



**RTU-SURE**

**Comprehensive Taxi Insurance Cover**

**Underwritten by: Renasa insurance Company (PTY) LTD**

Reg. No. 1998/000916/06

FSP Licence No. 15491



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Signed on behalf Of Renasa Insurance Company Limited

Personal Lines Underwriting Manager

## 1. AGREEMENT AND CONSENT OF THE INSURED

Thank you for choosing RTUSURE Taxi Insurance Cover underwritten by Renasa Insurance Company Limited (Your Insurer). Your insurance consists of the information you have provided and the proposal form, this policy wording, your policy schedule, all written correspondence, and any verbally recorded agreements. It is very important that all the information contained on your policy schedule is correct. Incorrect information may influence the outcome of your claim and the validity of this contract. If any details are not correct, or if any details have changed, please contact your broker immediately to have your insurance schedule updated. Your authorisation and commitment to your insurer:

1. I acknowledge that the sharing of insurance information for underwriting and claims purposes (including credit information) between insurers is in the public interest as it enables insurers to underwrite policies and assess risks fairly and to reduce the incidence of fraudulent claims with a view to limiting premiums.
2. On my own behalf, and on behalf of any person I represent herein, I hereby waive my right to privacy with regard to underwriting or claims information (including credit information) that I provide, or that is provided by another person on my behalf in respect of any insurance policy or claim made or lodged by me.
3. I grant express authority to the insurer to have access to telematics data gathered by the vehicle tracking company in the event of a claim, or for any underwriting and premium rating purposes.
4. I undertake to disclose to the Insurer any material facts including but not limited to civil and criminal matters involving myself and/ or any co-insured, as well as previous or current or pending judgements and/ or summonses and/ or pending court cases and/ or pending litigation that could involve any individual that might benefit from the cover provided in terms of the policy and that might affect the Insurer's decision to accept the risk. The information requested must cover a period of no less than 5 (five) years prior to the inception date of the current policy.
5. I agree that the proposal and/or any declarations that I have made are the basis of the contract and form part of this policy.
6. I acknowledge that the insurance information provided by me may be stored in the shared database and used as set out above as well as for any decision pertaining to the continuance of my policy or the meeting of any claim I may submit.
7. I consent to such information being disclosed to any other insurance company or its agent

8. I give consent to Insurer to access information to 3<sup>rd</sup> Party providers
9. I acknowledge that the information may be verified against legally recognized sources or databases.

**The commencement date** (start date) of your cover is the date on which you and your insurer agreed that the policy should start. The first premium must also be paid by this date.

**The contract will not incept until the first premium is received by the Insurer.**

**Your monthly premium** is the amount that you need to pay every month on the agreed payment date, by debit order, to enjoy the insurance cover. Please note that you will always pay for insurance in advance. Please note that in the event of the first premium being unpaid, the policy will be considered as “Not taken up” and will automatically be cancelled. Only from the second month of premium collection will you have a grace period of 15 (fifteen) days from the date of payment that has been agreed between you and your insurer (as noted on your policy schedule), to correct the situation and request that the premium be resubmitted during this grace period.

If the premium remains unpaid, you'll unfortunately not be covered for the full period that would have been covered by this unpaid premium. Should any incident happen for which you want to claim during this 15 (fifteen) day grace period, the approval of such a claim will only be considered once your insurer has received your premium payment in full, and no later than the 15 (fifteenth) day of the grace period.

**Please note:** If your insurer does not receive the payment of premium for 2 (two) months in a row, your insurer will immediately cancel your entire policy and you'll no longer enjoy cover. Remember, no premium paid = no cover.


To ensure continuous, peace-of-mind cover, please make sure that there's enough money in your bank account every month, on the date that you asked your Insurer to deduct your premium.

**You may cancel your policy** at any time and with immediate effect. If you do, your insurer will refund the relevant portion of your premium, provided that no valid claim has been submitted for that period. Your Insurer may also cancel your policy by giving you 30 (thirty) days' notice in writing to your last known address. Your policy will automatically cancel when your monthly premiums are not paid for 2 (two) consecutive months. Your policy and cover will end on the final day of the month for which you last paid your premium.

**You may make changes to your policy** at any time. Any change you make will be effective from the time and date agreed to. An updated policy schedule will then be sent to you. Please check that the changes were made just as you had requested. Please note that your insurer may also make changes to your policy, as and when your insurer may deem it necessary to do so, by giving you 30 (thirty) days' notice in writing to your last known address.

