



MOTOR FLEET POLICY WORDING



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INTRODUCTION

Subject to the terms, exceptions and conditions (precedent or otherwise) and in consideration of, and conditional upon, the prior payment of the premium by or on behalf of the Insured and receipt thereof by or on behalf of the Insurer, the Insurer specified in the Schedule agrees to indemnify or compensate the Insured by payment or, at the option of the Insurer, by replacement, reinstatement or repair in respect of the Defined Events occurring during the Period of Insurance and as otherwise provided under the policy's sections up to the sums insured, limits of indemnity, compensation and other amounts specified in the Schedule.

Where more than one insurance company or insurer participates in this insurance, the expression "Insurer" shall be amended to "Insurers" wherever it appears in this policy. In this event the percentage share of each insurer will be as expressed in the Schedule of this policy and the liability of each such insurer individually shall be limited to the percentage share set against its name.

Specific Exceptions Conditions and provisions (as set out in the Schedule and policy wording) shall override General Exceptions, Conditions and provisions.

DEFINITIONS

1. Activities of the Insured

shall mean the full details of all the activities of all operating companies to be insured by this policy as stated in the Schedule.

2. Business description

shall mean the full description of the business operations to be insured by this policy as stated in the Schedule.

3. Condition

shall mean an obligation the Insured must fulfil to enjoy continued cover or receive the benefits of a claim. It may also, if the context so indicates, mean a more onerous term imposed by the Insurer.

4. Date of loss

shall mean the date on which the incident giving rise to the claim/loss occurred.

5. Defined event

shall mean the basic insurance cover offered under each section as modified by extensions, conditions and exclusions.

6. Excess

shall mean the first portion of every loss, damage or liability which shall remain an uninsured amount payable by the Insured in respect of each and every claim.

7. Exclusion

shall mean what is not covered by this policy and which remains uninsured and what shall remain for the Insured's own account in the event of a loss. This will be referenced throughout the policy wording as an Exclusion or Exception, where applicable.

8. Extension

shall mean an extension of cover to the basic cover provided by the defined events or that may otherwise be excluded by an exclusion. Extensions can be identified under each section of this policy under the headings "Clauses and Extensions" or "Extensions".

9. Inception date

shall mean the first date set forth in the Schedule.

10. Insured

shall mean the insured including all operating companies and in respect of directors, shareholders, partners and employee registered

vehicles forming part of the declared fleet to be insured by this policy as stated in the Schedule for their respective rights and interests.

11. Insured amount

shall mean the amount selected by the Insured or any limitation imposed by the Insurer and reflected in the Schedule as representing the maximum liability of the Insurer inclusive of value added tax in the event of a claim for that particular Defined Event or item but reducible by any applicable Excesses, terms, Conditions and Exceptions. This maximum liability can be for any one loss, for any number of losses arising out of one event, for any number of losses during any one Period of Insurance or otherwise as indicated in the policy wording or the Schedule. Some sections may refer to the "sum insured" or "limit of indemnity" or "limit of liability" or "compensation" and use of such words shall have the same meaning as "insured amount" where the context so implies.

12. Insurer

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Sandton,

2146

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13. Period of insurance

shall mean the period stated in the Schedule, commencing on receipt of the first Premium and for any subsequent period for which the Insurer has accepted Premium. The policy will be in force for a period of 12 (twelve) months if the Premium is payable annually or for the month in which the Premium is paid if the Premium is payable monthly.

14. Premium

shall mean the agreed amount due to the Insurer by the Insured, as stated in the Schedule, in South African Rand.

It is a condition of cover that the Insurer is in receipt of the Premium at inception of cover, and upon each monthly/annual renewal thereafter. Breach of this condition will result in the Insurer declining liability for all claims/losses.

15. Schedule

shall mean the documentation or subsequent endorsements against this policy, defining the benefits agreed under the various sections of the policy, issued as evidence of this insurance and thereby entitling the Insured to indemnification or compensation.

16. The Act

shall mean The Short-term Insurance Act, 1998 (as amended).

17. The Underwriting Manager

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POLICY INTERPRETATION

This policy is to be interpreted as follows:

1. Excess

To determine the applicable excess, unless specifically indicated to the contrary, the following approach is to apply:

a) Section level excess

Any Excess reflected in the Schedule at a section level shall apply to all such claims payable under the section unless there is a more specific Excess reflected as set out in b) to d) below in which case such more specific Excess shall apply.

b) Item excess

Any Excess if reflected in the Schedule for a specific item shall apply to all such claims payable in respect of the reflected item and shall replace the Excess reflected at section level.

Where no Excess is reflected in the Schedule for the item, the Excess reflected as set out in a) above shall apply unless there is a more specific Excess reflected as set out in c) below.

c) Specific insured event, clause or extension excess

Any Excess reflected in the Schedule for a specific insured event, clause or extension shall apply to all such claims payable in respect of the reflected insured event, clause or extension and shall replace the Excess reflected at item or section level.

Where no Excess is reflected in the Schedule for the insured event, clause or extension the Excess reflected as set out in a) or b) above shall apply.

2. Extensions

Some extensions will have their own insured amounts or excesses and these will be stated in the Schedule. These amounts will apply irrespective of whether the extension wording refers to such amounts or not. The cover provided under all extensions will be subject to the terms, conditions, exclusions and limitations otherwise contained in the policy unless such extension specifically indicates that such term, condition, exclusion or limitation has been cancelled, deleted or amended by the extension.

Where cover is provided by the same extension under multiple sections of this policy, the Insurer's liability shall be limited to the highest sum insured provided for the same extension.

3. Included/not included

The Schedule will indicate whether an insured peril or an extension has been selected to be insured by the use of the word "included" or where no cover has been selected to be in force by the words "not included".

4. Meaning of words

Any word or expression to which a specific meaning has been given in the policy Schedules, any endorsement thereto or the policy wording, shall bear such meaning wherever it may appear.

5. Policy wording and policy Schedule

The Insurer will provide the Insured with a policy wording and a policy Schedule as evidence of the insurance contract and the terms, conditions, exclusions and limitations of the insurance protection provided. The Schedule (and any endorsements thereto), the policy wording and any communications from the Insurer are to be read together to determine the cover provided or excluded. If there is inconsistency between the Schedule and the policy wording then the Schedule is deemed to override the policy wording. The Schedules will make reference to the version of the policy wording that is in force at any point in time.

6. Section or item level cover

The Schedule may reflect the cover provided (being cover, exclusions, conditions, clauses and extensions) separately at these different levels. Where so reflected, with the exception of excesses, the following interpretation approach is to apply:

a) Section cover information

Cover, exclusions, conditions, clauses and extensions reflected under this heading on the Schedule as being included or applicable shall apply to the entire section.

b) Item cover information under a section

Cover, exclusions, conditions, clauses and extensions reflected under this heading on the Schedule as being included or applicable shall apply to all cover provided for the specific item only. The absence of repeating section level cover, exclusions, conditions, clauses and extensions under the specific item shall not be interpreted to mean that they have been deleted.

7. Sections

Unless one section specifically makes reference to another section in the wording, each section has been drafted as a separate standalone section and must be read and interpreted as such. One section must not be used in an attempt to interpret the intended cover under another section. The General section however applies to the entire policy and must be read in conjunction with each of the other sections when interpreting such sections. Any definition, exclusion, condition or provision contained in this General section shall apply to all of the more specific sections unless specifically indicated as deleted, amended or replaced in such more specific section.

8. Warranties and endorsements

If cover is subject to a specific warranty(ies) or requirement(s) or the premium was reduced as a result of receiving a discount for precautionary measures taken on any section of this policy and these measures are not in place, maintained and/or operational at the time of the loss or damage for which a claim is submitted, the Insurer may reject the claim.

GENERAL EXCEPTIONS

1. Cyber

This Policy excludes any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Incident. However, this Policy will provide cover for physical loss or damage to the property insured which is caused by a Defined Event, including business interruption resulting therefrom, directly occasioned by a Cyber Incident.

Nevertheless, any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data directly occasioned by the Cyber Incident shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion.

Definitions

a) Cyber Incident

shall include:

i) unauthorised or malicious acts regardless of time and place, or the threat or hoax thereof;

ii) Malware or Similar Mechanism;

iii) programming or operator error whether by the insured or any other person or persons;

iv) any unintentional or unplanned –wholly or partially –outage of the insured's Computer System not directly caused by physical loss or damage; affecting access to, processing of, use of or operation of any Computer System or any Electronic Data by any person or group(s) of persons.

b) Computer System

means any computer, hardware, information technology and communications system or electronic device, including any similar system or any configuration of the aforementioned and including any associated input, output or Electronic Data storage device, networking equipment or back up facility.

c) Electronic Data

means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

d) Malware or Similar Mechanism

means any programme code, programming instruction or other set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programmes, data files or operations (whether involving self-replication or not), including but not limited to "Virus", "Trojan Horses", "Worms", "Logic Bombs" or "Denial of Service Attack."

2. Detention, confiscation and forfeiture

The Insurer shall not be liable for any loss, damage, cost (including but not limited to any legal cost), liability or expense directly or indirectly arising from detention, confiscation, nationalisation, forfeiture, attachment, impounding, capture, seizure, arrest, restraint, detainment or requisition, or any process thereof, whether in terms of a court order, or by customs, police, crime prevention units or other officials or authorities.

But this exclusion shall not apply to damage discovered on the return of the property of the Insured if the Insured can provide evidence to the satisfaction of the Insurer that such detention, confiscation or requisition was unjust and without any offence being committed.

3. Nuclear and nuclear causes

a) Nuclear

This policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- ii) nuclear material, nuclear fission or fusion, nuclear radiation;
- iii) nuclear explosives or any nuclear weapon;
- iv) nuclear waste in whatever form;

regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.

b) Nuclear causes

Unless specifically agreed for an insured loss involving nuclear material under determined circumstances, this policy does not cover loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Nuclear material, nuclear fission or fusion, nuclear radiation, nuclear waste from the use of nuclear fuels, nuclear explosives or any nuclear weapon.

c) Nuclear definitions

i) Nuclear material

is as defined in the Nuclear Materials Act, 1975.

ii) Nuclear fission

means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.

iii) Nuclear fusion

means a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.

iv) Nuclear radiation

means the absorption of electromagnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.

v) Nuclear waste

is as defined in the Nuclear Materials Act, 1975.

vi) Nuclear fuels

means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.

vii) Nuclear explosives

means an explosion involving the release of energy by nuclear fission or fusion or both.

viii) Nuclear weapon

means a nuclear device designed, used or usable for inflicting bodily harm or property damage.

4. Sanctions

The Insurer shall not be liable to provide any cover, pay any claim, provide any benefit or provide any indemnification under this policy if the Insured is listed, or is included by the respective authorities as a sanctioned, or prohibited entity or individual to do business with or indemnify, under the United Nations resolutions or any trade or economic sanctions, laws or regulations of the European Union, the United Kingdom, the United States of America or South Africa.

5. Theft by false pretences and fraud

The Insurer shall not be liable for any loss or damage resulting directly or indirectly from or in connection with any actual or purported exchange, cash or credit sale agreement including theft by trickery, false pretences and/or fraud.

6. War, riot and terrorism

a) This policy does not cover loss of or damage to property related to or caused by:

- i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
- ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not) or civil war;
- iii) a. mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
b. insurrection, rebellion or revolution;
- iv) any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
- v) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;
- vi) any attempt to perform any act referred to in clause iv) or v) above;
- vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in General Exception 6. a) (i), (ii), (iii), (iv), (v) or (vi) above.

If the Insurer alleges that, by reason of General Exception 6. a) i), ii), iii), iv), v), vi) or vii) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the Insured.

b) This policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 or any similar Act operative in any of the territories to which this policy applies.

c) Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a General Exception, this policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this General Exception 6. c) an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

If the Insurer alleges that, by reason of General Exception 6. c) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the Insured.

GENERAL CONDITIONS

Subject to the provisions of Section 55 of the Short-Term Insurance Act, 1998 (as amended):

1. Adjustment of premium

If the premium for any section of this policy has been calculated on any estimated figures, the Insured shall, after the expiry of each period of insurance, furnish the Insurer with such particulars and information as the Insurer may require 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.

2. Alterations to the business

a) The Insured must immediately notify the Insurer in writing of any changes to the business that may increase the risk or result in an increased chance of destruction, loss or damage to property insured or liability to third parties.

b) For the purposes of this General Condition changes shall include but not be limited to:

- i) changes in the name of the Insured or directors or partners;
- ii) changes to the address or location of the business;
- iii) changes in the nature of the business activities, trade or occupation;
- iv) alterations in construction of the Premises;
- v) new business products not previously disclosed to the Insurer;
- vi) change of Tenants if the Insured leases out property; and
- vii) additional Premises occupied.

c) Any changes not notified to the Insurer shall render the contract voidable as to the part affected thereby.

d) When such changes are notified to the Insurer, the Insurer may return the unearned portion, if any, of the premium paid and cancel the contract, or the Insurer may in their discretion notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within 15 (fifteen) days of the receipt of the notice, pay the Insurer an additional premium. In default of such payment, the contract is no longer in force and the Insurer shall return the unearned portion, if any, of the premium paid.

3. Amendments

a) By the Insured

The Insured may request amendments or changes to the policy at any time, by directing these requests in writing to the Insurer. Any amendment or change that the Insurer agrees to in writing shall apply from the date and time of such agreement.

b) By the Insurer

This policy or any section thereof may be amended at any time or the terms, conditions and exclusions may be altered by the Insurer giving 30 (thirty) days' notice (or such other period as may be mutually agreed upon) in writing to the Insured.

4. Breach of conditions

The conditions of this policy and sections thereof shall apply individually to each of the risks insured and not collectively to them so that any breach shall render voidable the section only in respect of the risk to which the breach applies.

5. Cancellation

a) By the Insurer

This policy, policy section or item may be cancelled at any time by the Insurer giving 31 (thirty-one) days' notice in writing (or such other period as may be mutually agreed). On cancellation by the Insurer, the Insured shall be entitled to claim a pro-rata proportion of the premium for the remainder of the period of insurance from the date of cancellation, subject to General Condition 6 (Adjustment of Premium).

b) By the Insured

The Insured may give immediate notice on cancellation. On cancellation by the Insured, the Insurer shall be entitled to retain the customary short period or minimum premium for the period the policy, policy section or item that has been in force.

c) Premium refund

The Insurer will not refund the Insured upon cancellation of the policy, policy section or item for the remainder of the period of insurance up to renewal if the maximum amount stated in the Schedule for such property or section is settled in terms of a claim.

This general condition shall apply whether the Insured or the Insurer, for whatever reason, gave instruction for cancellation.

6. Change of interest/disclosure/non-disclosure

a) Before the Insured enters into a contract of insurance with an Insurer, the Insured has a duty to disclose to the insurer every matter known, or that the reasonable person in a similar position could reasonably be expected to know, that is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

b) The Insured has the same duty to disclose those matters to the Insurer before the policy is renewed, extended, amended or reinstated.

c) If the Insured fails to comply with the duty of disclosure, the Insurer may be entitled to reduce its liability under the policy in respect of a claim or may void the policy from the date of the material change of risk or non-disclosure.

d) Further, the cover provided by this policy shall be void with respect to any item insured:

- i) to which any alteration after the commencement of this insurance takes place; or
- ii) whereby the Insured's interest ceases except by will or operation of law;

unless notice has been given to the Insurer in writing as soon as practicable after such alteration and an additional premium paid if required.

7. Claims

a) On the happening of any event which may result in a claim under this policy the Insured shall, at their own expense:

i) give notice thereof to the Insurer:

a. in respect of theft and/or hijacking of vehicles, as soon as reasonably possible but in any event within 48 (forty-eight) hours of becoming aware of such event;

b. in respect of all other claims as soon as reasonably possible but in any event within 30 (thirty) days of becoming aware of such event;

and provide particulars of any other insurance covering such events as are hereby insured;

ii) as soon as practicable after the event inform the South African Police Service (and/or the relevant authorities as stated in the territorial area) of any claim involving theft or (if required by the Insurer) loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property;

iii) where there is damage resulting from a collision:

a. the accident shall be reported to the South African Police Service (and/or the relevant authorities as stated in the territorial area) within 48 (forty-eight) hours of the event occurring;

b. a copy of the police accident report shall be forwarded to the Insurer within 10 (ten) days of the event occurring;

iv) as soon as practicable after the event submit to the Insurer full details in writing of any claim; and

v) give the Insurer such proofs, information and sworn declarations as the Insurer may require and forward to the Insurer immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim.

b) No claim shall be payable after the expiry of 24 (twenty-four) months or such further time as the Insurer may allow from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of the Insured's legal liability to a third party.

c) No claim shall be payable unless the Insured claims payment by serving legal process on the Insurer within 180 (one hundred and eighty) days of the rejection of the claim in writing and pursues such proceedings to finality.

d) If, after the payment of a claim in terms of this policy in respect of lost or stolen property, the property (the subject matter of the claim) or any part thereof is located, the Insured shall render all assistance in the identification and physical recovery of such property if called on to do so by the Insurer, provided that the Insured's reasonable expenses in rendering such assistance shall be reimbursed by the Insurer. Should the Insured fail to render assistance in terms of this condition when called upon to do so, the Insured shall immediately become liable to repay to the Insurer all amounts paid in respect of the claim.

e) The Insurer has the right to indemnify the Insured for loss or damage by any of the following methods:

- i) repairing;
- ii) replacing;
- iii) paying cash; or
- iv) any combination of these.

If the Insurer decides to either repair or replace, the Insurers will not be obliged to do so exactly, but only as circumstances reasonably allow. The Insurer may use any supplier or repairer of the Insurer's choice, if the Insurer repairs or replaces any loss or damage.

Before the Insurer finalises or settles any claim, the Insurer may require the Insured to sign an agreement of loss.

