legal limit*
 - v. *Refuses to give either a breath or blood sample, as may be required or requested by a law enforcement officer*
 - vi. *Unlawfully leaves the scene when the Vehicle is involved in an Incident.*
- b. The Insured, Driver or any person with the consent of the Insured, whilst the license or professional driver's permit has been endorsed for negligent, reckless or drunken driving.
- c. The Insured, Driver or any person with the consent of the Insured, while not in possession of a valid driver's license or professional driver's permit.

4.1.2 Injury, loss, damage or liability resulting from an Incident occurring outside the Territorial Limits.

4.2 If the Insurer alleges that any loss, damage or injury is not covered in terms of 4.1 above, the burden of proving the contrary rests with the Insured.

4.3 If the Property or Vehicle described in the policy schedule suffers loss or is damaged outside of the RSA, then the cost of repatriation will be borne by the Insured. The Insurer will, however, aid where necessary.

4.4 This policy does not cover damages caused by War, Riot, Terrorism and Nuclear Incidents, as defined. If the Insurer rejects such Claim because of this type of Incident, then the burden to prove otherwise rests with the Insured.

- 4.5 The Insurer shall not be liable to provide indemnity to the Insured under this policy if such indemnity would be in violation of any political, economic or trading sanctions imposed by any United Nations or similar international resolution. If the Insurer rejects such Claim due to this clause, then the burden to prove otherwise rests with the Insured.
- 4.6 This policy does not cover any loss damage cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation forfeiture impounding or requisition legally carried out by customs police services crime prevention units or other officials or authorities.

SECTION 1 - MOTOR COMPREHENSIVE

1. INTRODUCTION

This section covers:

Any Vehicle described in the schedule owned or leased by the Insured in the conduct of the Insured's business for the conveyance of fare paying passengers.

2. COVER LIMITS

The maximum Cover Limits will be the lesser of the adjusted Retail Value of the Vehicle, which considers the said Vehicle's condition, and the Sum Insured, prior to the deduction of applicable excesses. Please refer to the attached schedule of Cover Limits and applicable Excess Amounts.

Should the Insured vehicle be a Code 3 registered Vehicle and suffer Total Loss, then the Retail Value for Claim settlement will be reduced by 30%.

3. EXCESS AMOUNTS

Basic and additional excesses or first amounts payable will also be noted on the respective policy schedules, as determined by the Insurer from time to time.

The Insurer is under no obligation to recover your excess from any negligent party following an Incident. The Insurer will, however, attempt to recover your excess and if successful, the recovered amount will be refunded to you.

4. VEHICLE LOSS OR DAMAGE

4.1 Defined Incidents

- i Accidental loss, damage or theft to any vehicle described in the policy schedule.
- ii If a Vehicle is disabled due to loss or damage covered by the policy, the Insurer will pay the reasonable cost of protection and removal to the nearest repairers.
- iii The Insured may authorize repairs not exceeding the gross amount of R 5 000 provided that a detailed estimate is obtained and forwarded to the Insurer. This is subject to the basic excess applicable under the Motor Section.

Provided that:

The Sum Insured shall be the maximum amount payable by the Insurer but which may not exceed the lesser of the Retail Value of the vehicle, as adjusted and the applicable Cover Limit specified.

4.2 Vehicle Substitution

If the Vehicle is stolen, lost and not recovered or damaged beyond economical repair within 4 months following the date of first registration then the Insurer will, subject to the terms, conditions and exceptions of this policy, bear the cost, including VAT, of substituting the Vehicle with a new or alternative vehicle of the same type or model provided that the vehicle has not travelled more than 30 000kms from date of first registration.

The Limit of Indemnity will not exceed the Sum Insured as stipulated in the policy schedule.

If the Vehicle is substituted, the Insurer shall become entitled to possession and ownership of the lost, stolen vehicle or damaged Vehicle.

If the Insured is unable to source a substitute Vehicle as per the requirements of this section, then the claim will be treated as a Total Loss.