**If you need to claim** for a valid insurable event and your premium has been paid in full, you'll be expected to pay the basic excess amount, as stated on your policy schedule, and You may also be expected to pay any of the additional excess amounts (**please refer to your policy schedule**).

The purpose of your insurance is to put you in the same financial position you were in before any insured event, loss or damage occurs. In order for you to be properly indemnified in the case of a valid claim, you need to have been insured for the correct amount. Your policy schedule will show the amount for which you are insured as well as the first amount that you must pay in the event of a claim.

-  Your insurer has the choice to settle your claim in any of the following ways:

- Paying out cash to you – only for a total loss, hijacking or theft claim
- Repairing the damage at a repairer of the insurer’s choice.
- Replacing the item at a supplier of the insurer’s choice.
- Any combination of the above.

**Please note: Where any item claimed for is financed, we’ll first pay the finance institution, before paying over the balance of the settlement amount to you.**

Our indemnity to you includes loss of or damage to the vehicle, third party liability and **compensation in terms of personal accident cover (only if stated in the schedule to be applicable).**

## 2. GENERAL CONDITIONS

### 2.1. DEFINITIONS

Unless specifically stated to the contrary in this policy:

2.1.1 Any one gender shall include the other

2.1.2 The singular shall include the plural and vice versa.

2.1.3 Unless otherwise stated, you / your / yours / yourself / the insured means the policyholder named in the schedule.

2.1.4 We / us / our / your insurer/ the insurer means Renasa Insurance Company Limited.

2.1.5 Excess / First amount payable means the amount payable by you in respect of any claim. This includes basic and additional excesses.

2.1.6 Employee means any person whilst employed by you under a contract of service or apprenticeship, any person while hired or seconded from any other party into your service and which you have the right at all times to govern, control and direct in the performance of his/her work in the course of the business.

2.1.7 Damage mean the “physical loss of, destruction of or damage to” and wherever the word damaged appears it means “stolen, destroyed or damaged as a direct result of a defined event.”

2.1.8 Occurrence means an event or series of events arising from any one defined event for which indemnity or compensation is provided by this policy

### 2.2 INTERPRETATION

The policy together with its schedule and any endorsements, that may be issued from time to time, shall be read as one document. Any word or expression that is given a specific meaning shall have the same meaning wherever it appears. Headings are inserted for ease of reference only and to help the Insured find the information they are looking for and are not intended for the purpose of interpreting the policy.

### 2.3 OBSERVANCE OF POLICY TERMS

Our liability is conditional on the observance of the policy terms by any person claiming indemnity, compensation or benefit.

## 2.4 PREVENTION OF LOSS

You and your driver(s) or employee(s) must take all reasonable precautions to prevent loss, damage, accidents and the incurring of legal liability and you may effect emergency repairs to your property to prevent further damage, but subject to the specific maximum limits as stated in the applicable wording and policy schedule. You and your driver(s) or employee(s) must take all reasonable steps to maintain the vehicle in an **roadworthy** condition as envisaged by the National Road Traffic Act (Act No. 93 of 1996) (or any replacement legislation) and the Insurer shall, at all times, have free and full access to examine the vehicle or any of its components or any of your driver(s) or employee(s).

In the event of any accident or breakdown the vehicle must not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle is driven before the necessary repairs are effected, any extension of the damage or further damage to the Vehicle will be entirely at your own risk.

It is the insured's responsibility to ensure that at all times the insured vehicle is roadworthy, and has a valid road worthiness certificate or certificate of fitness (C.O.F). The following Roadworthiness examples are not limited to the exhaustive list of roadworthiness factors that can contribute to the cause of an accident which will result in a claim been rejected by the insurer:

- The tyre tread on any tyre must never be below the legal limit
- The brake pads must be replaced when the thickness of the friction material is at 2mm thick, or when uneven wear is evident on the brake pads
- Vehicle servicing intervals remain the responsibility of the insured to ensure that the vehicle is maintained in a roadworthy condition and to ensure its safe use.