8. Consent to disclosure

The Insured:

a) acknowledges that the sharing of information for underwriting and claims purposes (including credit information) between insurers is in the public interest, as it will enable insurers to underwrite policies and assess risks fairly and reduce the incidence of fraudulent claims with a view to limiting premiums.

b) on behalf of the Insured and of any person represented by the Insured herein, hereby waives their right to privacy with regard to underwriting or claims information (including credit information) provided by the Insured or provided by another person on the Insured's behalf in respect of any insurance policy or claim made or lodged by the Insured.

c) acknowledges that the insurance information provided by them may be stored in the shared database and used as set out above.

d) consents to such information being disclosed to any other insurance Insurer or its agent.

e) acknowledges and agrees that the information may be verified against legally recognised sources or databases.

9. Currency

For the purpose of policy limits, property valuation, excesses and premium considerations, this policy shall be held to apply and respond in South African Rand.

10. Fraud

If any claim under this policy is in any respect fraudulent (including (but not limited to) the deliberate overstatement or exaggeration of the claim) or if any fraudulent means or devices are used by the Insured or anyone acting on their behalf or with their knowledge or consent to obtain any benefit under this policy or if any event is occasioned by the wilful act or with the connivance of the Insured, the benefit afforded under this policy in respect of any such claim shall be forfeited.

11. Insurable interest

a) The Insured must have an insurable interest in any item insured under this policy at the date of the event giving rise to a claim.

b) If the Insured's insurable interest in an insured item is an interest other than as an owner or a good faith possessor of the goods (in terms of a credit agreement or else) who bears the risk of loss, the Insured must advise the Insurer of the nature and extent of the insurable interest before the cover commences.

c) The cover for any such item will start only when the Insurer has given written confirmation and agreed to insure the property.

d) Should the nature or extent of the insurable interest in any item insured under this policy change, the Insured must notify the Insurer immediately in writing of such change. Failure to do so may entitle the Insurer to reject the claim if the Insured's insurable interest was not agreed to by the Insurer.

12. Insurer's rights after an event

a) On the happening of any event in respect of which a claim is or may be made under this policy, the Insurer and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the Insurer to rely upon any conditions of this policy,

i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the Insured to the Insurer to do so. The Insured shall not be entitled to abandon any property to the Insurer whether taken possession of by the Insurer or not; and/or

ii) take over and conduct in the name of the Insured the defence or settlement of any claim and prosecute in the name of the Insured for their 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 any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the Insured without the written consent of the Insurer.

b) The Insured shall, at the expense of the Insurer, do and permit to be done all such things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights to which the Insurer shall be, or would become, subrogated upon indemnification of the Insured whether such things shall be required before or after such indemnification.

c) In respect of any section of this policy under which an indemnity is provided for liability to third parties, the Insurer may, upon the happening of any event, pay to the Insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the Insurer shall thereafter not be under further liability in respect of such event.

13. Interest on payments

No interest will be payable on any amount due by the Insurer in terms of this policy unless a court of law orders otherwise.

14. Law and jurisdiction

Any dispute between the Insured and the insurers in connection with or arising out of the policy shall be decided exclusively in accordance with the law of the Republic of South Africa and exclusively by a competent court of South Africa.

The Insured undertakes that they will not institute any action against the insurers nor bring joint proceedings against the Insurer in the court of any country other than the Republic of South Africa.

15. Misrepresentation, misdescription and non-disclosure

Misrepresentation, misdescription or non-disclosure in any material particular shall render voidable the particular item, section, sub-section or the policy, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.

16. No rights to other persons

Unless otherwise provided, nothing in this policy shall give any rights to any person other than the Insured. Any extension providing indemnity to any person other than the Insured shall not give any rights of claim to such person, the intention being that the Insured shall claim on behalf of such person. The receipt of the Insured shall in every case be a full discharge to the Insurer.

17. Other insurance

If, at the time of any event giving rise to a claim under this policy, an insurance policy exists with any other insurers covering the Insured

against the defined events, the Insurer shall be liable to make good only a rateable proportion of the amount payable by or to the Insured in respect of such event. If any such other insurance is subject to any condition of average, this policy, if not already subject to any condition of average, shall be subject to average in like manner.

In the event of dual insurance, the Insurer will refund only 50% (fifty percent) of the premium received up to a maximum of 90 (ninety) days immediately prior to the discovery of such dual insurance.

18. Premium payment

a) Where the premium is paid quarterly, bi-annually or annually

The premium is due and payable on or before the inception date or renewal date for each 3rd (third), 6th (sixth) or 12th (twelfth) month, as the case may be. The Insurer shall not be obliged to accept premium tendered to it after the inception date or renewal date or quarter or bi-annual period, as the case may be, but may do so upon such terms as it at its sole discretion may determine.

b) Where the premium is paid monthly by debit order

The premium is due in advance and, if it is not received by the Insurer by the due date, this policy shall be deemed to have been cancelled at midnight on the last day of the preceding period of insurance unless the Insured can show that failure to make payment was an error on the part of their bank or other paying agent.

The due date will be either the 1st (first) day or the 15th (fifteenth) day of every calendar month where premium is payable monthly as agreed and stated in the Schedule.

If the Insurer does not receive the premium by the payment due date, the Insurer will debit the unpaid premium again at the next payment due date. If the Insurer is able to collect both premiums, the policy will remain in force. If the Insurer is unable to collect both premiums, the policy will be cancelled automatically from the due date of the first unpaid premium.

If the Insured puts a stop payment on the premium payment, the policy will be cancelled automatically from the due date of the stopped premium.

c) Where the premium is paid on an annual deposit premium basis

In the event that the premium required by the Insurer for the annual period of insurance under the policy is on a deposit premium basis, the deposit premium is required to be paid immediately when the policy is incepted or renewed. Should the policy be cancelled before the period of insurance has expired the Insurer will only be liable to refund the premium portion that ensures the policy loss ratio does not exceed 60% (sixty percent) at time of cancellation.

If no premiums have been paid, any claims made will not be settled under this policy.

Reference to the policy period in the Schedule, is deemed to describe premium payment frequency.

19. Prevention of loss

The Insured shall take reasonable steps to:

- a) safeguard and maintain the insured vehicles;
- b) prevent accidents and minimise loss, damage or liability.

20. Refund of premium

(Applicable where premium is payable quarterly, half-yearly or annually).

Notwithstanding General Condition 23 (reinstatement of cover after loss (not applicable to stock on a declaration basis nor to any section where it is stated to be not applicable)), if there is a total loss of an insured item during the period of insurance, no refund of premium shall be allowed for the unexpired period of insurance from the date of the loss or damage. Should any such item be replaced by the Insurer, a full pro rata premium for the unexpired period shall become payable by the Insured.

21. VAT (Value added tax)

a) Definition

VAT shall mean the amount of value added tax payable by the Insured or the Insurer to the revenue authorities in the Republic of South Africa at the ruling rate.

b) VAT inclusive conditions

It is understood and agreed that VAT shall be applied as follows:

i) the monetary amounts for the sums insured and/or compensation and/or limits of indemnity and premiums as reflected in the Policy Schedule include VAT;

ii) value added tax at the current rate as promulgated in legislation relating thereto;

iii) the indemnity or amounts payable in terms of this policy and to which sums the terms, provisions, conditions and limitations of this policy shall apply in respect of claims settlements will be based upon a VAT inclusive loss valuation, and, where VAT is payable in terms of Section 8(8) of the VAT Act 89 of 1991 (as amended), but is not recoverable on a specific item (e.g., entertainment/ consumables) then double "VAT" will be incorporated in the valuation of the loss;

iv) subject to such sums insured/limits of indemnity being adequate to embrace the amounts reflected under i) and ii) above, the Insurer will, to the extent that the Insured is accountable to the tax authorities for value added tax in respect of any payment in terms of this policy, include the amount of such tax in the final settlement of any claims in terms of the policy, provided that the total amount payable for any Insured Event and value added tax related thereto shall not exceed the sum insured/limit of indemnity set against such Insured Event;

v) deductibles will be subtracted from the VAT exclusive claim;

vi) all claim amounts recorded will be based upon the valuation of losses in terms of the above, and will therefore reflect annual disbursements made by all the parties to the contract, prior to the recovery of input VAT;

vii) in the event of a change in the rate of VAT during the period of insurance, sums insured and/or compensation and/or limits of indemnity and premiums, shall be adjusted accordingly.

22. Voidability of cover

The insurance under this policy shall cease immediately upon the business being:

- a) carried on by a liquidator or judicial manager; or
- b) placed under business rescue; or
- c) permanently discontinued.

unless the written consent of the Insurer has been obtained.

23. Waiver of rights

a) In the event of any rights of recovery having been waived by the Insured under a contract, agreement, lease or other undertaking (either verbal or written) entered into in the ordinary course of business prior to the occurrence of any loss or damage, this policy shall not be prejudiced thereby.

b) In the event of a claim arising under this policy, the Insurer agrees, at the request of the Insured, to waive any rights, remedies or relief to which they might become entitled by subrogation (but only in excess of the amount recoverable under any policy providing indemnity for liability to third parties) against:

i) any company standing in relation to the Insured of holding company to subsidiary or controlled company;

ii) any company standing in relation to the Insured of subsidiary or controlled company to holding company;

iii) any company which is a subsidiary or controlled company of the same holding company of which the Insured are themselves a subsidiary or controlled company as defined in any applicable legislation;

iv) any director or employee of the Insured or member of their families unless the loss or damage has been caused by the wilful act or dishonesty of such person;

v) any company forming part of a joint venture with the Insured when the Insured has assumed responsibility for insurance.

GENERAL PROVISIONS

Subject to the provisions of Section 55 of the Short-Term Insurance Act, 1998 (as amended):

1. Excess

Except where provided for specifically in any section, the amount payable under this policy for each and every loss, damage or liability shall be reduced by the Excess stated in the Schedule for the applicable defined event, clause, extension or limitation.

Unless otherwise stated, Excesses are not cumulative and apply in respect of every occurrence (or series of occurrences arising out of one event) giving rise to a claim.

Where more than one item is the subject of a claim arising out of any one event (or series of events arising out of one original cause or source) and where such items have separate Excesses, only one Excess will be borne by the Insured.

This Excess shall be calculated as follows:

a) Flat excesses

where the Excesses are stated as fixed currency amounts per item, only the amount of the item with the highest Excess will be used once for the entire claim; or

b) Percentage based excesses

where the Excesses are based on a percentage of the claim or sum insured, the Excess will be calculated individually for each affected item. Where however such percentage-based Excesses of each item stipulate that the result is subject to a minimum amount, only one minimum amount will be used and it will be the amount of the item with the highest minimum; or

c) Loss or damage falling within the applicable excess

where a claim in respect of any single item falls within its applicable excess, the amount of such claim shall not form part of the total claim and only the excesses applicable to the remaining items will be calculated for the purposes of determining the applicable excess.

2. Holding covered

If the insurers are holding covered on a risk, they will not reject a claim on the grounds that the premium has not been paid at the time of the loss provided that any premium due from the date of initially holding covered is paid before the claim is settled.

3. Interest of others

The interests of various parties in the property insured by this insurance are hereby noted without conferring any rights upon such parties under this insurance as insureds.

4. Members

Wherever the word "director" is used it is deemed to include "member" if the Insured is a close corporation.

5. Payments on account

In respect of any section where amounts recoverable from the Insurer are delayed pending finalisation of any claim, payments on account may be made to the Insured, if required, at the discretion of the Insurer.

6. Premium payment

Premium is payable on or before the inception date or renewal date as the case may be.

The Insurer shall not be obliged to accept premium tendered to it after inception date or renewal date as the case may be but may do so upon such terms as it at its sole discretion may determine.

GENERAL CLAUSES AND EXTENSIONS

Subject otherwise to the terms, exclusions and conditions of this section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if such extensions and clauses are stated as included in the Schedule) subject to any insured amounts or excesses stated in the Schedule under each extension.

1. 72-hour clause

It is understood and agreed that all loss of or damage to property occurring during any one period of 72 (seventy-two) consecutive hours during the currency of this policy directly caused by:

- storm due to an atmospheric disturbance usually so designed by a meteorological institute;
- hail and/or thunderstorms and/or tornadoes due to an atmospheric disturbance;
- earthquake, tsunami, volcanic eruption;
- strike, riot, civil commotion or violent demonstration occurring within the boundaries of one city, town or village;

shall be deemed to have been caused by a single event and therefore to constitute one loss for the purpose of this policy (if such peril is insured in terms of this policy).

Whatever period of 72 (seventy-two) consecutive hours is used for the purpose of this clause shall also be used for the purpose of any excess provisions in this policy. An event which continues uninterrupted for a period exceeding 72 (seventy-two) hours shall not, however, be regarded as more than one occurrence for the purposes of the application of the deductible.

The Insurer shall not be liable, however, for any loss occurring before the effective date and time or commencing after the expiration date and time of this policy.

2. Accountants

Any particulars or details contained in the Insured's books of account or other business books or records which may be required by the Insurer under this section for the purpose of investigating or verifying any claim hereunder, may be produced and certified by the Insured's auditors or professional accountants, and their certificate shall be prima facie evidence of the particulars and details to which it relates.

3. Claims preparation costs (if stated as included under the Motor: Unspecified section)

The insurance by each section of this policy is extended to include costs reasonably incurred by the Insured in producing and certifying any particulars or details required by the Insurer in terms of General Condition 7 Claims or to substantiate the amount of any claim, provided that the liability of the Insurer for such costs in respect of any one claim shall not exceed the insured amounts stated in the Schedule of each section.

This provision specifically does not cover expenses incurred for the services of any public adjuster.

4. Disposal of salvage

Without diminishing the rights of the Insurer to rely on the provisions of the General Conditions in the event of a loss, the Insurer agrees that it will not sell or otherwise dispose of any vehicles which is the subject of a claim hereunder without the consent of the Insured provided that the Insured can establish to the satisfaction of the Insurer that to do so will prejudice their interests in which event the Insurer agrees to give the Insured first option to repurchase such property at its fair intrinsic value or market value whichever is the greater.

The Insured shall not be entitled under the provisions of this clause to abandon any property to the Insurer whether taken possession of by the Insurer or not.

5. Reward for information

The Insurer will pay a reward for information that leads to a conviction for arson, malicious damage, and theft of property in connection with property covered under the policy, provided that the liability of the Insurer shall not exceed R25,000 (twenty-five thousand Rand).

SUB-SECTION A: LOSS OR DAMAGE**DEFINED EVENTS****1. Loss or damage**

to any vehicle described in the Schedule and its accessories and spare parts whilst therein or thereon or attached thereto.

2. Additional costs

a) Within the Borders of the Republic of South Africa only:

In addition to any defined event that occurs inside the Republic of South Africa, the Insurer will pay for:

i) Protection and removal (towing)

the cost of protection and removal to the nearest repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

ii) Storage and release fees

the reasonable cost of storage at the nearest yard, place of safety or repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

iii) Delivery after repair

the reasonable cost of delivery to the Insured, after repair of such loss or damage to the permanent address of the Insured, provided that such costs for the combination of 2(a) (i), (ii) and (iii) shall not exceed the amount stated in the Schedule under the heading towing, storage and release fees: within RSA.

b) Outside the Borders of the Republic of South Africa (if stated as included in the Schedule)

In addition to any defined event that occurs outside the Republic of South Africa, the Insurer will pay for:

i) Protection and removal (towing)

the cost of protection and removal to the nearest border of the Republic of South Africa or place of safety if such vehicle is disabled by reasons of any loss or damage insured hereby. The Insurer will also pay the reasonable cost of moving the insured vehicle from the Republic of South Africa's border to the nearest approved repairer within the Republic of South Africa;

ii) Storage and release fees

the reasonable cost of storage at the nearest yard, place of safety or repairers if such vehicle is disabled by reasons of any loss or damage insured hereby;

iii) Delivery after repair

the reasonable cost of delivery to the Insured, after repair of such loss or damage to the permanent address of the Insured,

provided that:

i) such costs for the combination of 2(b) (i), (ii) and (iii) shall not exceed the amount stated in the Schedule under the heading towing, storage and release fees: outside RSA;

ii) if the insured vehicle cannot be repatriated to the Republic of South Africa on the grounds that the vehicle is a write-off, the Insurer will deduct 15% (fifteen percent) from the settlement due to the Insured; and

iii) the Insurer shall not be liable to pay for government-imposed duties, charges, bribes or stamps relating to the repatriation of the vehicle.

c) Temporary/emergency repairs

In addition, if the vehicle is disabled by reason of any damage insured hereby, the Insurer will pay the reasonable cost of protection and removal to the nearest repairers and the Insured may give instructions for repairs to be executed without the previous consent of the Insurer

to the extent of but not exceeding the amount stated in the Schedule, provided that a detailed estimate is first obtained and immediately forwarded to the Insurer.

PROVISIONS**1. Accessories and/or extras**

The Insurer will indemnify the Insured in respect of loss of or damage to accessories and/or extras by any accident or misfortune not otherwise excluded, as follows:

a) where such accessories and/or extras are factory fitted by the manufacturer of the Vehicle when new, the replacement value thereof shall be deemed to be included in the value declared for such vehicle up to maximum indemnity limit per Vehicle stated Schedule; and

b) where such accessories and/or extras are not factory fitted by the manufacturer of the vehicle when new (after-market installation), the replacement value thereof shall be:

i) deemed to be included in the maximum indemnity limit per Vehicle; or

ii) up to the amount noted in the Schedule for such accessories and/or extras in addition to the maximum indemnity limit per Vehicle,

provided that:

a) where the accessory consists of articles of a pair or set, the Insurer shall be liable for the value of the entire pair or set only if replacement of the individual item in the pair or set is not possible;

b) where the such after-market accessory includes vehicle tyres, the Insurer will reduce any settlement to the Insured in relation to the tyres, in proportion to the tyre tread used;

c) the motor excesses as set out in the Schedule shall apply.