4.3 Exceptions

The Insurer shall not be liable to pay for:

- a. Consequential loss, depreciation and wear and tear.
- b. Mechanical, electronic and electrical breakdown defect or failure.
- c. Damage or loss to the engine and tyres unless some other part of the Vehicle is damaged at the same time.
- d. Suspension systems due to normal wear and tear or inequalities in the road.
- e. Detention, confiscation or requisition by customs or other officials or authorities.
- f. Any damages as a direct result of racing of Vehicles, speed contests, rallies and carriage of explosives.
- g. Incidents due to any load or passengers exceeding the capacity for which the Vehicle is constructed or licensed to carry.
- h. Theft and Hijack Incidents where the Vehicle was not fitted with a fully operational, monitored and Insurer approved tracking device. This applies to Vehicles valued more than R 80 000 at inception date of cover.

5. LIABILITY TO THIRD PARTIES

5.1 Defined Incidents

5.1.1 All sums, up to the Cover Limit, including the claimant's cost(s) and expenses for which the Insured becomes legally liable to pay following an Incident and in relation to:

- i Death of or injury to any person, excluding
 - i A person employed by the Insured following an incident arising from and during employment or
 - ii A member of the same household of the Insured
 - iii Passengers in the Insured's Vehicle
- ii Loss, damage or loss of use of property excluding
 - i Property belonging to the Insured
 - ii Property in the custody and control of the Insured
 - iii Property conveyed, loaded or unloaded from the Insured's vehicle

5.1.2 The Insurer reserves its right to appoint a loss adjuster to quantify the claimed amounts by Third Parties.

5.2 Exceptions

The Insurer will not be liable under this sub-section for:

- a. Claims that must be compulsorily submitted to the Road Accident Fund and/or any similar public entity aimed at making compensation payments to people injured, or dependants killed, in road accidents.
- b. Compensation for damages, costs and expenses if served by a court outside of the jurisdiction of the Republic of South Africa.

5.3 Limits of Indemnity

The liability of the Insurer under this section shall not exceed the Cover Limits as stated in clause 2 of this section.

6. ADDITIONAL CLAUSES AND EXTENSIONS

6.1 Cross Liabilities

Where more than one Insured is named in the schedule, the Insurer will indemnify each Insured separately and not jointly. Any liability arising between such Insured shall be treated as though separate policies had been issued to each provided that the aggregate liability of the Insurer shall not exceed the Maximum Cover Limit as stated in the policy schedule.

6.2 Emergency Charges

If any medical emergency provider charges the Insured with costs relating to a claim payable under this policy, then the Insurer's liability shall be limited to the Maximum Cover Limit, for any one Incident, as stated in the attached schedule of Cover Limits and applicable Excess amounts.

6.3 Cleaning and Removal of Accident Debris

If any service provider charges the Insured with costs relating to the cleaning and removal of debris from the scene of an accident, then the Insurer's liability shall be limited to the Maximum Cover Limit, for any one Incident, as stated in the attached schedule of Cover Limits and applicable Excess amounts.

6.4 Keys and Alarm Systems

The cost of replacing locks and keys, including the remote alarm controller, and if necessary the reprogramming of any coded alarm system, following the disappearance of any key or alarm controller belonging to a Vehicle is covered under this policy and the Insurer's liability shall be limited to the amount as stated in the attached schedule of Cover Limits and applicable Excess amounts for any one Incident.

6.5 Signage and Vehicle Wraps

The Insurer will pay reasonable costs to a professional signage company towards the reinstatement of signage or branded wraps on the Vehicle following an Incident. The Insurer's liability shall be limited to the Maximum Cover Limit, for any one Incident, as stated in the attached schedule of Cover Limits and applicable Excess amounts.

6.6 Passenger Liability

6.6.1 Introduction

The Insurer will indemnify the Insured for Claims in respect of the death of or injury to fare paying passengers following an Incident, within the borders of the Republic of South Africa (RSA), where the Insured becomes legally liable under this section.

The Insurer will, however, not be liable:

- a) for claims that must be compulsorily submitted to the Road Accident Fund and/or any similar public entity aimed at making compensation payments to people injured, or dependants killed, in road accidents.
- b) to pay for a death if caused solely by an existing medical condition, physical defect or other infirmity.

6.6.2 Cover Limits

The maximum Cover Limits are as stated in the attached schedule of Cover Limits and applicable Excess amounts.

6.6.3 Specific Conditions

6.6.3.1 Notice must be given to the Insurer as soon as possible following an Incident which may give rise to a claim under this policy. If notification is not provided within 30 days of the Incident, then this claim will prescribe.