## 2.5 CLAIMS PROCEDURE AND REQUIREMENTS

- 2.5.1 If an event occurs giving rise to or is likely to give rise to a claim you must notify us within 30 (thirty) consecutive days of the event coming to your knowledge and provide us with the following:
- particulars of any other insurance covering the same event;
  - details of the event in writing;
  - such proofs, information and sworn declarations we may require from time to time to substantiate or deal with the claim; and/or
  - any documents or details of any communication received in connection with a claim.
- 2.5.2 You may not make any admission of blame or accept liability, make any statement, offer or promise of payment or indemnity, to any other parties that may be involved in the claim, without our written consent, failing which, you may forfeit every and all indemnity in respect of all sections of this policy.
- 2.5.3 You must report motor accidents whether involving third parties or not, any incidents of theft or malicious damage to any insured property or any incidences that might involve no own damage but only third-party damage to the police and the insurer within a reasonable time.
- 2.5.4 Your insurer may take over and conduct the defense or settlement of any claim and have the right to use your name for this purpose.
- 2.5.5 You must provide all information and assistance required by us as and when requested that could enable your insurer to obtain indemnity from other parties failing which your insurer reserves the right to call for it from any other legitimate source.

- 2.5.6 You must notify your insurer immediately as soon as you become aware of any inquest or impending prosecution or legal proceedings in respect of any event which will or may give rise to a claim against you whether you have own damage to your vehicle or not.
- 2.5.7 If we reject or dispute the claim or dispute the quantum of a claim made under any section of this policy you will have 90 (ninety) consecutive days after the notice of rejection or dispute, within which time you can make representation to us in respect of such rejection or dispute. We will be relieved of all liability unless summons is served on us within 180 (one hundred and eighty) consecutive days after the expiry of the 90 days which you have in which to make representation.
- 2.5.8 The finalization of any claims in terms of this policy (excluding Motor Liability and Personal Accident claims) will prescribe after 12 (twelve) calendar months from the date of reporting the claim to the Insurer and/ or their mandated representative. If the claim is still outstanding after the prescribed 12 (twelve) months due to pending response and/ or documentation from the Insured, and provided that the claim is then not subject to a pending court case, it will be considered as Not taken up and finalized accordingly.
- 2.5.9 The insurer retains the right to request proof of the cellphone activity of the driver and telematics activity of the vehicle, at the time of the incident, prior to accepting liability in respect of a claim.
- 2.5.10 **Cover in respect of the policy is limited to the policyholder, employees, spouse and immediate family members only, provided that the driver at the time is in possession of a valid driver's license and a PrDP, and the vehicle is being driven with the explicit consent of the registered owner of the vehicle. No claims will be accommodated in the event of the vehicle being driven by anyone else.**
- 2.5.11 Your insurer has the choice to settle your claim in any of the following ways:
- Paying out cash to you provided that the vehicle is not financed in which case the settlement to the bank will take preference over any payment due to you
  - Repairing the damage at a repairer of the insurer's choice. The insured may not take the vehicle to a repairer that is not approved by the Insurer. **Repairers that are not approved may affect the warranty on the vehicles.**
  - Replacing the item at a supplier of the insurer's choice.
  - Any combination of the above.
- 2.5.12 Provided the overall amount payable by the Insurer does not exceed the limit of indemnity less the first amount payable and additional excesses:
- The cost of importing replacement parts in respect of repairs carried out by the Insurer's approved repairers is included. If any part, accessory or fitment needing to be repaired or replaced, following insured damage to the vehicle(s) described in the schedule, is unobtainable in the Republic of South Africa, our liability is limited to payment of an amount equal to the value of a standard readily manufactured part, accessory or fitment at the date of loss or damage, but not exceeding the manufacturer's latest listing price.
  - If the vehicle is out of the manufacturers' warranty period, it is at the insurers' sole discretion whether new, used or alternative parts will be used for the repair of the vehicle. These parts will only be used on non-critical safety components. Critical safety components must comply with the manufacturers' specifications (OEM) and standard of quality;

- If the part necessary for the repair of a Vehicle is not available in the Republic of South Africa as a standard ready-made part, then the Insurer will pay an amount equal to the value of the part at the time when the loss or damage occurred inclusive of the reasonable cost to transport the part to the repairer. It is incumbent upon you to ensure that the repair is actually carried out and the Insurer reserves the right to endorse the policy accordingly.

2.5.13 Betterment: If your claim is valid, it is not the intention of this policy to make old vehicles new or to put you in a better financial position than before the claim. Where new parts are fitted to replace old and worn parts which have suffered a breakdown, and this results in your vehicle being in a better condition than before the breakdown, payment by you towards the cost of repair may be required. An example would be where new parts or components are fitted due to the unavailability of parts in a similar condition to those which have been damaged. The Insurer reserves the right to use good quality aftermarket (generic) and or second hand parts on vehicles out of warrantee.