2. Accumulation

The maximum amount payable by the Insurer in respect of any one event, irrespective of the number of insured Vehicles lost or damaged shall not exceed in the aggregate the limit of indemnity for this section as stated in the Schedule.

Where an event gives rise to a claim which forms the subject of indemnity by more than one policy, each policy shall apply separately and be subject to its own separate limit of indemnity, provided always that the maximum amount payable the Insurer shall be limited to the greatest limit of indemnity available under any one policy affording indemnity for the claim.

3. Agreed value (if stated in the Schedule to be applicable)

The Insurer will indemnify the Insured up to the Agreed Value sum insured stated in the Schedule in the event of an Insured vehicle being declared as a Total Loss as determined by the Insurer, following an insured event.

The Agreed Value basis of indemnity will be applied up the sum insured in respect of the following:

a) Commercial Vehicles with a gross vehicle mass greater than 3,500 Kilograms, the current Retail Value plus 20% (twenty percent) in addition to the Retail Value, which will be calculated at the date of loss;

b) Commercial Trailers with a gross vehicle mass greater than 3,500 Kilograms, special types and agricultural equipment, the current Market Value plus 20% (twenty percent) in addition to the Market Value, which will be calculated at the date of loss;

c) Busses (including any vehicle used for business purposes and designed or adapted to seat more than 20 (twenty) persons, including the driver), the current Market Value plus 20% (twenty percent) in addition to the Market Value, which will be calculated at the date of loss;

d) Vehicles older than 10 (ten years) since date of manufacture or vehicles not contained in the Auto Dealers' Guide or Commercial Vehicle Guide published by Trans Union Auto Information (Pty) Ltd or vehicles without a M&M Valuation Code or any other modified vehicle, the Agreed Value sum insured stated in the schedule at the date of loss;

e) Accessories and/or Extras and/or Spare Parts

i) included in the Agreed Value Sum Insured:

the Agreed Value sum insured will include all accessories and/or extras and/or spare parts attached to the insured vehicle at the time of a loss

ii) specified in the Schedule:

such accessories and/or extras and/or spare parts will be in addition to the Agreed Value as calculated in a) and b) above.

It is a condition of cover that the Agreed Value must be submitted by the Insured and agreed thereto by the Insurer:

a) at the inception of the Policy;

b) when changing the cover from Retail Value or Market Value to Agreed Value during the period of insurance;

c) at each annual anniversary date of the Policy:

Should the Insured not provide the updated Agreed Value, the Insurer will apply the Retail Value or Market Value as applied to the specific vehicle type mentioned above as the default basis of indemnity for the renewed period of insurance. Where such Retail Value or Market Value cannot be determined, the current Agreed Value stated in the Schedule at the anniversary date will become the expiring Agreed Value less 20% (twenty percent). All accessories and/or extras and/or spare parts needs to be specified in the Schedule as they will not form part of the revised Sum Insured, unless the sum insured stated in the Schedule at the time of the loss was sufficient to include the value of the accessories and/or extras and/or spare parts;

d) in the event of the cancellation and subsequent reinstatement of the policy:

The Insurer will require the Insured to submit new Agreed Value to the Insurer prior to applying the new Agreed Value to the reinstated policy. Should the Insured not provide the updated Agreed Value, the sum insured will revert back the Retail Value or Market Value as applied to the specific vehicle type mentioned above as the default basis of indemnity for the reinstated policy. Where such Retail Value or Market Value cannot be determined, the current Agreed Value stated in the Schedule at the anniversary date will become the expiring Agreed Value less 1.5% (one and a half percent) per month from the date of inception of the last anniversary date of the policy. All accessories and/or extras and/or spare parts needs to be specified in the Schedule as they will not form part of the revised Sum Insured, unless the sum insured stated in the Schedule at the time of the loss was sufficient to include the value of the accessories and/or extras and/or spare parts.

The Insurer reserves the right to request a certificate of valuation from the vehicle manufacturer or an approved vehicle appraiser, prior to agreeing to the Agreed Value basis of indemnity on a specific vehicle(s).

4. Audio, video, communication and navigation equipment

The Insurer will indemnify the Insured in respect of loss of or damage to audio, visual, communication and navigation equipment and any other equipment of a similar nature by any accident or misfortune forming a permanent part of the vehicle, as follows:

a) where such equipment is factory fitted by the manufacturer of the Vehicle when new, the replacement value thereof shall be deemed to be included in the value declared for such vehicle up to maximum indemnity limit per Vehicle stated Schedule; and

b) where such equipment is not factory fitted by the manufacturer of the vehicle when new (after-market installation), the replacement value thereof shall be:

i) deemed to be included in the maximum indemnity limit per Vehicle; or

ii) up to the amount noted in the Schedule for such equipment extras in addition to the maximum indemnity limit per Vehicle.

c) The Insurer will also indemnify the Insured in respect of any such equipment which has been removed from the vehicle, provided that:

a) the equipment is designed to be removed or partly removed; and

b) the equipment cannot function without the vehicle,

provided that:

c) where such equipment consists of articles of a pair or set, the Insurer shall be liable for the value of the entire pair or set only if replacement of the individual item in the pair or set is not possible;

d) the motor excesses as set out in the Schedule shall apply.

5. Excess

In respect of each and every occurrence giving rise to a claim (except a claim resulting from fire, lightning or explosion) under this sub-section, the Insured shall be responsible for the excesses stated in the Schedule (according to the type of vehicle) of any expenditure for which provision is made under this sub-section (including any payment in respect of costs, expenses and fees), or any less expenditure which is actually incurred, and of any expenditure by the Insurer in the exercise of any discretion it may have under this insurance.

If the expenditure incurred by the Insurer shall include any excess for which the Insured is responsible, such amount shall be paid by the Insured to the Insurer forthwith.

Excess descriptions

The excess, as referred to under the following excess descriptions apply to all motor claims in respect of the specific cause of loss:

a) Basic

The excess applicable to all sub-section A: Own damage claims.

b) Additional excesses

The following additional excess(es) apply to all sub-section A: own damage claims, (where applicable for a specific type of vehicle and stated accordingly in the Schedule:

i) Accidents between 22h00 and 04h00

The additional excess payable in the event of a claim whilst the vehicle is being driven by any person between the hours of 22h00 and 04h00.

ii) Driver under 25 (twenty-five) or over 75 (seventy-five) years of age

The additional excess payable in the event of a claim whilst the vehicle is being driven by any person under the age of 25 (twenty-five) years and over 75 (seventy-five) years of age.

iii) License less than 2 (two) years

The additional excess payable in the event of a claim whilst the vehicle is being driven by any person licensed for less than 2 (two) years.

iv) Single vehicle accidents/No third-party details supplied For the purpose of this excess:

a. Single vehicle accident

shall mean where the insured vehicle(s) is involved in an accident and there is no other vehicle(s) involved in the collision of the vehicle(s) and/or no other vehicle(s) causing the collision with the insured vehicle(s). The excess stated in the schedule shall not apply to any incidents giving rise to a valid claim in terms of the policy caused by fire, self-ignition, lightning or explosion or by theft or any attempt thereof.

b. No Third-Party Details Supplied

shall mean where the insured vehicle(s) is involved in an accident and a third party is the cause of the collision of the insured vehicle(s), whether a collision of the said vehicle(s) took place or not, and the insured is unable to supply the insurer with the third party details.

c) Theft or hijack (or any attempt thereof)

i) Theft or hijack (or any attempt thereof) of the insured vehicle

The excess payable in respect of theft or hijacking (or any attempt thereof) of the insured vehicles and applies independently and is not additional to any other excesses stated.

Where the vehicle is stolen or hijacked and later recovered prior to the settlement of a valid claim in terms of the policy and is damaged,

the amounts mentioned for the basic excess (where applicable) will be payable with regards to damage to the insured vehicle.

Should the vehicle be recovered after the settlement of a claim, the Insured will be repaid the theft or hijack excess (as applied).

ii) Theft of any parts or accessories or extras permanently fitted to the vehicle

The excess payable in respect theft of any parts or accessories or extras permanently fitted to the vehicle including damage caused to the vehicle in an attempt to remove such parts or accessories or extras. The excess stated in the Schedule under Theft or hijack (or any attempt thereof) is applicable per vehicle involved in the same event or occurrence giving rise to a claim and is not additional to any other excesses stated.

6. Limit of indemnity

The limit of indemnity for each type of vehicle is as stated in the Schedule and shall be the maximum amount payable by the Insurer in respect of such loss or damage, but shall not exceed the reasonable market value of the vehicle (or other basis of indemnity selected being Retail Value or Agreed Value as indicated in the Schedule) and its accessories and spare parts at the time of such loss or damage. The reasonable Market Value or Retail Value of the vehicle and its factory fitted accessories and spare parts at the time of such loss or damage shall be determined by the current Auto Dealers' Guide or Commercial Vehicle Guide published by Trans Union Auto Information (Pty) Ltd.

Where the particular make and model of the vehicle is not provided in the Guide, then the average value decided by 3 (three) independent motor industry sources of our choice will be used as the Market Value or Retail Value (as stated in the Schedule) of the vehicle. The value of the vehicle will be adjusted according to its kilometre reading and condition and accessories and spare parts specified in the Schedule.

Where the particular make and model of the insured vehicle(s) is not reflected in the TransUnion Auto Information Auto Dealers' Guide or Commercial Vehicle Dealers' Guide - for vehicles over 10 (ten) years old, then an average value given for the insured vehicle(s) by 3 (three) independent motor industry sources of the Insurer's choice will be used to determine the Market Value of the insured vehicle(s).

7. Repair, reinstate or replace

a) The Insurer may, at its own option, repair, reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage not exceeding the reasonable Market Value of such vehicle (or other basis of indemnity selected being Retail Value or Agreed Value as indicated in the Schedule) and/or its accessories and/or spare parts at the time of such loss or damage. The amount of any loss or damage shall be limited to the reasonable cost of repair or replacement which may at the Insurer's discretion necessitate the use of second-hand parts or parts obtained from sources other than the agents and/or manufacturers.

b) If the Insurer replaces or reinstates such vehicle, the Insurer shall have the option to take ownership of the vehicle.

c) If the Insurer decides to either repair or replace, the Insurers will not be obliged to do so exactly, but only as circumstances reasonably allow. The Insurer may use any supplier or repairer of the Insurer's choice, if the Insurer repairs or replaces any loss or damage.

8. Suspensive sale

If, to the knowledge of the Insurer, the vehicle is the subject of a suspensive sale or similar agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the Insurer in respect of such loss or damage.

EXCEPTIONS TO SUB-SECTION A

The Insurer shall not be liable to pay for:

1. consequential loss as a result of any other cause whatsoever;
2. depreciation in value whether arising from repairs following a defined event or otherwise;
3. wear and tear;
4. mechanical, electronic or electrical breakdowns, failures or breakages;

5. damage to:

- a) tyres by application of brakes or, by road punctures, cuts or bursts; and
- b) springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;

unless damage to tyres or springs/shock absorbers is accompanied by damage to other related parts of the vehicle;

6. damage to the vehicle resulting directly from the vehicle not being roadworthy as set out in the National Road Traffic Act, 1996 (as amended) or any replacement statute, or of any provincial or local proclamation or statute which is applicable to the insured vehicle.

CLAUSES AND EXTENSIONS (APPLICABLE TO SUB-SECTION A ONLY)

1. Air freight of replacement parts

This insurance covers the cost of air freighting and express delivery for replacement of parts and accessories upon damage to the vehicle as a result of a defined event, provided that such costs do not exceed 50% (fifty percent) of the amount that the repair or replacement costs would have been had such additional cost not been incurred and that the liability of the insurer shall not exceed the limit of indemnity for any one vehicle stated in the Schedule.

2. Baggage/Luggage (if stated as included in the Schedule)

The Insurer will indemnify the Insured for loss of or damage to passenger or own luggage in transit, provided that:

- a) the bus and/or its trailer are Comprehensively insured under this policy;
- b) the luggage shall be the replacement value of the item(s) lost or damaged;
- c) the Insurer's liability per event shall not exceed the amount stated in the Schedule;
- d) the Insured shall be responsible for the excess stated in the Schedule, in respect of any one claim;
- e) this extension does not cover:
 - i) theft from any unattended Vehicle unless the property is contained in a completely closed and secured compartment of the vehicle or locked trailer;
 - ii) vermin, insects, damp, mildew or rust;
 - iii) dishonesty of the employee of the Insured whether acting alone or in collusion with others;
 - iv) mechanical, electrical breakdown, failure, breakage or derangement unless caused by an Incident;
 - v) loss of cash, bank and currency notes;
 - vi) loss of electronic equipment, cellphones and other mobile devices;
 - vii) loss of firearms.

3. Combine corn head and cutting platform (if stated as included in the Schedule)

The Company will indemnify the Insured in terms of sub-section A and B for loss of or damage to combine corn picker heads and cutting platforms/grain tables whilst attached to any insured combine or whilst temporary removed from any insured combine, provided that said corn head and cutting platform is not attached to any uninsured combine.

4. Contents of 4X4 or off-road vehicles (if stated as included in the Schedule)

The Insurer will indemnify the Insured for loss of or damage the contents of the 4X4 or off-road vehicle, while the contents are kept in the vehicle or its side tent, provided that:

- a) the 4X4 or off-road vehicle are Comprehensively insured under this policy;
- b) the contents of the 4X4 or off-road shall be the replacement value of the item(s) lost or damaged;
- c) the Insurer's liability per event shall not exceed the amount stated in the Schedule;

- d) the Insured shall be responsible for the excess stated in the Schedule, in respect of any one claim;
- e) this extension does not cover:
 - i) fixtures and fittings of your 4X4 or off-road vehicle;
 - ii) loss of or damage to tools or goods and samples relating to a business, trade or occupation; and
 - iii) damage to glass, glassware or other breakable articles, due to cracking, scratching or breakage, unless your vehicle was involved in an accident.

5. Contents of caravans (if stated as included in the Schedule)

The Insurer will indemnify the Insured for loss of or damage to the contents of a caravan, while the contents are kept in the caravan or its side tent, provided that:

- a) the caravan is Comprehensively insured under this policy;
- b) the contents shall be the replacement value of the item(s);
- c) the Insurer's liability shall not exceed the amount stated in the Schedule, in respect of any one event;
- d) the Insured shall be responsible for the excess stated in the Schedule, in respect of any one claim; and
- e) this extension does not cover:
 - i) fixtures and fittings of the caravan; and
 - ii) damage to glass, glassware or other breakable articles, due to cracking, scratching or breakage, unless such damage is caused by the caravan being involved in an accident.

6. Contents of spraying equipment (if stated as included in the Schedule)

The Insurer will indemnify the Insured for in the event of loss of or destruction of or damage to the contents of the tank of spray equipment belonging to the insured directly caused by fire, collision and overturning of the conveyance, whilst conveyed on the insured vehicle, provided that:

- a) the policy provides comprehensive cover in respect of the insured vehicle(s);
- b) the Insurer's liability shall not exceed the amount stated in the Schedule, in respect of any one event; and
- c) the Insured shall be responsible for the excess stated in the Schedule in respect of any one event.

7. Contents of trailers (if stated as included in the Schedule)

The Insurer will indemnify the Insured for loss of or damage to the contents of a private type trailer, while the contents are kept in the trailer or its tent, provided that:

- a) the trailer is Comprehensively insured under this policy;
- b) the contents shall be the replacement value of the item(s);
- c) the Insurer's liability shall not exceed the amount stated in the Schedule, in respect of any one event;
- d) the Insured shall be responsible for the excess stated in the Schedule, in respect of any one claim; and
- e) this extension does not cover:
 - i) contents of trailers other than the contents of luggage trailers, camping trailers and general-purpose trailers with a gross vehicles mass (G.V.M.) not exceeding 3,500kg (three thousand five hundred) kilograms; or
 - ii) fixtures and fittings of the trailer; or
 - iii) loss of or damage to tools or goods and samples relating to a business, trade or occupation; or
 - iv) damage to glass, glassware or other breakable articles, due to cracking, scratching or breakage, unless such damage is caused by the trailer being involved in an accident.

8. Credit shortfall (if stated as included in the Schedule)

If any total loss settlement under sub-section A is less than the amount owing to the financier under a current instalment sale or lease

agreement, the Insurer will pay to the Insured an additional amount equal to the shortfall less:

- a) any arrears instalments or rentals including interest payable on such arrears;
- b) all refunds of premium for cancellation of any insurance cover relating to the motor vehicle;
- c) the increased instalments 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; and
- d) the excess under sub-section A;

provided always that:

- a) the credit shortfall amount shall be included in the maximum indemnity per vehicle as stated in the schedule, less the excess under sub-section A. This endorsement shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% (ten percent) from any other instalment; and
- b) if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease, the insurance by this extension shall be void.

9. Damage to tyres: Agricultural tractors, harvesters and agricultural implements (if stated as included in the Schedule)

The cover under this section of the policy is extended to include total loss of and irreparable damage to the tyres of the vehicles mentioned above as a result of damage caused by any unseen or concealed object whilst on the road or other surface, provided that:

- a) the Insured shall at his own expense have all damage and wear and tear assessed by one or more reputable tyre retreaders/suppliers to assess whether or not the tyre can be repaired and to establish the extent of wear and tear at the time of the loss or damage, as wear and tear is not covered in terms of this extension;
- b) the Company's liability is limited to the amount stated in the Schedule;
- c) the Insured shall be responsible for the excess stated in the Schedule in respect of any one event.

10. Electronic equipment used for precision farming: Tractors and combines only (if stated in the Schedule to be included)

The Insurer will indemnify the Insured for loss of or damage to electronic equipment used for precision farming, installed in or on combines and tractors specified in the schedule, provided that:

- a) the policy provides comprehensive cover in respect of the insured vehicle(s); and
- b) such electronic equipment must be specifically specified in the schedule against each comprehensively insured vehicle;
- c) the Insurer's liability shall not exceed the amount stated in the Schedule, in respect of any one event;
- d) the Insured shall be responsible for the excess stated in the Schedule in respect of any one event. Exception to Sub-section A 1. is cancelled and replaced by: consequential loss as a result of any cause whatsoever, depreciation in value whether arising from repairs following a defined event or otherwise, mechanical breakdowns, wear and tear, failures or breakages.