6.6.3.2 All certificates, information and evidence required by the Insurer shall be furnished in the form(s) prescribed.

6.6.3.3 If the Insurer disclaims liability in respect of any claim, and an action or suit is not commenced within 12 months after such disclaimer, then all benefits under this policy in respect of such claim will be forfeited.

SECTION 2 - THIRD PARTY OR THIRD PARTY, FIRE AND THEFT ONLY

A. THIRD PARTY ONLY

1. Defined Incidents

In this instance, the Insurer will only be liable for third party Property loss or damage, for which the Insured becomes legally liable, and for which specific premiums have been charged and fully paid by the Insured.

2. COVER LIMITS

The maximum Cover Limits are as stated in the attached schedule of Cover Limits and applicable Excess amounts.

3. THIRD PARTY LOSS/DAMAGE

3.1 Defined Incidents

1.1.1 All sums, up to specified Cover Limits, including the claimant's cost(s) and expenses for which the Insured becomes legally liable to pay following an Incident and in relation to:

- 3.1.1.1 Death of or injury to any person, excluding
- a) A person employed by the Insured following an incident arising from and during employment or
 - b) A member of the same household of the Insured
 - c) Passengers in the Insured's Vehicle

- 3.1.1.2 Loss, damage or loss of use of Property excluding
- a) Property belonging to the Insured
 - b) Property in the custody and control of the Insured
 - c) Property conveyed, loaded or unloaded from the Insured's vehicle

3.1.2 The Insurer reserves its right to appoint a loss adjuster to quantify the claimed amounts by Third Parties.

3.2 Exceptions

The Insurer will not be liable under this section for:

- a. Claims that must be compulsorily submitted to the Road Accident Fund and/or any similar public entity aimed at making compensation payments to people injured, or dependants killed, in road accidents.
- b. Compensation for damages, costs and expenses if served by a court outside of the jurisdiction of the Republic of South Africa (RSA).

3.3 Limits of Indemnity

The liability of the Insurer shall not exceed the Cover Limits as stated in this section.

B. THIRD PARTY, FIRE AND THEFT ONLY

1. Defined Incidents

In this instance, the Insurer will only be liable for third party Property loss or damage, for which the Insured becomes legally liable, or for loss or damage resulting from fire, self-ignition, lightning or explosion, theft or attempted theft, hijacking or attempted hijacking of the Vehicle and for which specific premiums have been charged and fully paid by the Insured.

2. COVER LIMITS

The maximum Cover Limits will be the lesser of the Retail Value of the Vehicle, as adjusted and the Sum Insured, prior to the deduction of applicable excesses. Please refer to the attached schedule of Cover Limits and applicable Excess Amounts.

Should the Insured Vehicle be a Code 3 registered Vehicle and suffer Total Loss, then the Retail Value for Claim settlement will be reduced by 30%.

The Sum Insured shall be the maximum amount payable by the Insurer but which may not exceed the lesser of the Retail Value of the vehicle and the applicable Maximum Cover Limit specified.

If the Vehicle is stolen and not recovered or damaged because of fire beyond economical repair within 4 months following the date of first registration then the Insurer will, subject to the terms, conditions and exceptions of this policy, bear the cost, including VAT, of substituting the Vehicle with a new or alternative vehicle of the same type or model provided that the vehicle has not travelled more than 30 000kms per month from date of first registration.

The Limit of Indemnity will not exceed the Sum Insured as stipulated in the policy schedule.

If the Vehicle is substituted, the Insurer shall become entitled to possession and ownership of the lost, stolen or damaged Vehicle.

If the Insured is unable to source a substitute Vehicle as per the requirements of this section, then the claim will be treated as a Total Loss.

3. EXCESS AMOUNTS

Basic and additional excesses or first amounts payable will also be noted on the respective policy schedules, as determined by the Insurer from time to time.

4. THIRD PARTY LOSS/DAMAGE

4.1 Defined Incidents

4.1.1 All sums, up to specified Cover Limits, including the claimant's cost(s) and expenses for which the Insured becomes legally liable to pay following an Incident and in relation to:

- 4.1.1.1 Death of or injury to any person, excluding
- a) A person employed by the Insured following an incident arising from and during employment or
 - b) A member of the same household of the Insured
 - c) Passengers in the Insured's Vehicle

- 4.1.1.2 Loss, damage or loss of use of Property excluding
 - d) Property belonging to the Insured
 - e) Property in the custody and control of the Insured
 - f) Property conveyed, loaded or unloaded from the Insured's vehicle
- 4.1.2 The Insurer reserves its right to appoint a loss adjuster to quantify the claimed amounts by Third Parties.