## 2.6 TELEMATICS AND TRACKING DEVICE WARRANTY CLAUSE

Cover in respect of the vehicle is subject to the fitment of a tracking device ( for vehicles with a retail value more than R80 000 (eighty thousand rand)) and an inspection on the vehicle. The following conditions will apply in this respect:

- Theft and hijack cover will be excluded until proof of fitment of the Tracking device, and a vehicle inspection certificate is provided to the Insurer.
- The insured must ensure they always pay the subscription fees required by Tracking Device Company and keep these payments up to date.
- The insured must ensure that the device is frequently tested with the service provider and repaired immediately if it is found to be not working correctly.
- The insured must ensure that the tracking device is kept in fully operational order in terms of a contract with the service provider throughout the currency of this policy. Should it be established that you have not complied with this warranty, we may decline to indemnify you for loss or damage arising from theft or any attempt thereat.

## 2.7 CONTRACTUAL RELATIONSHIP BETWEEN THE INSURED AND DRIVER

If the insured vehicle is driven regularly by any person who is not the insured, it is required that an explicit written contract be in place between the insured and the regular driver which stipulates the terms of use of the vehicle. Such contract is to be made available to the insurer upon request in order to verify the nature of the relationship between the insured and the driver. Please note, if the insured vehicle is used primarily by any individual other than the insured (including but not limited to an employee, lessee or independent contractor), it remains the responsibility of the insured to make sure that the conditions applicable in terms of cover provided by this policy are adhered to.

## 2.8 DESCRIPTION OF USE CLAUSE

The purposes of cover is for business use, excluding, social, domestic, hiring-out, racing or other contests, rallies, trials, carriage of explosives, or carriage of any passengers exceeding the capacity for which it is constructed or licensed to carry or use for any purpose in connection with the motor trade.

The use of the insured Vehicle must be consistent with your stated business activity, namely the carrying of fare-paying passengers. Vehicles are categorized as follows:



- Minibus – Vehicles designed for carrying no less than 7 and no more than 18 passengers, including the driver
- Midibus – Vehicles designed for carrying no less than 19 and no more than 36 passengers, including the driver.
- Sedan Taxi (shuttle) – Vehicles designed for carrying no more than 7 passengers, including the driver.
- Metered Taxi - Vehicles designed for carrying no more than 7 passengers, including the driver and is fitted with a distance and/or time meter for the purpose of calculating the fair that is owed by the passengers

## 2.9 REBUILT/REINSTATED VEHICLES REGISTERED AS CODE 3

In the event of theft or total loss of the insured vehicle, claims settlement will not be based on retail value. We will not pay more than 70% (seventy percent) of the market value as determined by the motor trade, or the amount shown on a valuation certificate (by an approved and recognized valuator) that you supply to us prior to the theft/total loss of the vehicle, whichever amount is the greater, not exceeding the limit of indemnity shown in the schedule, less the First Amount Payable. The valuation certificate must not be older than one year at the time of loss. Proof of initial repairs, prior to the vehicle being placed on cover, will be required at the inception date of the item

## 2.10 OTHER INSURANCES

If the loss, damage or liability is covered by any other insurance, other than Personal Accident, we will not pay more than our ratable proportion of the claim. Provided that if the other insurance is more specific than that provided by our policy, we will only contribute towards any shortfall if the insured amount is insufficient to compensate you for your loss.

## 2.11 CANCELLATION

- 2.11.1 Monthly policy: You may cancel this policy or any section of it immediately by giving us notice in writing. We may cancel or amend this policy or any section of it by giving you 30 (thirty) consecutive days' notice in writing, sent to your last known address.
- 2.11.2 Annual policy: We may cancel or amend this policy or any section of it by giving 30 (thirty) consecutive days' notice in writing sent to your last known or nominated address or you may cancel this policy or any section of it immediately by giving us notice in writing. If you cancel the policy, we may retain the customary short period or minimum premium. If we cancel the policy, you may claim a proportionate refund provided that there have been no claims in the period of insurance. If any claim was submitted during the period of cover, the Insurer will retain the right to refund a fair balance of the premium.
- 2.11.3 Premium Payment: Your policy will automatically be cancelled if the premium is returned for the following reasons:
  - If the premium is returned by the financial institution as “No authority to debit” or “Debit order in contravention of payee’s instruction” or “Payment stopped”, the policy will cancel from the first date that the premium was due.
  - If the first premium payment (pro rata premium or first monthly premium) is returned as unpaid for whatever reason (except an error by the financial institution), the policy will be considered as “Not taken up” with effect from the inception date of the policy and all cover in respect of the policy will be forfeited. The 15 (fifteen) day grace period for the payment of premium will not be applicable in this

instance and we reserve the right to not accept any further premium payments on the policy and any subsequent premiums that might be debited against your accounts will be refunded accordingly.