11. Fire extinguishing charges

The Insurer will indemnify the Insured in respect of any costs not exceeding the amount stated in the Schedule relating to the extinguishing or fighting of fire. The costs shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which the Insurer 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.

12. Locks, keys, tags and remote access devices

The Insurer will indemnify the Insured in respect of the cost of replacing locks and keys, including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle, access cards/tags following upon the disappearance of any key or alarm controller of such vehicle or access cards/tags or following upon the Insured having reason to believe that any

unauthorised person may be in possession of a duplicate of such key or alarm controller or access card/tag, provided that:

- a) the Insurer's liability shall not exceed the amount stated in the Schedule in respect of any one event; and
- b) the Insured shall be responsible for the excess stated in the Schedule in respect of any one event.

13. Loss of fuel

The cover provided under sub-section A is extended to include loss of fuel from the fuel tank of the vehicle as a result of:

- a) a collision involving the vehicle; or
- b) theft/hijacking of the vehicle or any attempt thereat accompanied by violence or threat of violence;

provided that:

- a) the policy provides comprehensive cover in respect of the insured vehicle(s);
- b) on the happening of any event which may result in a claim under this extension, the Insured shall provide proof of the quantity of fuel contained in the vehicle's fuel tank at the time of the loss;
- c) the liability of the Insurer under this extension shall not exceed the amount stated in the Schedule, in respect of any one occurrence, for each of the motor vehicle definitions as described in the policy wording;
- d) the Insured shall be responsible for the excess applicable to this extension as stated in the Schedule.

14. Loss of use (if stated as included in the Schedule)

- a) Insured event

The Insurer will pay the daily rate, as stated in the Schedule, for the period the Insured is unable to use the insured vehicle(s) as stated in the policy Schedule, provided always that:

- i) loss or damage is the subject of a valid claim under sub-section A and the Insurer is liable to indemnify the Insured;
- ii) compensation under this section will start after the time excess stated in the Schedule following the date of authorisation of repairs by the Insurer and will continue until the date that the Insured is notified that the vehicle is ready to be collected from the repairer. If the vehicle is written off, compensation will continue until the date that the initial agreement of loss is tendered to the Insured or the maximum period has passed, as stated in the Schedule, whichever is the lesser;
- iii) the Insurer will pay compensation for a maximum of the days stated in the Schedule, unless the vehicle is declared to be a total loss, provided that the Insurer's liability in respect of this section for a single event does not exceed the amount stated in the Schedule;
- iv) should the insured vehicle be declared a total loss, cover will cease on the day that the initial agreement of loss is tendered by the insurer of this section of the policy, provided that the maximum period of compensation for vehicles which are declared to be a total loss is 30 (thirty) days; and
- v) if the vehicle is stolen or hijacked, compensation will commence from the time the Insurer is first notified of the theft or hijack of the insured vehicle. Compensation will cease on the day that the insurer of this section of the policy tenders the initial agreement of loss to the Insured or the maximum period, as stated in the Schedule, whichever is the lesser, or the date on which the vehicle is recovered.

- b) Special exception

The Insurer shall not be liable to pay for loss or damage resulting from mechanical, electrical or electronic breakdown of the insured vehicle.

15. Personal documents (if stated as included in the Schedule)

The Insurer will pay the Insured or the Insured's driver for the cost of replacing lost or damaged:

- a) personal documents including identity documents, passports, visas and vaccination certificates in respect of the value of the materials and the cost of labour to replace such personal documents;
- b) printed road maps or nautical maps, travel guides, permits or certificates which allow any insured vehicle or vessel entry into or exit

from countries or waters in respect of the value of the materials and the cost of labour to replace such personal documents;

- c) cassette tapes and/or compact discs;
- d) USB flash drives;
- e) vehicle electronic equipment chargers;
- f) audio cables.

Provided that:

- a) the insured vehicle is stated in the Schedule in respect of this extension; and
- b) the Insurer's liability is limited to the amount stated in the Schedule for any one claim.

16. Pothole (if stated as included in the Schedule)

- a) Defined events (Excluding motorcycles)

In the event of any of the insured tyres, rims, suspension and/or undercarriage suffering damage from a pothole (as defined), the Insurer will indemnify the Insured against the cost of repairs or replacement limited to the amounts stated in the schedule.

- b) Defined events (motorcycles)
 - i) Basic cover: Tyres and valves

The Insurer will indemnify the Insured against the cost of repair or replacement of a tyre including valves and balancing in the event of accidental damage to a tyre caused by hard braking, cuts, bursts or road inequalities. The Insurer will compensate the Insured for the cost of repair or replacement of a tyre including valves and balancing according to the terms and conditions of this section of the policy as stated below.

- ii) Extended cover: Rims, tyre safety devices and suspension

The Insurer will indemnify the Insured against the cost of repair or replacement of a rim, mag, tyre safety device and/or suspension in the event of accidental damage to a rim and/or suspension caused from a pothole (as defined). The Insurer will indemnify the insured against the cost of repairs or replacement limited to the amounts stated in this section of the policy wording.

- c) Definitions applicable to this extension

- i) Costs of repair

means the usual and reasonable charges for components and/or labour to repair the Insured's tyres, rims, suspension and/or undercarriage as defined.

- ii) Insured tyres and valves

means any:

- a. single tyre and rim fitted to the eligible insured vehicle; or
- b. 2 (two) tyres including valves and balancing fitted to the motorcycle.

- iii) Limit of indemnity

means the maximum compensation the Insurer will pay, subject to the limits/sums insured/benefits stated in the Schedule.

- iv) Pothole

means a depression, hollow, hole, pit, ditch, cavity, trench, crack, break or tear in a road surface caused by wear or subsidence in the road surface. Cover includes exposed manhole covers. Cover excludes speed humps/speed bumps.

- v) Rims

means the wheel and the outer edge of a wheel onto which the inside edge of the tyre is mounted.

- vi) Road

means an open generally public way, long, narrow stretch with a smoothed, paved or tarred surface, made for the passage of vehicles, people, and animals, between two or more points, street or highway.

- vii) Road surface

means the asphalt, concrete or tarred surface of a road as defined only.

viii) Suspension

means the any component of the mechanical suspension system comprising of springs or shock absorbers connecting the wheels and axles to the chassis of a wheeled vehicle. This system includes other devices that insulate the chassis of a vehicle from shocks transmitted through the wheels.

ix) Tyre safety device

means any mechanical or electronic device designed to provide information and/or protection in connection with the tyres of a vehicle.

x) Undercarriage

shall mean damage to underside parts of the eligible insured vehicle. Cover includes damage to the engine, exhaust system and other parts forming part of the underneath of such vehicle.

d) Specific exceptions applicable to this extension

This policy does not cover loss of or damage related to or caused by:

- i) tyres, where the tyre tread depth is below the legal limit allowed for in the regulations under the Road Traffic Act;
 - ii) any loss or damage not arising from pothole damage as defined;
 - iii) any consequential losses incurred as a result of the damage to the insured tyres, rims, suspension and undercarriage;
 - iv) the cost of repair or replacement if recoverable under any other insurance or warranty;
 - v) any loss or damage incurred outside the Republic of South Africa.
- e) Limits of indemnity
- i) Vehicles (excluding motorcycles)

a. Tyres

A maximum amount as stated in the Schedule per tyre with a maximum of 2 (two) tyres per any one incident. The Insurer's liability will be subject to the following scale of benefits as applicable:

Table of compensation	
Remaining tread at the time of assessment	Claims against the original purchase price
8 (eight) out of 8 mm (eight millimetres)	87,50% (eighty-seven point five percent)
5 (five) out of 8 mm (eight millimetres)	50,00% (fifty percent)
1 (one) out of 8 mm (eight millimetres)	0,00% (zero percent)
12 (twelve) out of 12 mm (twelve millimetres)	91,60% (ninety-one point sixty percent)
10 (ten) out of 12 mm (twelve millimetres)	75,00% (seventy-five percent)
1 (one) out of 12 mm (twelve millimetres)	0,00% (zero percent)
9 (nine) out of 9 mm (nine millimetres)	88,80% (eighty-eight point eight percent)
7 (seven) out of 9 mm (nine millimetres)	66,60% (sixty-six point six percent)
1 (one) out of 9 mm (nine millimetres)	0,00% (zero percent)
11 (eleven) out of 11 mm (eleven millimetres)	90,90% (ninety point nine percent)
6 (six) out of 11 mm (eleven millimetres)	45,50% (forty-five point five percent)
1 (one) out of 11 mm (eleven millimetres)	0,00% (zero percent)

b. Rims

The cost to repair the rims is limited to the amount stated in the Schedule per rim with a maximum of 2 (two) rims per any one incident. The Insured is responsible for the excess stated in the Schedule.

c. Suspension and/or undercarriage

The cost to repair the suspension and/or undercarriage of the insured vehicle is limited to the amount stated in the Schedule per any one incident. The Insured is responsible for the excess stated in the Schedule.

ii) Vehicles (motorcycles)

a. Tyres and valves

The Insurer will indemnify the Insured for amounts due to an event which happens or arises in connection with the use of the insured vehicle as per the original amount on the invoice related to the purchase of tyres covered, less any wear and tear on the tyre at the time of the event of an occurrence that may result in a claim. Should a brand-new tyre be damaged within the first 30 (thirty) days or 500km (five hundred kilometres) of purchase, the Insured will receive 100% (one hundred percent) of the value of the damaged tyre. This will be credited towards the purchase of a new tyre from any insurer approved tyre centre or mobile unit franchisee. The Insurer will limit each and every claim to a maximum indemnity as stated in the Schedule per tyre less any wear and tear/run off tread. The Insurer's maximum liability per any one claim/incident is limited to the amount stated in the Schedule in total. Cover provided under this policy include(s) run flat tyre(s). Indemnity is based on the percentage of unused tread left on the tyre subject to the following table:

Table of compensation	
Tread limit	Percentage of Liability
2mm (two millimeters)	35% (thirty-five percent)
3mm (three millimeters)	50% (fifty percent)
4mm (four millimeters)	65% (sixty-five percent)
5mm (five millimeters)	75% (seventy-five percent)
6mm (six millimeters)	85% (eighty-five percent)
7mm (seven millimeters)	100% (one hundred percent)

b. Rims, tyre safety devices and suspension

The cost to repair the rims and/or suspension of the insured vehicle is limited the amount stated in the Schedule per any 1 (one) incident. The Insured is responsible for the excess stated in the Schedule.

17. Replacement of golf carts

It is hereby declared and agreed that all golf carts insured under this section of this policy are covered for full replacement value as stated in the Schedule, provided that the maximum amount payable by the Insurer will be the current replacement cost of a new golf cart of the same or a similar model or the limit of indemnity stated in the Schedule, whichever is the lesser.

18. Replacement of new vehicle

(Applicable to Vehicle Definitions 22. a) i); 22. a) ii) and 22. c) i)).

If within 12 (twelve) months of first registration, the vehicle (as defined under Vehicle Definitions 22. a) i); 22. b) ii) and 22. c) i)) has travelled less than the distance stated in the schedule and is:

- a) stolen or hijacked and not recovered and physically returned to the Insurer; or
- b) damaged and the assessed cost of repairs exceed 70% (seventy percent) of the current new retail price including value added tax (VAT);

the maximum amount payable by the Insurer will be the current purchase price of a new vehicle of the same or a similar model or the limit of indemnity stated in the Schedule, whichever is the lesser.

If a private type motor car is replaced as set out above, the Insurer shall become entitled to possession and ownership of the stolen, hijacked or damaged vehicle.

19. Replacement of undamaged rims, tyres, springs or shock absorbers

It is hereby declared and agreed that where the Insurer is liable to indemnify the Insured in respect of damaged or stolen rims, tyres, springs or shock absorbers, the Insurer will in addition indemnify the Insured for the replacement of the remaining rims, tyres, springs or shock absorbers, provided that:

- a) this extension will apply only if such additional replacement is required by the vehicle manufacturer or where the vehicle

manufacturer confirms in writing that non-replacement will adversely influence the vehicle warranty;

b) the Insurer shall be entitled to possession and ownership of the rims, tyres, springs or shock absorbers which were undamaged or not stolen;

c) fair wear and tear will be deducted for the tread already used on the remaining tyres or the wear and tear on springs or shock absorbers; and

d) where the excess is stated as a percentage of the claim such excess will be calculated on the total amount of the claim including the cost of the replacement of the rims, tyres, springs or shock absorbers which were undamaged or not stolen.

20. Riot and strike: excluding loss or damage occurring in the Republic of South Africa and Namibia (if stated as included in the Schedule of each section)

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

a) civil commotion, labour disturbances, riot, strike or lockout;

b) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (a) above;

provided that this extension does not cover:

a) loss or damage occurring in the Republic of South Africa or 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 6. 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 the Insurer 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 shall rest on the Insured.

The liability of the Insurer in respect of any one claim shall not exceed the amount stated in the Schedule to each section for this extension.

21. Special alterations

In addition to any amount payable, the Insurer will contribute towards the purchase of a wheelchair and/or alterations to the Insured's private motor vehicle to facilitate the use of such a wheelchair should the partner or director or employee of the Insured become permanently and totally disabled as a direct result of a motor accident, and as a result of the disability, such partner or director or employee of the Insured becomes permanently dependent on a wheelchair for mobility, provided that the maximum amount payable by the Insurer shall be the amount stated in the Schedule, in respect of any one event.

22. Tracking requirements (if stated in the Schedule to be a requirement)

Subject to this clause being applicable as stated in the Schedule, the Insurer shall not be liable under sub-section A of this section to pay for loss of or damage to the insured vehicle or any part thereof as a result of theft, hijacking or any attempt thereat (irrespective of the manner in which the theft/hijacking took place) unless:

a) the Insured can prove that prior to the happening of such theft or hijacking (or attempt thereat) the vehicle was fitted with an approved tracking and recovery system;

b) the Insured can prove that the system was fully operational at the time of any theft or hijacking or any attempt thereat;

c) the Insured can prove that a legal contract existed between the Insured and the supplier of the vehicle tracking and recovery system and any monthly subscription fees have been paid in full at the time of any theft or hijacking or any attempt thereat;

d) the vehicle tracking system is monitored, on a 24 (twenty-four) hour basis, by a manned control room operated by employees of the supplier of the vehicle tracking and recovery system; and

e) the contract which exists between the Insured and the supplier of the vehicle tracking and recovery system requires the suppliers, in the event of the tracking system being activated, immediately to notify the Insured of the activation and proceed with steps to recover the vehicle.

23. Trailer link combination (if stated as included in the Schedule)

In the event of total Loss of or damage to a trailer specified in the schedule and operating as a trailer combination at the time of such loss or damage, the insured may elect to treat the whole trailer combination as a total loss, provided that each of the trailers operating as a trailer combination are specified in the schedule and, provided further that this extension is included on each trailer forming part of such trailer combination. The excesses as stated in the schedule in respect of each trailer shall remain applicable.

24. Unspecified agricultural implements (if stated in the schedule to be included)

The provisions of this section relating to excess shall not apply to any payment for damage to window and sunroof glass and headlamp, fog light and taillight units including any safety or protection film applied thereto forming part of any vehicle, provided that:

a) the policy provides comprehensive cover in respect of the insured vehicle(s);

b) the Insurer's liability shall not exceed the amount stated in the Schedule, in respect of any one event; and

c) the Insured shall be responsible for the excess stated in the Schedule in respect of any one event.

25. Vehicle canopies

The insurance under sub-section A includes damage to any canopy insured as an accessory to any insured commercial vehicle with a gross vehicle mass not exceeding 3,500kg (three thousand five hundred) kilograms, whilst temporarily removed and stored inside a building on any premises provided that in respect of damage as a result of theft or any attempt thereat, the Insurer shall only be liable where such theft or attempt thereat is accompanied by forcible and violent entry into or exit from the building where the canopy is stored.

26. Vehicle glass (if stated as included in the Schedule)

The Insurer will indemnify the Insured for the cost of repair or replacement of vehicle glass, being:

a) windscreens, window glass and sunroof glass;

b) external mirrors, headlights, taillights, fog lights and fitted spotlights;

c) safety or protection film or digitally printed one way vision material applied thereto,

forming part of any insured vehicle as a result of damage where there is no other damage caused to the vehicle giving rise to a claim under this section.

The Insured is responsible for the vehicle glass excess stated in the Schedule, where the vehicle glass is replaced with an O.E.M. (Original Equipment Manufacturer) item including safety or protection film or digitally printed one way vision material, where such film or material was fitted to the original item.

No vehicle glass excess will be payable by the Insured, where:

a) the Insurer repairs the vehicle glass;

b) the vehicle glass is not replaced with an O.E.M. (Original Equipment Manufacturer) item, however, in the event that safety or protection film or digitally printed one way vision material is fitted to the replacement item, the vehicle glass excess shall apply to the cost of the replacement and fitment of such film or material.

27. Vehicle hire (if stated as included in the Schedule)

The Insurer will indemnify the Insured with a rental vehicle similar but not inferior to the Vehicle available under the group stated in the schedule if the Insured Vehicle is:

a) unusable or whilst being repaired; or

- b) written off; or
- c) stolen or hijacked and not recovered, provided that:
 - a) a claim has been registered with the Insurer and the loss or damage to the Insured Vehicle is covered in terms of the policy;
 - b) the address where the rental vehicle will be delivered is within the borders of the Republic of South Africa only;
 - c) the rental vehicle will be provided to the Insured until such time as:
 - i) the Insured Vehicle has been satisfactorily repaired and is ready for collection where repairs were authorised by the Insurer; or
 - ii) the Insured Vehicle has been replaced by the Insurer; or
 - iii) the claim has been settled by a cash payment; or
 - iv) the Insured Vehicle has been recovered undamaged following theft or hijack and returned to the Insured; or
 - v) the Insured Vehicle has been recovered following theft or hijack with damage once repairs to the damaged vehicle have been completed;
 - d) notwithstanding proviso iv) above, the rental vehicle will not be supplied for a period exceeding the maximum number of days stated in the Schedule;
 - e) loss or damage falling within the applicable Excess is not covered in terms of this extension;
 - f) the Insured is responsible for a security deposit payable to the service provider when receiving the rental vehicle;
 - g) the Insurer shall be liable for the cost of delivery and pick up of the rental vehicle to and from the Insured.