4.2 Exceptions

The Insurer will not be liable under this section for:

- a. Claims that must be compulsorily submitted to the Road Accident Fund and/or any similar public entity aimed at making compensation payments to people injured, or dependants killed, in road accidents.
- b. Compensation for damages, costs and expenses if served by a court outside of the jurisdiction of the Republic of South Africa.

4.3 Limits of Indemnity

The liability of the Insurer shall not exceed the Cover Limits as stated in this section.

SECTION 3 - CREDIT PROTECTION

1. CREDIT SHORTFALL

If any Total Loss settlement approved under the Motor Comprehensive Section is less than the settlement amount owing to the Financier under a current Credit Agreement between the Financier and the Insured, then the Insurer will pay the Insured the amount equal to this shortfall less:

- a. Any arrear installments or rentals including interest payable or penalties on such arrears.
- b. All refunds of premium for cancellation of any insurance relating to the Vehicle.
- c. The increased installments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled.

Provided that:

- a. The amounts payable shall not exceed the Maximum Cover Limit less the Excess payable under the Motor Comprehensive Section.
- b. If the shortfall is because of a re-advance, refinancing or term extension under a credit agreement, then this shortfall is not recoverable in terms of this extension.

2. VIOLATION OF POLICY CONDITIONS

If the Vehicle is repossessed by the Financier, the Insurer may pay:

- a. The cost of repairs, excluding mechanical and electrical damages and wear and tear to the Vehicle less the Excess where the Vehicle is repairable or
- b. The lesser of the outstanding capital due on the Insured's Credit Agreement and the Retail Value of the Vehicle, where the vehicle is assessed by the Insurer to be a Total Loss. In this instance, the Vehicle becomes the property of the Insurer to dispose of as it deems fit.

Provided that:

- a. The Financier submits the claim to the Insurer within 30 days from the date of expiry of 3 months of the last Debtor payment date to the Financier, in the format(s) prescribed.

3. SPECIFIC CONDITIONS

- a. Premiums for this section are computed separately and cover is active when premiums have been fully paid

SECTION 4 - OPTIONAL EXTENDED COVER(S)

A. GENERAL

- a. Each Optional Extended Cover noted below is subject to separate premium computation(s) by the Insurer.
- b. Any approved Claim settlements shall not exceed the Maximum Cover Limit noted in each cover section.
- c. Such cover becomes active only when premiums are fully paid.
- d. Such cover may be cancelled at any time by the Insured. The Insurer may cancel this cover by giving 31 days' written notice to the Insured. This is on condition that premiums are fully paid up to that point.
- e. Notice must be given to the Insurer as soon as possible following an Incident which may give rise to a Claim under this policy. If notification is not provided within 180 days of the Incident, then this Claim will prescribe.
- f. All certificates, information and evidence required by the Insurer shall be furnished in the form(s) prescribed.
- g. If the Insurer disclaims liability in respect of any Claim, and an action or suit is not commenced within 12 months after such disclaimer, then all benefits under this policy in respect of such Claim will be forfeited.

B. BAGGAGE/LUGGAGE

1. Defined Incidents

The Insurer will indemnify the Insured for loss of or damage to the passenger or own luggage in transit because of an Incident under the Motor Comprehensive Section of this policy.

2. Cover Limits

The Maximum Cover Limits are as stated in the attached schedule of Cover Limits and applicable Excess amounts.

3. Specific Exceptions

The Insurer shall not be liable for:

- a. Theft from any unattended Vehicle unless the property is contained in a completely closed and secured compartment of the vehicle or locked trailer.
- b. Vermin, insects, damp, mildew or rust.
- c. Dishonesty of the employee of the Insured whether acting alone or in collusion with others.
- d. Detention, confiscation or requisition by customs or other officials or authorities.
- e. Mechanical, electrical breakdown, failure, breakage or derangement unless caused by an Incident.
- f. Loss of cash, bank and currency notes.
- g. Loss of electronic equipment, cellphones and other mobile devices unless specifically covered under a different section of this policy.
- h. Loss of firearms.

C. CASH TAKINGS

1. Defined Incidents

The Insurer will indemnify the Insured for loss of cash takings when an Incident occurs under the Motor Comprehensive Section of this policy.