Should the Insured be supplied with a rental vehicle outside the Republic of South Africa, but within the territorial limits of the policy, the Insured may rent a vehicle from a recognised rental company for his own account. Upon submission of an invoice the Insurer will reimburse the Insured for the rental costs provided that the rental cost per day shall not exceed the amount that the Insurer would have paid to provide the rental vehicle in the Republic of South Africa when using its own service providers.

28. Winching equipment (if stated as included in the Schedule)

The Insurer will indemnify the Insured for the reasonable costs for sudden and unforeseen mechanical and/or electrical breakdown, failure, or breakage of the winching equipment of the vehicle, provided that:

- a) the vehicles is Comprehensively insured under this policy;
- b) the winching equipment shall be the replacement value of such equipment;
- c) the Insurer's liability shall not exceed the amount stated in the Schedule, in respect of any one event;
- d) the Insured shall be responsible for the excess stated in the Schedule, in respect of any one claim; and
- e) this extension does not cover breakdown and failure or breakage:
 - i) associated with defective design, defective parts, defective repair;
 - ii) associated with the operation of the winching equipment beyond the stipulated levels recommended by the manufacturer or supplier; and
 - iii) as result of wear, tear or gradual deterioration of the equipment's consumable parts or components, or cable or coupling devices.

SUB-SECTION B: LIABILITY TO THIRD PARTIES

DEFINED EVENTS

Any accident caused by or through or in connection with any vehicle described in the Schedule or in connection with the loading and/or unloading of such vehicle in respect of which the Insured and/or any passenger becomes legally liable to pay all sums including claimants' costs and expenses in respect of:

1. death of or bodily injury to any person, but excluding death of or bodily injury to any person in the employ of the Insured arising from

and in the course of such employment or being a member of the same household as the Insured; or

2. 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 being conveyed by, loaded onto or unloaded from such vehicle.

LIMITS OF INDEMNITY

The Insurer will also, in terms of and subject to the limitations of and for the purposes of this sub-section,

1. pay all costs and expenses incurred with their written consent, and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this sub-section, or for defending in any court of law any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this sub-section, provided that the total of the Insurer's liability under sub-section B shall not exceed the limit of indemnity stated to apply to sub-section B;
2. indemnify any person who is driving or using such vehicle on the Insured's order or with the Insured's permission, provided that:
 - a) such person shall, as though they were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of this insurance in so far as they can apply;
 - b) such person driving such vehicle has not been refused any motor insurance or continuance thereof by any Insurer;
 - c) indemnity shall not apply in respect of claims made by any member of the same household as such person; and
 - d) such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder;

3. indemnify the Insured while personally driving or using any private type motor car or commercial vehicle with a gross vehicle mass not exceeding 3,500kg (three thousand five hundred) kilograms not belonging to them and not leased or hired to them under a lease or suspensive sale agreement, provided the Insured is an individual and has insured hereunder a vehicle described in sub-section A or B of the definition of "Vehicle" under Definitions below and, provided that the Insurer shall not be liable for damage to the vehicle being driven or used; and

4. indemnify the Insured in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer), provided that the Insurer shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

APPLICATION OF INDEMNITY LIMITS

Where a combination of vehicles is involved in any one occurrence which results in a claim under this sub-section, the limit of indemnity shall not exceed the sum insured applicable to the self-propelled vehicle only regardless of the sum insured in respect of each insured trailer or other vehicle forming part of a combination of vehicles. Consequently, the sum insured that applies to any insured trailer or any other vehicle which forms part of the combination of vehicles at the time of the occurrence does not accumulate with the limit of indemnity stated to apply to the insured self-propelled vehicle.

EXCEPTIONS TO SUB-SECTION B

The Insurer shall not be liable under this sub-section in respect of:

1. any compensation or claim which falls within the scope of any compulsory motor vehicle insurance enactment. This exception shall apply notwithstanding that no other insurance under such enactment is in force or has been effected and regardless of whether the applicable legislative fund is unable to or incapable of providing compensation;
2. death of or injury to any person being carried in or upon or entering or getting into or onto or alighting from a vehicle described under vehicle definition 22. a) ii) and iii), 22. b), 22. c), 22. d) or 22. e) of the definition of "Vehicle" below at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting into or onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 3,500kg (three thousand five hundred) kilograms;

3. liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant. This exclusion shall not apply to forklift trucks;

4. any liability for:

a) personal injury or bodily injury or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the discharge dispersal release or escape of pollutants which is or was conveyed by or carried in or on a vehicle insured under this section of the policy;

b) the costs and expenses incurred for removing nullifying or cleaning up pollutants and/or remedial procedures to remove or repair the effects of spillage or leakage (irrespective whether such spillage or leakage is the result of a motor accident or not) of any substance carried in or on or by the insured vehicle; or

c) fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants;

5. liability arising out of the carriage of Dangerous Goods in terms of chapter 8 of the National Road Traffic Act, 1996 and the National Road Traffic Regulations, 2000, unless stated in the Schedule; or

6. any compulsory liability insurance cover or indemnity purchased by the Insured when entering a country as stipulated in the territorial limits outside the borders of the Republic of South Africa.

EXCESS APPLICABLE TO SUB-SECTION B

It is hereby declared and agreed that if the Insured is responsible for an excess stated in the Schedule for the specific insured vehicle, the Insured is required to pay such excess to the Insurer immediately upon the request for each and every loss under this sub-section.

CLAUSES AND EXTENSIONS (APPLICABLE TO SUB-SECTION B ONLY)

1. Clean-up costs: leakage from vehicle (if stated as included in the Schedule)

Notwithstanding anything to the contrary contained in this section, the indemnity under sub-section B extends to indemnify the reasonable costs and expenses the Insured is legally liable to pay to deactivate, remove, neutralize or nullify the effects of:

a) fuel leakage from the insured vehicle's own fuel tank (which is used to propel the vehicle);

b) oil leakage from the insured vehicle;

c) hydraulic fluid leakage from the insured vehicle;

arising as a direct consequence of damage to the insured vehicle, as covered by this section, provided that the Insurer shall not be liable for:

a) the clearing up and removal of any load of liquid substances and/or contaminants in transit by the insured vehicle;

b) the Insurer's liability per event shall not exceed the amount stated in the Schedule;

c) the Insured shall be responsible for the excess stated in the Schedule, in respect of any one claim.

In addition to the above the Insurer will contribute a maximum combined amount of R5,000 (five thousand Rand) in the event of such claim towards replacement of the fuel, oil and/or hydraulic fluid leaked in the incident.

2. Contingent liability (if stated as included in the Schedule)

The indemnity under sub-section B includes claims made against:

a) the Insured in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not the property of or provided by the Insured, while being used by any partner or director or employee of the Insured (hereinafter in this extension referred to as "such person"); and

b) any such person in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not belonging to them or to the Insured or leased or

hired by either of them, but only in so far as such person has not been refused any motor insurance or continuance thereof by any Insurer, provided that:

i) clause (b) of the exceptions to sub-section B is deleted;

ii) the Insurer shall not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in (a) and (b) above;

iii) the payment by the Insured of subsidies or travelling allowances to such person for the use of their own vehicle for official purposes of the Insured, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this extension;

iv) if, at the time of the occurrence of any accident giving rise to a claim under this extension, the Insured or such person is entitled to indemnity under any other policy in respect of the same occurrence, the Insurer shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy; and

v) the terms, exceptions and conditions of the policy shall otherwise apply.

3. Fire and explosion (if stated as included in the Schedule)

The indemnity under sub-section B includes claims made against the Insured in respect of any occurrence directly due to or in consequence of fire or explosion.

The amount payable under this section for any one event or series of events with one original cause or source or during any one (annual) period of insurance shall not exceed in the aggregate limit of indemnity for this extension as stated in the Schedule.

4. Liability arising out of the carriage of Dangerous Goods (if stated as included in the Schedule)

Notwithstanding anything to the contrary contained in this section, the indemnity under sub-section B extends to indemnify the Insured for:

a) liability in respect of injury, financial loss, or loss of, damage to, or loss of use of property, arising out of the discharge of Dangerous Goods;

b) the reasonable costs and expenses the Insured is legally liable to pay to deactivate, remove, neutralize or nullify the discharged Dangerous Goods.

Provided that:

a) the discharge of Dangerous Goods occurs as a direct consequence of damage to the insured vehicle (as covered by this section) transporting the Dangerous Goods;

b) the damage to the insured vehicle (as covered by this section) transporting the goods is caused by a sudden, identifiable and unexpected happening which takes place in its entirety at a specific time and place;

c) the liability is not indemnified in more than one annual period of insurance;

d) the Insurer's liability per event shall not exceed the amount stated in the Schedule;

e) the Insured shall be responsible for the excess stated in the Schedule, in respect of any one claim.

5. Non-contribution

Notwithstanding general condition 2 and paragraph 2 (iii) of sub-section B defined events, the insurer agrees that in the event of any person who is driving or using any vehicle described in the Schedule on the Insured's order or with the Insured's permission being entitled to indemnity in terms of sub-section B and insurance is issued in their own name, such insurance will not be called into contribution unless the Insured so requests.

6. Parking facilities and movement of third party vehicles (if stated as included in the Schedule)

This section extends to indemnify the Insured in respect of accidents caused by or through or in connection with the moving of any vehicle (not owned or borrowed by or hired or leased to the Insured) by any person in the employ of the Insured or acting on the Insured's behalf,

provided always that such vehicle was being moved:

- a) with the authority of any tenant, customer or visitor of the Insured; or
- b) in connection with the Insured's parking arrangements; or
- c) to facilitate the carrying out of the Insured's business;

and provided further that:

- a) this extension shall not apply in respect of damage to vehicles which are parked for reward; and
- b) the Insurer's liability per event shall not exceed the amount stated in the Schedule.

For the purpose of this extension, such vehicle (and its contents) shall not be deemed to be held in trust by, or in the custody or control of, the Insured.

7. Passenger liability (if stated as included in the Schedule)

Specific Exception (b) to sub-section B shall not apply to vehicles described under (b), other than special types, or in Vehicle definitions 22. b), 22. c), 22. d) or 22. e) of the definition of Vehicle, provided that cover is limited to any person while being carried in or entering into or alighting from the driver's cabin of such insured vehicle at the time of the happening of the occurrence out of which any claim arises. The limit of indemnity for any one occurrence shall not exceed the amount stated in the Schedule.

8. Passenger liability: Employees (if stated as included in the Schedule)

The Insurer shall indemnify the insured in respect of sub-section B for the death of or bodily injury to an employee being carried in or upon or entering or getting onto or alighting from any vehicle insured in terms of this section and described in Vehicle definitions 22. b) and 22. e) but excluding non-motorised caravans and pick-a-back caravans as defined in definition 22. e), provided that:

- a) the occurrence took place outside the context of employment;
- b) all sides of the loading area of the vehicle are fitted with railings;

Provided that the limit of indemnity for any one occurrence shall not exceed the amount stated in the Schedule.

9. Passenger liability: fare paying passengers (if stated as included in the Schedule)

- a) Defined events

i) In the event of an accident occurring during the period of insurance wrongfully caused by the driving of a vehicle against the Insured's legal liability to pay damages and claimants' costs in connection therewith in respect of:

a. injury suffered by a passenger to the extent that legislation enacted for the purposes of providing compensation for loss or damage wrongfully caused by the driving of a motor vehicle to a passenger is not in force or has not been effected or that compensation is not paid for any reason whatsoever; or

b. secondary emotional shock by a person other than an injured party on the witnessing or observing or being informed of the injury of another passenger;

ii) For the purpose of determining the indemnity granted:

- a. Injury

is as contemplated by the Road Accident Fund Act, 2006 (including any amendments thereto);

- b. Vehicle

means any motor vehicle owned, hired, leased or used by the Insured;

- c. Passenger

means any person carried in or upon or entering or getting onto or into or alighting from the vehicle but excludes injury to any person in the employ of the Insured arising from and in the course of such employment or being a member of the same household as the Insured.

- b) Indemnity to others

The indemnity granted shall extend at the Insured's option and subject to the Insurer's consent which consent shall not be unreasonably

withheld to any person who is driving or using a vehicle on the Insured's order or with the Insured's permission.

provided that:

i) such person shall, as though they were the Insured, observe, fulfill and be subject to the terms, exceptions and conditions of this policy in so far as they can apply;

ii) such person driving such vehicle has not been refused any motor insurance or continuance thereof by any Insurer;

iii) indemnity shall not apply in respect of claims made by any member of the same household as such person; and

iv) such person is not entitled to indemnity under any other policy.

- c) Definitions

- i) Costs and expenses

shall mean those costs and expenses incurred with the prior consent of the Insurer (which consent shall not be unreasonably withheld):

a. in the defence or settlement of any claim under this policy;

b. in the representation at any inquest, accident inquiry in respect of injury which may form the subject of indemnity by this policy and/or defending any proceedings in a court of summary jurisdiction in respect of matters which may form the subject of indemnity by this policy; and

c. by the Insured for such emergency medical treatment as may appear necessary in respect of injury which may form the subject of indemnity by this policy.

- ii) North America

Shall mean the United States of America (being the fifty states of the Union plus the District of Columbia), Canada and any territory operating under the laws of or subject to the jurisdiction of courts of the afore-mentioned territories.

- iii) Limits of indemnity

The Insurer's total liability to pay damages and claimants' costs in connection therewith and costs and expenses shall not exceed the limit of indemnity stated in the Schedule, in respect of any one accident or series of accidents arising from one cause in connection with any one vehicle.

- iv) Exclusions

This Policy does not cover liability:

- a. for any compensation for injury which:

i. is the subject of legislation enacted for the purpose of providing compensation for loss or damage wrongfully caused by the driving of a motor vehicle; or

b. is the subject of legislation controlling the use of motor vehicles or trailers and in respect of which liability:

i. the Insured is compelled to effect insurance or otherwise furnish security; or

ii. the State or other governmental authority has accepted responsibility; or

iii. is suffered by any person not carried in or upon or entering, getting onto or into or alighting from the vehicle;

c. for any claim arising out of any judgement, award or settlement made within North America or any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part;

d. arising out of any circumstances compulsorily insurable by legislation governing the use of any vehicle;

e. for claims if the number of persons carried exceeds the vehicles licensed carrying capacity; or

f. whilst the insured vehicle is being used in a condition which does not comply with the provisions and regulations of the National Road Traffic Act, 1996, the National Road Traffic Regulations, 2000 and/or any other applicable or subsequent legislation and/or regulations providing for the use of motor vehicles on a public roadway in South Africa or any similar legislation which applies to the countries specified as the territorial limits.

10. Passenger liability: Including open vehicles (if stated as included in the Schedule)

Exception (b) to sub-section B shall not apply to vehicles defined under 22. b), 22. c), 22. d) or 22. e) of the definition of Vehicle, provided that the passengers are being carried in, entering into or alighting from:

- a) the driver's cabin of such insured vehicle;
- b) a permanently enclosed passenger carrying compartment of such insured vehicle;
- c) including getting onto any other vehicle modified to safely carry passengers,

Provided that the limit of indemnity for any one occurrence shall not exceed the amount stated in the Schedule.

11. Principals

Notwithstanding Specific Exception 2 of this section, the indemnity under sub-section B extends to indemnify, to the extent required by the conditions of any contract of the Building Industries Federation of South Africa, and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by the Insured for the purposes of the business, provided that the liability of the Insurer shall not exceed the limit of indemnity stated in the Schedule.

12. Spillage clean-up costs (if stated as included in the Schedule)

Notwithstanding anything to the contrary contained in this section, the indemnity under sub-section B extends to indemnify the reasonable costs and expenses the Insured is legally liable to pay to deactivate, remove, neutralize or nullify the effects of spillage and leakage of any substance transported by the insured vehicle (not forming part of the Clean-up costs: Leakage from vehicle extension).

provided that:

- a) this extension shall not be applicable in the event that cover for the same event whether incorporated in this policy or any other policy is in force at the time of liability giving rise to a claim under this extension;
- b) this extension does not provide cover for any liability or costs and expenses associated with the discharge of Dangerous Goods;
- c) this extension does not provide cover for any damage to the environment in respect of which the Insured may be held legally liable in terms of the National Environmental Management Act 107 of 1998 (N.E.M.A), as amended from time to time or any other similar legislation;
- d) the Insurer's liability per event shall not exceed the amount stated in the Schedule;
- e) the Insured shall be responsible for the excess stated in the Schedule, in respect of any one claim.

13. Spillage clean-up costs: Riot and strike (if stated as included in the Schedule)

This section extends to indemnify the Insured in respect of reasonable clean-up costs and expenses for which the insured is legally liable to pay in respect of environmental impairment caused by a release of environmental contaminates directly related to or caused by:

- a) any Riot, Strike or any act or activity which is calculated or directed to bring about a Riot, Strike or Civil Commotion;
- b) any attempt to perform any act referred to in a) above;
- c) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause a) or b) above;

provided that this extension does not cover:

- a) claims occurring outside of South Africa.
- b) Public Disorder.
- c) the Insurer's liability per event shall not exceed the amount stated in the Schedule;
- d) the Insured shall be responsible for the excess stated in the Schedule, in respect of any one claim.

For the purpose of this extension the following terms shall be defined as:

- a) Civil Commotion

shall mean an outbreak of lawlessness of a fairly considerable scale amongst the citizens of a state which is something between a Riot and total insurrection and is deemed to include labour disturbances or Lockouts.

- b) Lockouts

shall mean a situation when an employer refuses to allow workers into their place of work until they agree to various conditions.

- c) Public Disorder

shall mean an outbreak of lawlessness of a fairly considerable scale amongst citizens of a state, and is something of a greater degree than riot and of a lesser degree than anarchy.

- d) Public Unrest

shall mean a gathering of three or more people, in reaction to an event, with the intention of causing a public disturbance in violation of the law.

- e) Ransom

shall mean a sum of money demanded or paid for the release of someone or something from captivity.

- f) Riot

shall mean a violent disturbance of the peace involving three or more persons which includes protests in furtherance of a political aim, objective or cause.

- g) Strike

shall mean a period of time when an organized group of employees of a company stops working because of a disagreement over pay or working conditions.

14. Tool of trade liability (if stated as included in the Schedule)

It is hereby declared and agreed that exception (c) to sub-section B is cancelled and replaced by the following:

This section extends to indemnify the insured for sums for which the Insured shall become legally liable to pay following upon the use of any tool of trade or any accessory attached to any vehicle for the purpose of loading or unloading such vehicle or plant forming part of such vehicle, provided that the Insurer shall not be liable in respect of any liability as may be insured or insurable in terms of any motor vehicle policy or compulsory third party insurance legislation notwithstanding that no such insurance is in force or has been effected, nor shall the Insurer be liable where any other form of motor insurance has been effected by the Insured covering the same liability;

and further provided that:

- a) such tool of trade is not in itself a powered road vehicle;
- b) such tool of trade is operated or utilised by an employee of the Insured only;
- c) the Insurer's liability per event shall not exceed the amount stated in the Schedule;
- d) the Insured shall be responsible for the excess stated in the Schedule, in respect of any one claim.

15. Unauthorised passenger liability (if stated as included in the Schedule)

The indemnity under sub-section B, notwithstanding exception (b) thereto, extends to cover the Insured's legal liability for death of or bodily injury to persons while being carried in or upon or entering or getting into or onto or alighting from any vehicle in contravention of the Insured's instructions to their driver not to carry passengers. The limit of indemnity for any one occurrence shall not exceed the amount stated in the Schedule.

SUB-SECTION C: INSURED VEHICLE OCCUPANTS

DEFINED EVENTS

The Insurer shall pay the additional costs set out in the following extensions, caused by or through or in connection with an event defined under this section of the policy, for any vehicle described in the Schedule.

1. Clothing and personal effects of drivers and co-drivers

The Insurer will pay up to the amount stated in the Schedule in respect of any open claim for loss or damage to drivers and co-drivers clothing and personal effects (excluding money and negotiable instruments) belonging to drivers and co-drivers in the permanent employ of the Insured, as a result of the following:

- a) the insured vehicle:
 - i) being involved in a collision;
 - ii) being damaged by fire, explosion and self-ignition;
 - iii) overturning; or
 - iv) being stolen or hijacked or attempted hijack; and
- b) theft accompanied by forcible and violent entry into or exit from the insured vehicle and/or storage compartments or any attempt thereof or as a result of theft (or any attempt thereof) following violence or threat of violence;

provided that:

- a) the policy provides comprehensive cover in respect of the insured vehicle(s) containing the personal effects;
- b) cover is only provided for the drivers and co-drivers for vehicles covered under the following motor sections only:
 - i) Motor: commercial > 3,500kg Kg;
 - ii) Motor: special types; and
 - iii) Motor: busses;
- c) such clothing and personal effects:
 - i) are contained in the insured vehicle at the time of the loss or damage; and
 - ii) are not otherwise insured;
- d) cover is provided only in respect of:

clothing, spectacles, contact lenses, hearing aids, pens, pencils, cosmetics and their cases, cigarette cases and lighters, jewels and jewellery, personal ornaments, watches, furs, articles of gold or silver and other articles similar to the aforementioned that are usually carried by or on a person, electric and other razors, umbrellas, handbags, cases, portable photographic equipment and other electronic devices, portable radios and portable tape decks or compact disc players, binoculars, firearms, sports equipment as well as trunks, suitcases and other containers in which the property is kept whilst travelling, toiletries, cooking equipment and utensils, electronic tablets, laptops and cellular telephones; and

- e) the driver can prove ownership in respect of such:

portable photographic equipment and other electronic devices, portable radios and portable tape decks or compact disc players, binoculars, firearms, electronic tablets, laptops and cellular telephones.

- f) the Insurer's liability per person shall not exceed the amount stated in the Schedule; and
- g) the Insurer's liability per event shall not exceed the amount stated in the Schedule.

2. Death benefit for drivers and co-drivers

If a claim is admitted under sub-section A, where such loss or damage results in the death of the driver and/or co-driver of any vehicle described in the Schedule and as defined under Definition of Vehicle A, B and D, the Insurer will pay a benefit limited to the amount stated in the Schedule in respect of any one claim or series of claims from one event, directly to the driver's and/or co-driver's estate, provided that:

- a) the Insurer's liability per person shall not exceed the amount stated in the Schedule; and
- b) the Insurer's liability per event shall not exceed the amount stated in the Schedule.

3. Driver Salary Benefit

The cover provided under sub-section A of the motor section is extended to compensate the insured towards the drivers monthly salary where the insured vehicle is unable to be used whilst being repaired due to damage being covered under the policy and in the

event of theft or hi-jacking, provided that: a) the policy provides comprehensive cover in respect of the insured vehicle(s);

- a) the policy provides comprehensive cover in respect of the insured vehicle(s);
- b) there is a valid motor claim in terms of the policy;
- c) Transport policy wording Insurance Underwriting Managers (Pty) Ltd. FSP no 21820 Version 2.0 Page 92 of 176
- d) this benefit will only become payable:
 - i) the driver is a permanent driver of the vehicle is specified in the policy schedule at the time of the loss;
 - ii) the driver must be in possession of a valid driver's licence and PrDP for the category of vehicle involved;
- e) the company shall not be liable for more than 50% (fifty percent) of 1 (one) month's gross monthly basic salary or cost to company of such driver calculated per day from the date of the incident while the vehicle is unusable;
- f) the company shall not be liable for any incentives or bonuses;
- g) the Insured will be required to provide the relevant documents of the gross monthly salary earned by the driver as required by the Insurer;
- h) such documents must be submitted to the Insurer within 30 (thirty) days of the incident.

Special Exception

The Company will not indemnify the Insured in respect of any claim not covered in terms of the motor section of the policy whether or not an ex gratia payment has been made by the Insurer.

4. Medical expenses

If an occupant of an insured vehicle, in direct connection with the vehicle, sustains bodily injury by violent, accidental, external and visible means, the Insurer will pay to the Insured the medical expenses incurred as a result of the injury, including any costs incurred to free the injured occupant from the vehicle or to bring the injured occupant to a place where medical treatment can be given, provided that:

- a) the cover is limited to occupants of a private motor car or the permanently enclosed passenger carrying compartment of any other vehicle; and
- b) the amount payable under this cover shall be reduced by any amount recoverable under the Compensation for Occupational Injuries and Diseases Act, 1993 or similar legislation.
- c) the Insurer's liability per person shall not exceed the amount stated in the Schedule;
- d) the Insurer's liability per event shall not exceed the amount stated in the Schedule.

5. Repatriation of driver and co-driver

If a claim is admitted under sub-section A and the insured vehicle is disabled as a result of the loss or damage, the Insurer will indemnify the Insured for:

- a) the reasonable expenses necessarily incurred for overnight accommodation for the driver and/or co-driver for a maximum of 2 (two) nights; and
- b) transport of the driver and/or co-driver of the vehicle at the time of the loss or damage from the place at which the vehicle became disabled to the driver's and/or co-driver normal place of residence in the Republic of South Africa, or intended destination, or point of departure on this journey;

provided that:

- a) the driver and/or co-driver's destination, place of residence and point of departure on this journey are all more than 100 (one hundred) kilometres away from the place at which the vehicle became disabled; and
- b) the Insurer's liability per person shall not exceed the amount stated in the Schedule; and
- c) the Insurer's liability per event shall not exceed the amount stated in the Schedule.

6. Trauma

The Insurer will pay for expenses incurred, not otherwise covered, by any member, director or employee of the Insured undergoing treatment by a registered professional counsellor following the person being psychologically traumatised as a direct result of violence or threat of violence during theft, attempted theft or hijack of any insured vehicle, provided that:

- a) the Insurer's liability per person shall not exceed the amount stated in the Schedule; and
- b) the Insurer's liability per event shall not exceed the amount stated in the Schedule.

SUB-SECTION D: WRECKAGE REMOVAL AND RELATED EXPENSES

DEFINED EVENTS

The Insurer shall pay the additional costs set out in the following extensions, caused by or through or in connection with an event defined under this section of the policy, for any vehicle described in the Schedule.

1. Recovery costs

The Insurer shall indemnify the Insured for all reasonable costs and charges incurred in any search and recovery operation following theft or hijack of an insured vehicle (including, but not limited to, helicopter search charges) irrespective of whether such operation proves successful, provided that the Insurer's liability under this extension shall not exceed the amount stated in the Schedule, in respect of any one occurrence.

2. Recovery costs: No damage (if stated as included in the Schedule)

The Insurer shall indemnify the Insured for all costs and expenses necessarily and reasonably incurred in connection with the recovery of the Insured Vehicle in the event of the Insured Vehicles becoming accidentally immobilised in any physical situation (which shall be admitted by the Insurer's as physically loss of damage within the meaning of this section), provided that:

- a) no indemnity shall be provided by this extension where the cost of rectifying electrical or mechanical breakdown is the sole requirement necessary to effect such recovery;
- b) no indemnity shall be provided by this extension for search and recovery operations following theft or hijack;
- c) the Insurer's liability per event shall not exceed the amount stated in the Schedule;
- d) the Insured shall be responsible for the excess stated in the Schedule, in respect of any one claim.

3. Towing costs following mechanical, electrical or electronic breakdown (if stated as included in the Schedule)

(Applicable to vehicle definitions 22. b), 22. d) and 22. e)).

The cover provided under the motor section is extended to indemnify the Insured for the reasonable costs and expenses incurred as a result of a vehicle insured in terms of the motor section of this policy being disabled as a result of mechanical, electrical or electronic breakdown. The Insurer will pay the reasonable cost of protection and removal of the vehicle, trailers and its load to the Insured's premises or the nearest authorised repairer (whichever is the closest to the breakdown scene) within the Republic of South Africa only provided that:

- a) the insured vehicle is stated in the Schedule;
- b) the insured vehicle requiring towing is towed by an approved tow operator authorised by the Insurer in respect of each occurrence;
- c) the Insurer's liability under this extension shall not exceed the amount stated in the Schedule in respect of any one occurrence;
- d) the Insured can prove to the satisfaction of the Insurer that the insured vehicle was properly and regularly maintained as per the manufacturer's specifications, and was in a roadworthy condition at the time of the occurrence;
- e) occurrences beyond the borders of the Republic of South Africa are not covered by this extension; and

f) the insured shall be responsible for the excess (applicable to this extension) as stated in the Schedule in respect of each and every loss.

The Insurer shall not be liable to pay for:

- a) any costs and expenses incurred by the Insured in respect of storage costs and release fees from a repairer or supplier of services rendered, either before or after repairs have been done to the insured vehicle; or
- b) any costs and expenses incurred to repair the insured vehicle, as mechanical, electrical or electronic breakdown is not covered under the motor section of this policy.

4. Wreckage removal

The cover provided under sub-section A of this section is extended to include costs and expenses incurred by the Insured in respect of the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by a defined event, provided that:

- a) in addition to the limit of indemnity under sub-section A of this section, the Insurer's liability under this extension shall not exceed the amount state in the Schedule; and
- b) the Insurer shall not be liable for the clearing up and removal of any liquids, such as petrol or diesel or oil leakage from the insured vehicle.

DEFINITIONS

1. Abandoned

shall mean deserted, discarded, forsaken, derelict, vacant, dumped and/or cast-off.

2. Accessories and spare parts (non-standard)

shall mean any part or accessory or extra (including signwriting and branded wrapping) not supplied by the manufacturer as a standard fitment and fitted as an aftermarket fitment.

3. Agreed value

shall mean the sum insured stated in the Schedule as agreed between the Insured and the insurer. The basis of indemnity will state Agreed Value on the Insured Vehicle in the Schedule, where applicable.

4. Airside

shall mean any area of the airport premises which has restricted right of access, such as runways, taxiways, apron and associated service roads plus certain parts of the terminals and other buildings located around the airport premises (as defined by the relevant airport authority).

5. Credit agreement

shall mean a legally enforceable credit agreement as defined in the National Credit Act, 2005 (as amended), which the Insured has entered into with a registered credit provider in respect of the insured vehicle which is listed in the Schedule.

6. Dangerous Goods

shall mean goods, substances, products or waste as specified in the standard specifications in the relevant SANS codes including but not limited to SANS 10228 ("The identification and classification of dangerous substances and goods") and carried on or within a vehicle that is properly licensed to carry such goods, products or waste excluding asbestos, lead, and creosote.

7. Event

unless stated otherwise, an Event shall mean an event or series of events arising from one cause in connection with any one Insured Vehicle in respect of which indemnity is provided by this insurance.

8. Finance company

shall mean the registered credit provider in terms of the credit agreement and whose interest is noted in the Schedule under the heading financial institution.

9. Hijack

shall mean the unlawful, intentional removal of the insured vehicle(s) without the Insured's permission with the use or threat of use of a firearm or any other dangerous weapon, the infliction of grievous bodily harm or a threat to inflict bodily harm by the offender or any

accomplice on the occasion when the offence is committed, whether before, during or after the commission of the offence.

10. Injury

shall mean death, bodily injury, illness or disease of or to any person.

11. Insured vehicle

shall mean any vehicle:

- a) owned by the Insured;
- b) hired or leased to the Insured for the purpose of the business;
- c) used by the Insured for the purpose of the business as declared to the Insurer; or
- d) temporarily operated by the Insured as replacement for any vehicle in (a) and (b) above out of use for the purpose of overhaul, upkeep and/or repair, provided that:
 - i) the maximum liability of the Insurer shall not exceed the reasonable retail value of the replacement vehicle or the sum insured of the replaced vehicle as stated in the Schedule, whichever is the lesser; and
 - ii) the maximum period a rental or temporary vehicle shall be used shall not exceed 30 (thirty) consecutive days.

12. Maximum indemnity per vehicle

The maximum indemnity per vehicle as stated in the schedule and shall include the following:

- a) the insured vehicle as defined and indemnified per the basis of indemnity stated in the schedule; and
- b) any parts, accessories, extras, signwriting and branded wrapping permanently fitted thereto; and
- c) credit shortfall, where included in the schedule.

13. Own damage

shall mean loss of or damage to an insured vehicle excluding loss or damage due to theft, hijack, attempted theft or attempted hijack.

14. Occurrence or event

shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance.

15. Pollutants

shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

16. Retail value

shall mean:

- a) for vehicles listed in the auto dealers' guides, the published retail value adjusted according to the guide's recommendations for odometer reading, overall condition, accessories and parts fitted to the vehicle at the time of the loss or damage; and
- b) for vehicles, vehicle types and accessories not listed in the auto dealers' guides, the considered retail value based on a minimum of three quotations obtained from the motor dealer market for a similar vehicle of the same make and model in similar condition at the time of the loss or damage.

17. Statutory settlement balance

shall mean the amount which is due by the Insured at the date of loss and which represents the balance due to the finance Insurer which will liquidate the Insured's obligations to it and entitle the Insured to unencumbered ownership of the insured vehicle, less any arrear instalments, any amount refundable to the Insured in terms of the agreement, outstanding insurance premiums, warranties and any extras added to the finance contract which do not form part of the actual vehicle financed.

18. Taxi

shall mean a type of vehicle for hire with a driver that is used by a single or small group of passengers to convey them to destinations of their choice.

19. Theft

shall mean the unlawful, intentional removal of the insured vehicle(s) without the Insured's permission.

20. Total loss

shall mean where the Insurer declares the insured vehicle(s) as uneconomical to repair as a result of an accident or fire, or following a loss by theft or hijacking and the Insurer settles the loss as a total loss.

21. Tyre

shall mean the part of a Vehicle that is usually made from solid or inflatable rubber, metal or wood that is in contact with the ground that carries the weight of the Vehicle. For the purpose of this section it also means track tyres fitted to specialised equipment.

22. Vehicle

shall mean:

- a) vehicles with gross vehicle mass not exceeding 3,500kg (three thousand five hundred kilograms) as described in the Schedule as follows:
 - i) private type motor cars (including sedans, cabriolets, sports utility vehicles, motorised motor homes, station wagons, 4x4 or 4x2, safari vans, estate cars and the like or similar vehicles);
 - ii) light commercial vehicles which are vehicles designed or adapted to carry goods; and
 - iii) busses (including minibuses, midi busses, kombis and the like or similar vehicles used for business purposes and designed or adapted to seat no more than 20 (twenty) persons, including the driver) but excluding taxis;
 - b) commercial vehicles as described in the Schedule as follows:
 - i) commercial vehicles which are vehicles with a gross vehicle mass exceeding 3,500kg (three thousand five hundred) kilograms designed or adapted to carry goods;
 - ii) special type vehicles which are vehicles manufactured or modified for specific commercial purposes such as digging, firefighting, lifting, loading, earth moving and the like and which are operated by skilled and trained operators; and
 - iii) agricultural equipment (any self-propelled agricultural vehicle which is not designed or adapted for the main purpose of transporting goods, including tractors and harvesters) excluding irrigation systems on wheels and centre pivots;
 - c) motorcycles and off-road vehicles as described in the Schedule as follows:
 - i) motorcycles (including motor scooters and three-wheeled vehicles and quad bikes); and
 - ii) golf carts;
 - d) busses as described in the Schedule as follows:
 - i) busses (including any vehicle used for business purposes and designed or adapted to seat more than 20 (twenty) persons, including the driver) but excluding taxis;
 - ii) trailers as described in the Schedule as follows:
 - i) agricultural equipment (any non-self-propelled agricultural implement) designed to be drawn by a self-propelled vehicle excluding irrigation systems on wheels and centre pivots;
 - ii) commercial trailers which are trailers with a gross vehicle mass exceeding 3,500kg (three thousand five hundred) kilograms designed or adapted to carry goods;
 - iii) any other vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle;
- and includes any parts or accessories or extras permanently fitted thereto (including signwriting and branded or other vehicle wrapping), provided that:
- a) the part or accessory or extra (including signwriting and branded or other vehicle wrapping) is on the vehicle at the time of the insured event; and

b) maximum indemnity per vehicle stated in the Schedule is adequate to include both the vehicle and the part or accessory or extra (including signwriting and branded or other wrapping).