Provided that

The Insured can prove that the amount of cash was actually received and accounted for.

2. Cover Limits

The maximum Cover Limits are as stated in the attached schedule of Cover Limits and applicable Excess amounts.

D. INCOME PROTECTOR

1. Defined Incidents

The Insurer will indemnify the Insured for loss of Income when an Incident occurs under the Motor Comprehensive Section of this policy.

2. Cover Limits

The period of cover is limited to a maximum period of 14 days calculated from the date of authorization of the claim until the Vehicle is repaired and ready for collection by the Insured or where Total Loss is suffered, until the Vehicle is replaced in terms of this policy. The maximum period of 14 days applies in both instances.

The maximum Cover Limits are as stated in the attached schedule of Cover Limits and applicable Excess amounts.

E. ACCIDENTAL DEATH – DRIVER ONLY

1. Defined Incidents

The Insurer will indemnify You for claims made against You for the death of the Driver who dies within 3 months from an Incident covered under the Motor Comprehensive Section of this policy.

Provided that

- a. All premiums due are fully paid.
- b. An accident report is submitted with the claim form.
- c. A certified copy of the death certificate is submitted with the claim form.
- d. A sworn affidavit is provided by the Owner validating the identities of the Driver at the time of Incident.

2. Cover Limits

The maximum Cover Limits are as stated in the schedule of Cover Limits and applicable Excess amounts.

POLICY DEFINITIONS

Assessor / Loss Adjuster:

A person who calculates and quantifies the value of damages or an amount to be paid, for insurance purposes.

Claim:

Request by a policyholder or a third party for losses covered by the insurance policy.

Credit Agreement:

A legal contract in which a Credit Provider arranges to loan a customer a certain amount of money for a specified amount of time. The credit agreement outlines all the rules and regulations associated with the contract. This includes inter alia: the interest, charges, repayment terms and specific conditions.

Code 3 Vehicle:

A code 3 represents an insurance write off and will be significantly cheaper. A code 3 vehicle will have to be re-registered and bear the mark code 3 rebuild on the log book. Cover only incept on production, by the Insured, of a roadworthy certificate.

Debit Day:

The day chosen by the Insured for collection of premiums by the Insurer or nominated third party acting for the Insurer.

Debit Order:

A debit order is a way for the Insurer or nominated third party acting for the Insurer, that you have given permission, to collect money from your bank account.

Debtor:

A company or an individual who incurs a debt in terms of a Credit Agreement.

Driver:

The person permitted to drive the Vehicle.

Endorsements:

Endorsements are clauses which alter, delete or add coverage and additional terms or conditions to an insurance policy.

Excess:

The amount the Insured agrees to pay before the Insurer covers a loss.

Financial Advisor:

A financial advisor, commonly known as a broker, is a professional who renders financial services to clients and is authorised to do so in terms of the Financial Advisory and Intermediary Services Act, 2002, as amended.

Financier:

A credit provider as defined in the National Credit Act 34 2005, as amended.

Fraud:

Wrongful or criminal deception intended to result in unjustified financial or personal gain.

Hijack:

The unlawful seizure or wrongful exercise of control of the Vehicle in which you, the driver or the passenger are travelling. No compensation will be payable if any member of your immediate family, the driver or any passenger is found to have colluded in the hijacking.

Incident:

An event as defined in the policy wording and which may lead to a Claim under insurance policy. This may include, inter alia:

- Vehicle catching fire, lightning, thunderbolt, or explosion.
- Storm, wind, water, hail or snow.
- Impact by animals, trees, or vehicles.
- Theft accompanied by forcible and violent entry into or exit from the vehicle or any attempted threat or because of theft (or any attempt thereat) following violence or threat of violence.
- Accidental breakage of glass; windscreen and side windows including side and rear-view mirrors.

Indemnification/Indemnify:

The act of compensating for a loss by the Insurer.

Infirmity:

An existing physical or mental weakness or illness.

Insurable Interest:

A person or an institution that may suffer a financial loss should a Defined Incident occur on the Vehicle or Property insured. Insurable interest must be depicted as such on the policy schedule.

Insured:

The person or parties who are specifically identified as the named insured in the insurance policy schedule or protected by the insurance policy and or any other party with an Insurable Interest.

Insurer:

The registered company that provides the insurance coverage and services on the insurance policy.