23. Vehicle combination

shall mean any combination of single or multiple trailers attached or towed by any vehicle defined under vehicle definition 22. a); 22. b) and 22. d).

24. Write-off

shall mean that damage to a vehicle, in the opinion of the Insurer, is not economical to repair.

MEMORANDA (APPLICABLE TO SUB-SECTION A, B, C, D AND E)

1. Adjustment of premium

If any vehicle is disposed of and another vehicle is substituted therefore, an adjustment of premium shall be made from the date of such substitution up to the expiry of the period of insurance.

2. Cross liabilities

Where more than one Insured is named in the Schedule, the Insurer will indemnify each Insured separately and not jointly, and 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 limit of indemnity stated in the Schedule.

3. Description of use clause

a) Private and business

Use for social, domestic and pleasure purposes and use for the business or occupation of the Insured, excluding:

- i) hiring;
- ii) carriage of passengers for hire or carriage of fare paying passengers;
- iii) racing, speed or other contests, rallies, trials;
- iv) carriage of explosives;
- v) carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry;
- vi) use other than that for which the vehicle was constructed or licenced to be used; and
- vii) use for any purpose in connection with the motor trade.

The indemnity to the Insured in connection with any vehicle shall operate while such vehicle is in the custody or control of a member of the motor trade for the purpose of its overhaul, upkeep or repair but excluding if the vehicle is in possession or on commission or else for the purpose of retail or similar.

b) Carriage of paying passengers (if stated in the Schedule)

Notwithstanding anything contained to the contrary in description of use clause 3 (a) (ii), this section is extended to cover the vehicle whilst being used for the carrying of fare-paying passengers.

c) Vehicles hired out (if stated in the Schedule)

Notwithstanding anything contained to the contrary in description of use Memoranda 3 (a) (i) or (ii), this section is extended to cover the vehicle whilst being hired out, provide that the Insurer shall not be liable to pay for loss of the insured vehicle if the vehicle is rented out to a third party in terms of a rental agreement, whether the rental agreement is in writing or not, and the third party fails to return the insured vehicle to the Insured in terms of the provisions of the rental agreement.

d) Carriage of explosives (if stated in the Schedule)

Notwithstanding anything contained to the contrary in description of use clause 3 (a) (iv), this section is extended to cover the vehicle whilst being used for the carriage of explosives.

4. Jurisdiction clause

The Insurer shall not be liable for compensation for damages or costs and expenses of litigation recovered by any claimant from the Insured in respect of judgements delivered or obtained in the first instance

otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho or eSwatini.

5. Premium adjustment clause

Applicable to policies based on:

a) Fleet value: Annual declaration basis

The insured shall declare to the Insurer at the inception and at the renewal of the policy:

- i) the total vehicles owned, hired or leased by the Insured in each category;
- ii) the updated values per the basis of indemnity being either market value or retail value as stated in the schedule per vehicle category.

Should the updated fleet value differ by 20% (twenty percent) or less from the original declared fleet value, the Insurer shall, upon receipt of this declaration, make a premium adjustment on the basis of 50% (fifty percent) of the difference in fleet value for the previous period of Insurance.

Should the updated fleet value differs by more than 20% (twenty percent) from the original declared fleet value, the Insurer shall, upon receipt of this declaration, make a premium adjustment on the basis of 50% (fifty percent) of the first 20% (twenty percent) of the difference in fleet value. The premium for the remaining difference in fleet value shall be payable in full.

b) Fleet value: Monthly or quarterly declaration basis

The insured shall declare to the Insurer at the at the inception and the end of the declaration period as stated in the schedule:

- i) the total vehicles owned, hired or leased by the Insured in each category;
- ii) the updated values per the basis of indemnity being either market value or retail value as stated in the schedule per vehicle category.

Should the updated fleet value differ by 20% (twenty percent) or less from the original declared fleet value, the Insurer shall, upon receipt of this declaration, make a premium adjustment on the basis of 50% (fifty percent) of the difference in fleet value for the previous declaration period.

Should the updated fleet value differs by more than 20% (twenty percent) from the original declared fleet value, the Insurer shall, upon receipt of this declaration, make a premium adjustment on the basis of 50% (fifty percent) of the first 20% (twenty percent) of the difference in fleet value. The premium for the remaining difference in fleet value shall be payable in full.

On adjustment of the policy following the declaration, the next period premium will be adjusted in line with the declared values provided.

Should the policy be issued on an annual deposit premium basis, the premium adjustment will only be done at the end of the period of insurance based on 5 a) above.

6. Spare parts

In the event of any part being unprocurable as a standard (ready-manufactured) article within the Republic of South Africa, the liability of the Insurer shall be discharged by the payment of an amount equal to the value of such part at the time of loss but not exceeding the manufacturer's latest price list operative in the Republic of South Africa and the reasonable cost of freight, other than by air, and current labour charge applicable thereto.

7. Territorial limits

The territorial limits covered in respect of this section of the policy are as stated in the Schedule.

8. Vehicle sharing

The acceptance of payment for giving lifts to passengers in private-type motorcars (as defined) and in the passenger carrying compartment of light delivery vehicles with a gross vehicle mass not exceeding 3,500kg (three thousand five hundred kilograms) when it is part of a vehicle-sharing agreement for social purposes or commuting, will not be regarded as excluded under the description of use conditions, provided that:

- a) the passengers are not being carried in the course of a passenger-carrying business; and

b) the total payments received for such journeys do not involve any element of profit.

9. Waiver of subrogation rights

For the purposes of this section, the Insurer waives all rights of subrogation or action which they may have or acquire against any other person to whom the indemnity hereunder applies, and each such person shall observe, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this insurance in so far as they can apply.

10. War and terrorism

In respect of sub-sections B and C only, General Exception 6 is deleted and replaced by the following:

This section does not cover war, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

OPTIONAL LIMITATIONS (IF STATED IN THE SCHEDULE TO BE APPLICABLE)

1. Third party only

Sub-sections A and C are cancelled.

2. Third party, fire and theft

The liability of the Insurer under sub-section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion or by theft or any attempt thereof. Further, sub-section C is cancelled.

3. Third party and fire

The liability of the Insurer under sub-section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion. Damage by fire, self-ignition or explosion following an accident is not covered. Further, sub-section C is cancelled.

4. Total loss only

The liability of the Insurer under sub-section A is restricted solely to loss or damage to the insured vehicle by:

- a) fire, self-ignition, lightning or explosion; or
- b) theft or hijack; or
- c) write off.

SPECIFIC EXCEPTIONS (APPLICABLE TO SUB-SECTION A, B, C, D AND E)

1. General motor exceptions

The Insurer shall not be liable for any accident, injury, loss, damage or liability:

- a) whilst the vehicle is being used with the general knowledge and consent of the Insured otherwise than in accordance with the description of use clause;
- b) incurred outside the territorial limits stated in the schedule under this section of the policy, provided that, the Insurer will not be liable for any accident, injury, loss, damage or liability if the country entered into provides cover on entry, but the Insurer will indemnify the Insured against loss of or damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit;
- c) arising from the ownership, possession or use of vehicles:
 - i) used principally for the transportation of explosives such as nitroglycerine, dynamite or any other substance generally classified as a highly explosive substance;
 - ii) in the underground workings of any mine; or
 - iii) in or on part of an Airside area;
- d) incurred while any vehicle is being driven by:
 - i) the Insured while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a recognised member of the medical profession other than him- or herself);
 - ii) any other person with the general consent of the Insured who, to the Insured's knowledge, is under the influence of intoxicating

liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than him- or herself or the Insured);

iii) the Insured while not licensed to drive such vehicle;

iv) any other person with the general consent of the Insured who is not licensed to drive such vehicle, but this shall not apply if the Insured was unaware that the driver was unlicensed and the Insured can prove to the satisfaction of the Insurer that, in the normal course of the Insured's business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles; or

v) the Insured, driver, operator or any other person who is not in the possession of a Professional Driving Permit (PrDP), Operators Permits, Hazardous Goods Training Certificates as required in terms of the National Road Traffic Act, 1996 (as amended) or any replacement statute;

provided that:

i) a driver, operator or any other person not being a resident of South Africa must be in possession of the valid equivalent requirements as stated in (v) above; and

ii) any driver shall be deemed to be licensed to drive the vehicle if they are complying with the licensing laws relating to any of the territories referred to under Specific Exception (b), or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learners.

2. Road licence vehicles

The Insurer shall not be liable for any accident, injury, loss, damage or liability if the plant, insured vehicle or any other vehicle forming part of a combination of vehicles together with the insured vehicle at the time of any incident giving rise to a claim in terms of the policy fails to comply with or meet in any respect the requirements, regulations and standards as set out in the National Road Traffic Act, 1996 (as amended) or any replacement statute, or of any provincial or local proclamation or statute which is applicable to the insured vehicle insofar:

- a) as to the requirements applicable to vehicle licences, clearance certificates, certificate of fitness and roadworthiness, and Dangerous Goods;
- b) as the vehicle fails to comply with or meet in any respect the requirements, regulations and standards for roadworthiness; or
- c) the vehicle is found to be overloaded.

3. Fire Extinguisher

The Insurer shall not be liable for loss or damage to any insured vehicle definition 22. b) i) vehicle as defined as a result of fire unless such insured vehicle has been fitted with at least a 4.5kg (four and a half kilograms) dry powder fire extinguisher which is kept in working condition. The fire extinguisher must be serviced as per the manufacturer's specifications. It is further warranted that the driver/ crew of the insured vehicle must be trained in the usage of such fire extinguisher.

4. Contractual liability

The Insurer shall not be liable for any claim arising from contractual liability, unless such liability would have attached to the Insured notwithstanding such contractual agreement.

SPECIFIC CONDITIONS (APPLICABLE TO SUB-SECTION A, B, C, D AND E)

The following compulsory conditions always apply:

1. Drivers offences

If, during the currency of this section, any driver's licence in favour of the Insured or their authorised driver is endorsed, suspended or cancelled, or if they are charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the Insurer immediately the Insured has knowledge of such fact.

2. Rights or obligations

The Insured shall not cede or assign, either in part or in whole, any of its rights or obligations in terms of this policy without the prior written consent of the Insurer.

3. Vehicle modifications

Any modification, alteration, or structural changes to the standard production design of the insured vehicle shall be reported to the Insurer in writing within 30 (thirty) days of such modification, alteration or structural change.

ROADSIDE AND ACCIDENT ASSISTANCE

Roadside Assist is available 24 (twenty-four) hours a day, 365 (three hundred and sixty-five) days a year throughout South Africa, Lesotho and eSwatini. During severe weather conditions, civil disturbance or national emergencies, IUM reserves the right temporarily to suspend service to clients who are not in a place of safety.

THE SERVICES

The following services will be provided in the event of a roadside emergency:

1. Vehicle locksmiths (not for key replacements) broken keys, keys locked in vehicle

2. Flat tyre assistance

3. Minor roadside repairs by mechanic (electrical, coil, immobilizer, etc.)

4. Fuel assistance (approximately 20l (twenty litres) of fuel should it be required in emergency situations)

5. Roadside referral (direction assist)

6. Jump start (flat battery)

7. Transmission of urgent messages

8. Tow-in: Collision

a) Towing of vehicle to nearest approved dealership (if under warranty), panel beater/repair centre from point of incident. The Insurer will cover costs to a maximum of R1,850 (one thousand eight hundred and fifty Rand) (including VAT). Any costs exceeding this amount will be invoiced to the insurer as part of the claims cost. Should the Insured decide not to register a claim, or the claim is repudiated or rejected, the Insured will be liable for the costs.

b) The Insurer shall arrange for transport of the vehicle to a service provider as may be authorised by the Insured from time to time.

9. Tow-in: mechanical, electrical or electronic breakdown

The Insurer will tow the vehicle to the nearest repairer from the point of breakdown and will cover costs to a maximum of R1,500 (one thousand five hundred Rand) (including VAT). Any costs exceeding this will be payable by the vehicle owner/driver.

10. Courtesy transport

Group-B car hire (if the vehicle has broken down more than 100 km (one hundred kilometres) from a permanent place of residence/business to a limit of R500 (five hundred Rand)) (The eligible person can choose a higher level vehicle but will have to pay the difference in costs).

11. Hotel accommodation

Overnight hotel accommodation for a maximum of 4 (four) persons in an establishment of IUM's choice if the vehicle has broken down more than 100km (one hundred kilometres) from home to a limit of R500 (five hundred Rand) (meals are excluded).

12. Vehicle repatriation

In the event that a vehicle is left for repairs, the Insurer will pay up to R500 (five hundred Rand) for 24 (twenty-four) hours of Group-B car hire or a flight ticket to collect the vehicle after the repairs. Alternatively, if the vehicle was towed closer to the Insured's place of residence, the additional tow costs will be supplemented with the car rental.

13. Special notes

a) Car hire companies require the driver to present a valid driver's license and credit card before they will provide a vehicle. This is a requirement of the car hire companies and cannot be over-riden by The Insurer.

b) Provision of car hire and accommodation is subject to availability.

c) The Insurer will resolve disputes with appointed contractors where loss or additional damage may have occurred while the vehicle was in the care or control of such contractor.

d) Costs incurred without prior authorisation will not be reimbursed.

14. Eligible person(s)

Service will be provided to an active, enrolled and fully paid up eligible person(s). Prior to rendering any service, IUM will validate membership and in some cases may request proof of identification. As with all assistance services, if the Insurer cannot verify that the eligible person is active they may be required to pay for the service, which will be charged at the prevailing rate.

15. Eligible vehicles

a) Vehicles must be legally licensed to the policyholder.

b) 4 x 4 vehicles (excluding use for off-road recreational purposes and where IUM cannot reach the eligible person from a normally travelled or established thoroughfare).

c) Passenger vehicles not more than 3,500kg (three thousand five hundred kilograms) (excluding rental cars, commercial vehicles, buses, taxis and limousines).

d) Motorcycles.

e) Vehicles not older than 10 (ten) years (applicable to breakdown only).

f) Dual wheel campers, motor homes and pick-up trucks will not be provided tyre assistance, towing or extrication.

g) Where a trailer is attached to a vehicle where assistance has been requested, assistance will be provided unless the trailer was the cause of the breakdown.

h) No vehicle will be provided assistance where the breakdown was caused by any off-road recreational activity and where IUM cannot reach the eligible person by a normally travelled or established thoroughfare.

i) The vehicle must be in a roadworthy condition.

16. Assistance

a) Assistance will be provided only where the contact centre was contacted, should the eligible person contact a service provider directly, IUM will not be liable for the claim, or the payment thereof.

b) Where IUM has requested a service provider to assist the eligible person and that person contacts an independent service provider in the interim then the eligible person shall be liable for the costs of both service providers, this clause shall not be applicable where the Insured has NOT informed the eligible person of a delay in assistance provision.

c) The service will include one call out per disablement and limits as detailed below, specific to each benefit. Charges for services that exceed these limits will be for the eligible person's cost at the prevailing hourly or kilometre rate of the region where the service is rendered.

d) The eligible person shall be with the vehicle at the time of service and assistance. IUM will not be responsible for any damage or loss from unattended vehicles or previous damage.

e) If the vehicle is still under warranty, IUM reserves the right to refer the assistance to the warranty provider. Where IUM has provided assistance for a vehicle under warranty the eligible person shall absolve IUM from any warranty dispute.

17. Benefits

All benefits are subject to overall limits as indicated in Annexure A1 and A2 for a 12 (twelve) month period. The contact centre retains

the right to use the most reasonable and cost effective solution. Any shortfall between actual cost and the allowance included in the individual benefits must be settled by the eligible person with the relevant service provider. The service provider will pay a maximum of R1,850 (one thousand eight hundred and fifty Rand) (including VAT) per tow irrespective of whether it is within the 40km (forty kilometres) radius or not.

18. Flat tyre

IUM will call out a service provider to fit a spare tyre. It remains the eligible person's responsibility to ensure that the spare tyre is inflated and serviceable. IUM will not cover the cost of repair to either tyre or replacement thereof. Should more than one tyre be flat, the vehicle will be towed to the nearest repairer. Should the eligible person not have the lock nuts in the case of mag wheels, the vehicle will be towed to the nearest repairer.

19. Flat battery

If the battery of an eligible person's vehicle runs down and the vehicle won't start, then IUM could call out a service provider to attempt to jumpstart the vehicle. The eligible person will be advised that on certain vehicles the act of jumpstart may damage the vehicle's computer. If the eligible person's vehicle falls within this category, they will be advised that it would be better to tow the vehicle to a suitable repairer rather than attempting a jumpstart. If the eligible person insists on a jumpstart, they absolve IUM from any liability and if the jumpstart is not successful, the eligible person will be bear any subsequent tow charges. The Insurer will not cover the costs of replacing the battery.