Limits of cover / Indemnity:

The amount an insurance company will pay for a covered loss, as stated in the policy.

Misrepresentation:

Statements that are false and misleading

National Credit Act no 34 2005 as amended including regulations:

- Regulates credit granting to consumers incorporating national norms and standards relating to consumer credit.

Nuclear

Any loss or damage, expense or consequential loss, or any legal liability, caused by radio-activity from any nuclear fuel or nuclear waste.

Original equipment manufacturer (OEM):

Original equipment manufacturer parts come from the manufacturer instead of aftermarket or salvage companies.

Own Damage:

Damages to the insured Vehicle excluding damages a third party suffers.

Passenger:

A commuter that pays for his/her transit from points of departure to destination in the insured Vehicle.

Passenger Liability:

Passenger liability cover is provided to protect the owners and drivers of the vehicle for any legal liability to their passengers whilst travelling in the insured Vehicle, within the borders of the Republic of South Africa (RSA).

Premium:

The amount of money the Insurer charges in return for providing coverage.

Policy:

A written contract of insurance

Property:

An object, other than the Vehicle, that belongs to the insured

Rallies:

A long-distance race for motor vehicles on a public road or rough terrain

Retail value:

The retail value as noted in the Auto Dealer's Digest or similar publication published from time to time. This is the highest price that the Vehicle can be Insured for.

Road Accident Fund:

The Road Accident Fund (RAF) is a statutory body that, in terms of the provisions of the Road Accident Fund Act, 1996 (Act No. 56 of 1996) ("the Act") as amended, exists to provide cover to all persons (referred to in the Act as a "third party") for loss or damage resulting from the death or bodily injury caused by the negligent driving of motor vehicles within the borders of the country.

The Act also serves to indemnify an insured driver or owner of a motor vehicle (this is the person who was negligent) against liability incurred as the result of loss or damage wrongfully caused to the third party. The RAF only indemnifies the insured driver against claims for damages in respect of bodily injury sustained or the death of a breadwinner. The indemnity does not apply to claims for damage to motor vehicles, personal affects, buildings, luggage or goods conveyed in a vehicle, etc.

Schedule:

The schedule issued by the Insurer forms part of the policy and shows your policy number, premium, the insurance cover selected by you, and any special terms, conditions, limits and excesses.

Supplier / Service Provider:

A party that supplies goods or services. A supplier may be distinguished from a contractor or subcontractor, who commonly adds specialized input to deliverables.

Sum Insured:

The amount specified, by the Insured, in the schedule against each of the Insured vehicles.

Third Party:

External party that is not a party to the insurance policy.

Total Loss:

When the Insurer assesses that the likely cost to repair the Vehicle exceeds:

- The agreed value if your vehicle is insured for an agreed value; or
- The retail value or sum insured, whichever is less; or when the vehicle is stolen and not recovered.

Value:

The value will be determined by deducting a depreciation factor of 1,5% per month based on the age of the Vehicle (up to a maximum of 90%) from the original purchase price of the Vehicle, including approved conversion costs, where such amount is not readily available in any auto dealers' guide.

VIN:

Vehicle's unique 17-character identification number.

Vehicle:

Any mechanically propelled vehicle with seating capacity of 35 or more seats, designed for use on land only for conveying fare paying passengers. The term vehicle includes factory fitted accessories.

You / Your(s):

Includes the Insured or any party having an Insurable Interest in the insurance policy.

War, Riot and Terrorism means

- a. Civil commotion, labour disturbances, riot, strike and public disorder
- b. War, invasion, an act of a foreign enemy, hostilities, war like operations or civil war
- c. Mutiny, military rising, martial law or a state of siege
- d. Rebellion or revolution, riots and strikes
- e. Any act calculated or directed to overthrow or influence any State or Government, provincial, local or tribal authority by means of force, terrorism or violence
- f. Any act to further political aim, or in protest against any State or Government, resulting in loss or damage
- g. Damages caused by any lawfully established authority in controlling and preventing or in any way dealing with any occurrence as stated in this section.

MOBILITY INSURANCE UNDERWRITING MANAGERS (PTY) LTD

(An authorised financial services provider: FSP 44738)

General Enquiries: info@mobilityins.co.za

Web: www.mobilityins.co.za

Tel: 087 135 0381

Skype: mobility.insurance