20. Fuel

If the eligible person is stranded next to the road as a result of running out of fuel, then IUM will arrange for 20l (twenty litres) of fuel to be delivered to the eligible person, to a maximum benefit of 3 (three) times per year. The cost of the fuel will be borne by the eligible person. Specific brands of fuel cannot be guaranteed.

21. Locksmiths

a) If the eligible person is stranded as a result of their vehicle's keys being locked inside their vehicle, then IUM will call out a service provider to assist to a maximum of one hour's labour. IUM will not cover the cost of the key or remote control replacements. The eligible person will warrant that they are authorised to access the vehicle and IUM will not be held liable for gaining such access.

b) Should the vehicle not be driveable due to loss/damage of keys, IUM will suggest that the vehicle be towed to an authorised repairer. Should the eligible person require that the service provider renders the vehicle driveable by whatever other means, these costs will be for the eligible person's account and The Insurer will not be liable for any resultant repairs or damages.

22. Our guarantee

If an eligible person contacts the contact centre and IUM appoints a service provider to assist and the vehicle is not towed to an approved repairer, IUM commits to pay any related release fees, storage costs and second tow costs related to the event.

EMERGENCY HOUSEHOLD AND OFFICE ASSISTANCE CALL OUT AND 1-HOUR LABOUR

This is an assistance service providing access to essential services that may be required in an emergency within the principal building and adjoining buildings of the eligible person, up to three incidents per year subject to a limit of R3,000 (three thousand Rand) per policy per annum.

The service is available 24h (twenty-four hours) a day, 7 (seven) days a week and includes call-out and the first hour labour charge. Thereafter labour and any parts costs are for the eligible person's account. Assistance is applicable for the household or office of the eligible person and does not extend to municipal or Eskom property.

1. The service

The following services will be provided in the event of a home and office assist:

- a) Emergency services notification and call-out.
- b) Plumbers.

- c) Electricians.
- d) Locksmiths.
- e) Builders (referral only).
- f) Carpet specialists for flood damage (referral only).
- g) Appliance assistance (white goods only).
- h) Painters (referral only).
- i) Garden services (referral only).
- j) Fire damage (referral only).
- k) Brown appliances (TV, VCR, HiFi, etc.) (Referral only).
- l) Glazier.

2. Exclusions

- a) Appliances 8 (eight) years and older are excluded but can be covered on a fee for service basis.
- b) Motors and pumps are covered on a fee for service basis only.
- c) Intercom systems and alarms and electric fences are covered on a fee for service basis.

3. Referral service

The eligible person has full access to our service provider database, where the call centre offers assistance; however, all expenses incurred are for the eligible person's account.

4. Electrical

Call out fee and 1 (one) hour labour is covered in the following emergencies only:

- a) Faulty lights and fittings – where the fault is tripping all the electricity in the main house.
- b) Faulty plugs – where the fault is tripping all the electricity in the main house.
- c) Faulty circuits/distribution boards – where the fault is tripping all the electricity in the main house.
- d) Power failures – excludes council problems.
- e) Earth leakage relays.
- f) Burst geyser, geyser elements and thermostats.
- g) Stove plate elements and switches.

5. Exclusions on electrical

- a) Repairs to obtain compliance certificates.
- b) Upgrading of infrastructure.
- c) Non-SABS compliant installations.
- d) Fault finding/electrical detection.

6. Plumbing

Call out fee and 1 (one) hour labour is covered in the following emergencies only:

- a) Water leaks causing water damage to the interior of the house, i.e. taps and toilets.
- b) Geyser valves and elements.
- c) Burst pipes causing damage and restricting water in the home environment.
- d) Blocked and overflowing toilets.

7. Exclusions on plumbing

- a) Compensation for consequential damage.
- b) Upgrading of infrastructure.
- c) Cleaning septic tanks/french drains.
- d) Lifting or refitting tiles or paving.
- e) Use of drain machine.
- f) Water leak detection.

- g) Municipal connections.
- h) Non-SABS compliant installations.
- i) Blockage due to cement, collapsed pipes, extensive tree roots, or other foreign objects, which cannot be opened by standard drain equipment.
- j) Replacement/re-routing of pipes.
- k) Specialised or imported sanitary ware.
- l) Underground water fault detection.

8. Appliances

Call out fee and 1 (one) hour labour is covered in the following emergencies on "white goods" (washing machines, stoves, fridge, freezer, dish washer, tumble dryer) only.

9. Exclusions on appliances

- a) Repair and replacement of faulty parts.
- b) Where parts are no longer available or the item is irreparable.
- c) Any appliance over the age of 8 (eight) years.
- d) Where the appliance is under the manufacturer's warranty (Repairs by unauthorised service providers will render the manufacturer's warranty null and void).
- e) Appliances used for commercial/industrial purposes or for hire.
- f) Repairs to external framework of the appliance.
- g) Cleaning, repair or replacement of filters, light bulbs, glass shelving or auxiliary items e.g. ice maker.

10. Locksmiths

Callout and 1 (one) hour labour is covered if the eligible person is locked out of their permanent residence, has lost their keys or keys are not available. The eligible member will warrant that they are authorised to enter the premises.

11. Exclusions on locksmiths replacement keys and locks

12. Emergency services notification and call-out

At the request of the Insured the Insurer will relay notification of emergencies to the police, traffic, fire brigade, ambulance, security or any other emergency service provider.

13. General exclusions

The Insurer shall not be liable for:

- a) Repairs effected by a party other than IUM or one of its duly appointed service providers;
- b) Any event that would be insurance related where the Insured could claim from the Insurer;
- c) Loss or damage caused by fire, lightning, storm, water, malicious or accidental damage, theft or any risks covered in terms of a standard multi-peril or personal lines/commercial insurance policy;
- d) Compensation for consequential damage of any nature;
- e) The first amount payable and the amount of the claim in excess of the covered limit, as stated on the schedule in respect of each and every event which gives rise to a claim, which amount shall be payable to the service provider on completion of the repair;
- f) Repair or replacement of any breakdown to items or any part thereof covered by the manufacturers/installer's warranty/guarantee or the National Home Builders Registration Council's Warranty Scheme;
- g) Upgrading of infrastructure;
- h) Damage occurring in connection with or resulting from aesthetic defects such as cracks, scratches or dents insofar as they do not adversely affect the normal operation of the Insured's property;
- i) Breakdown of items or parts recalled or to be recalled by the manufacturer/installer;
- j) Any activity from the home unless such activity has been notified to and accepted by ourselves;

k) Damages which may be caused, whether direct or indirect, by repairers/sub-contractors to any items/property in the home in the course and scope of repairing the damage/loss;

l) Repair or replacement of any breakdown to items or any part thereof covered by the manufacturers/installer's warranty/guarantee or the National Home Builders Registration Council's Warranty Scheme;

MEDICAL ASSISTANCE

All benefits are subject to an overall limit of R10,000 (ten thousand Rand) per policyholder per 12 (twelve) month period. The contact centre retains the right to use the most reasonable and cost effective solution. Any shortfall between actual cost and the allowance included in the individual benefits must be settled by the eligible person with the relevant service provider. This applies in the Republic of South Africa only.

1. The service

- a) Emergency medical advice and information.
- b) Emergency telephonic medical advice and information, 24 (twenty-four) hours a day, seven days a week.
- c) Emergency medical response by road or air to scene of medical emergency.
- d) Emergency medical transportation to nearest appropriate medical facility.
- e) Inter-hospital transfer.
- f) Medical repatriation.
- g) Escorted return of minors.
- h) Compassionate visits.
- i) Repatriation of patient or return of mortal remains.
- j) Specialised travel advice through travel clinics.
- k) Access to Rape Centres of Excellence.
- l) Professional and confidential human immunodeficiency virus (HIV)/Aids (acquired immunodeficiency syndrome) advice.
- m) Transfer of patient to most appropriate medical facility.
- n) Emotional support and tele-counselling.
- o) Transfer of life saving medication and emergency blood.
- p) Confidential non-emergency medical information and advice.

ADVANCED LIFE SUPPORT

1. Emergency medical advice and information

The service provider will provide the eligible person (or caller on his/her behalf) with advice and information regarding any emergency medical condition by telephone so that emergency assistance can immediately be provided to a person suffering illness or injury until a medical team arrives at the scene. The advice and information shall be regarded as such and not as an accurate or definitive diagnosis of any condition any person might suffer.

2. Life support

Utilising a fleet of air or road mobile intensive care ambulances and rapid medical intervention vehicles (manned by doctors, nurses and paramedics) immediate response is undertaken to the scene of a medical emergency. Where appropriate advanced life saving resuscitation will be provided to the eligible person and where relevant, the eligible person will be stabilised before transfer is provided to the closest appropriate medical facility.

3. Transfer of the eligible person

- a) to the most appropriate medical facility

In all life threatening medical emergencies, the eligible person will be transported by road or air to the most appropriate and closest hospital that can effectively manage that particular condition and provide continuity of care, as determined and at the sole discretion of the medical director of the service provider. If the condition is not life threatening, but necessitates the use of an ambulance, the eligible person will be transported to a preferred provider hospital if necessary,

as determined and at the sole discretion of the medical director of the service provider. All elective aero medical transfers serve to upgrade the continuity of care of the eligible person to a tertiary medical facility and must be deemed to be medically justified prior to air ambulance transportation. Any elective aero medical transfer destined for a lower level of care, step-down facility or for chronic management, will be evaluated case by case at the sole discretion of the medical director of the service provider.

b) to a specialist diagnostic and therapeutic medical care centre

Any eligible person who requires specialist diagnostic or therapeutic procedures which cannot be performed by the admitting hospital, will be transferred by road or air to the receiving facility where such procedures or specialist care can be performed, as determined and at the sole discretion of the medical director of the service provider. The transfer of the eligible person shall be limited to one one-way transfer to the facility able to provide the specialist diagnostic interventions. Any return trip that is undertaken will not be covered under this agreement. The Contact Centre must arrange all arrangements for transfer of a patient.

4. Transfer of life saving medications and emergency blood if required

If life saving emergency medications or emergency blood products (thus excluding standard routine delivery and/or charges for blood) are required which cannot be obtained at the medical facility responsible for the eligible person's treatment, then the emergency medication will be transported to the eligible person.

COMPREHENSIVE PRE-HOSPITAL SERVICES

1. Non-emergency/general medical (telephonic) consultation and advice

Medical and nursing practitioners will provide an eligible person with advice and information regarding medical conditions by telephone, which will inter alia include:

- a) general medical advice;
- b) chemical substance misuse or abuse;
- c) data concerning referrals to hospitals, doctors, dentists and pharmacies;
- d) medical travel information and advice;
- e) generic medicine advice;
- f) preferred provider advice and/or referral where applicable;

Any advice and information shall be regarded as such and not as an accurate or definitive diagnosis of any condition any person might suffer.

2. Routine medically justifiable ambulance transfers

Whenever non-emergency medically justifiable ambulance transport is required to transfer the eligible person either from home to hospital or from hospital to hospital, arrangements if made through the service provider contact centre will ensure that such transport is undertaken whenever required by road. The medical necessity of such transportation will be determined by the allocated service provider's medical director. However, any arrangements made with independent ambulance transportation services and not authorised and approved by the Insurer with a reference number, are not the responsibility of the Insurer in any way. Medically justifiable transfers will be determined by the eligible person requiring definitive medical intervention in transit. Should the inter-hospital transfer be requested due to the unavailability of other modes of transport and not due to medical necessity, the eligible person will be liable in full for the costs of transportation.

3. Additional patient costs (not covered by the programme)

- a) If the patient requires emergency evacuation it will be arranged. However, the patient will be liable for this cost.
- b) Should there be any trauma that requires surgical or other procedures, this will not be covered by the programme and will be explained to the patient in advance as well as to the attending medical officer. The patient can pay for this him/herself, or can claim it from his/her medical scheme or can be referred to a government trauma centre.

CONFIRMATION OF INSURANCE

1. The service

- a) When the offices of the insurer/underwriter/administrator/broker are not open, the policyholder can call the contact centre for confirmation of insurance.
- b) This is sometimes required when the policyholder has purchased a new motor vehicle or other asset which needs to be placed on cover with the insurance.
- c) As this only applies to existing, paid up clients, the contact centre will verify the policyholder's status before providing such a letter of temporary cover. Certain parameters may be advised by the insurer to ensure the contact centre does not act outside of its delegated authority. Such parameters could include maximum value to be insured, type of asset to be insured, etc.
- d) The insurer's underwriting department will be advised that such a confirmation of insurance was issued, to enable them to liaise with the Insured.

SAFE 'N SOUND

If the insured is aware of a function or event where after he or she may need alternative transport home, he or she can pre-book to be assisted home safe 'n sound.

1. Limit

- a) 6 (six) free trips per year which includes 50km (fifty kilometres) per trip (capped at R750 (seven hundred and fifty Rand) per trip) and thereafter a fee of R10 (ten Rand) per kilometre is payable directly to the driver.
- b) The service is available 50km (fifty kilometres) from the city centre.
- c) Assistance outside of these areas may be arranged (subject to availability) but at an additional charge.
- d) The service is available for personal lines only.
- e) The service is available in the following areas:
 - i) Johannesburg
 - ii) Pretoria
 - iii) Port Elizabeth
 - iv) Cape Town
 - v) Durban
 - vi) Bloemfontein
 - vii) Stellenbosch

2. Terms and conditions

- a) This is a pre-booking service and must be booked at least 2 (two) hours in advance.
- b) Bookings must be made directly with the contact centre and clients must provide the call centre with all relevant information including but not limited to:
 - i) Collection time
 - ii) Collection address
 - iii) Drop off address
 - iv) Vehicle details
 - v) Passenger details
 - vi) Alternative contact details
- c) This service is subject to the availability of drivers.
- d) Payments for any additional kilometres travelled over and above the benefit must be settled at time of collection directly with the driver.
- e) Any disputes regarding distances travelled must be referred to the assist call centre and not directly with drivers.
- f) The Insured's vehicle must have sufficient fuel in the vehicle to reach the final destination. Should this not be the case, the driver will visit the nearest petrol station to obtain enough fuel to complete

the trip. Any associated costs will be for the client's account. Should the Insured not be in a position to pay for the required fuel Safe 'n Sound reserves the right to terminate the trip. The full benefit will be deducted from their annual limit.

g) Clients can take a maximum of 3 (three) passengers with them in the vehicle. Passengers drop offs must be on route to the final drop off address of the Insured.

h) Should a driver be delayed the call centre will contact the Insured and inform him of the delay.

i) Drivers will wait outside the collection venue for a maximum of 20 (twenty) minutes after collection time, thereafter the driver will have to leave and the Insured's benefit will be forfeited and deducted from their annual limit.

j) Drivers will not be able to stop on route for any reason including but not limited to purchasing food or cigarettes.

k) Cancellations must be made at least 1 (one) hour prior to collection time. Should a booking be cancelled within 1 (one) hour prior to the agreed collection time, the trip will be cancelled and the benefit will be deducted from the Insured's annual limit.

l) Trading hours

The Insurer only provides the service for these trading hours.

i) The service is available 365 (three hundred and sixty-five) days a year.

Monday – Thursday	18:00 – 03:00
Fridays – Saturdays	15:00 – 03:00
Sundays	16:00 – 03:00

m) All drivers have valid South African driver's licenses.

n) The Insured's insurance must cover additional drivers driving the Insured's vehicle.

o) Should any damage occur whilst the service provider's driver is operating the vehicle it will be the sole responsibility of the Insured to claim through their insurance.

p) Should the Insured's vehicle not be within a roadworthy condition or registered, the service provider reserves the right to withhold service.

q) Should the Insured or their vehicle be in the possession of any illegal substances, weapons or alcohol the service provider reserves the right to withhold service.

r) Clients must at no time give gratuities to drivers.

s) The service provider will not be held responsible for any damage to the vehicle or theft of goods.

3. Collections

Collections that take place on a public holiday will not incur extra costs and the operating procedure will remain the same, with the exception of 31 December. Any calls that take place on the evening of 31 December and early morning of 1 January must be booked by no later than the 16:00 on the 30 December.

CRIME ASSIST

1. The service

If the Insured is stranded as a result of the vehicle being stolen or hijacked then the Insurer will provide Group-B car hire for 48 (forty-eight) hours.

a) If the Insured's cellular phone has been stolen as a result of hijacking, the Insured will be provided with a cellular phone loaded with pre-paid airtime to the value of R100 (one hundred Rand).

b) If the Insured's credit card is stolen, the Insured will be provided with a pre-loaded debit card to the value of R500 (five hundred Rand).

c) If the Insured's keys are stolen in a hi-jacking, a locksmith will be provided to assist with opening the locks, up to the value of R1,000 (one thousand Rand).

d) If the Insured's is hijacked at the Insured's residence or a home invasion takes place, a security guard will be placed at the residence for 24 (twenty-four) hours.

e) If the Insured's home has been invaded, the Insured will be provided with hotel accommodation to the value of R1,000 (one thousand Rand).

LEGAL ASSIST

1. 24 (twenty-four) hour legal advice

The Insured and their immediate family has access to a 24 (twenty-four) hour legal advisory services on any aspect of the law such as criminal law, family law, constitutional law, child law, labour law, motor law, etc.

2. 30 (thirty) minute free consultation

In the event that any matter requires further legal action, the Insured will be referred to a lawyer forming part of our national network for a direct free 30 (thirty) minute consultation.

3. Free standard legal documents

The Insured will be provided with a purchase, sale, lease or prenuptial agreement, employment contract, etc at his/her request. This will include advice on each of the documents and the procedures and principles that apply.

GEYSER REPLACEMENTS

1. The Insurer will provide a geyser replacement service and maintain control over the costs of geyser replacement to ensure that these costs are kept to a minimum by providing a branded name under the IUM name.

2. The repairs will be done only on verification of the policy holder's details and within the specific requirements of any excess fee structures. Set costs per geyser category will be agreed upon.

3. All service providers will be recognised with IOPSA (Institute of Plumbing South Africa).



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