- If any policy has been cancelled due to non-payment of the initial policy premium and / or due to 2 (two) consecutive unpaid premiums, the policy may be reissued only once with the written consent of the Insurer. **No reinstatement or backdating of the inception date will be considered.**
- If your premium debit is returned unpaid as “**Not provided for**”, we may allow a resubmission of the debit within the grace period. If that resubmission is also not successful, we will submit a double debit on the next collection date.
- If the double debit is returned unpaid, there will be no further grace period granted and the policy will be cancelled automatically. You will not have cover for the two consecutive months of non-payment.

2.11.4 **Cash or EFT payments of premiums will ~~only~~ be accepted on all policies. The policy holder must ensure that the payment is correctly referenced (Policy Number or ID Number) and payment is made on or before the collection date stated on the schedule.**

2.11.5 All requests for the reissue of a cancelled policy will only be considered if the Insurer receives a signed No Claims declaration from the Insured and a new inspection certificate.

2.11.6 We may change the amount of premium payable under this Policy at any time but if we do, we will give you thirty 30 (thirty) days written notice of the change.

2.11.7 Your monthly policy premium is payable monthly in advance and must be paid on the agreed payment date. If we do not receive your premium by the agreed due date, a 15 (fifteen) day grace period will be granted by us. Should you have a claim during the grace period of fifteen (15) day, we will not finalize the claim until we have received confirmation that all outstanding premiums have been paid. We shall not be obliged to accept any late payments, other than payments within the period stipulated above, which may result in the policy being unable to respond to any claim submitted against the policy. This grace period will only be applicable from the second month after the inception date of the policy.

2.11.8 Your annual policy premium is due and payable on or before inception date or renewal date as the case may be. We shall not be obliged to accept the premium that is tendered to us after fifteen (15) days from inception. If we do not receive your premium within fifteen (15) days after the due date, you will not have any cover and the Policy shall lapse automatically from midnight (24h00) on the day before the due date. The policy may then not be reinstated but may be reissued with effect from the date that the full annual premium is received by us.

## 2.12 STATUS OF DRIVERS LICENCES AND PROFESSIONAL DRIVING PERMITS

- If during the currency of this policy, your driver’s License or driving permit or that of your authorized driver is endorsed, suspended or cancelled or if you or your authorized driver is charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the Insurer immediately. A claim may be rejected if the driver at the time of loss does not hold a valid driver’s license and PrDP whether the vehicle was used business or not.
- It is a condition of this policy that you and all drivers are licensed to drive the vehicle and in possession of a valid driver’s license and a PrDP in terms of legislation applying to the territory where the vehicle is being used. If a license is subject to renewal, the driver must have held and not be disqualified from holding or obtaining such a license.

- This condition will not apply if the vehicle is being driven by you (or any person with your consent) while learning to drive, and legislation relating to learner drivers is being obeyed Any driver will be deemed to be licensed to drive the vehicle if noncompliance with any licensing legislation is solely because of failure to renew any license that is subject to periodic renewal. A maximum period of 30 (thirty) days after the expiry date of any license will be allowed for the renewal of such expired license.

### 2.13 RIGHTS TO OTHER PEOPLE

Unless otherwise expressly stated by endorsement hereon, nothing contained herein shall give any rights against the Insurer to any person or entity other than you. The Insurer shall not be bound by any passing of your interest otherwise than by death or operation of law unless the Insurer shall hereon declare the Insurance to be continued. The extension of the Insurer's liability in respect of any person or entity other than you shall give no right of claim hereunder to such person or entity the intention being that you will, in all cases, claim for and on behalf of such person or entity and your receipt shall, in any case, absolutely discharge the Insurer's liability hereunder.

### 2.14 CHANGE IN RISK

We may decline to indemnify or compensate you for loss, damage, accident or liability under any item or section if the risk is materially increased without our knowledge and consent or in the event of any material misdescription, misrepresentation or non-disclosure either at the original inception date of such item/ section/ policy or at the time of submitting a claim in respect of such item / section. The Insurer must be notified immediately of any permanent change of address relevant to the insured sections **within 7 (seven) days of such change taking place**. This is to ensure that you remain adequately insured at all times and that the terms, exceptions and conditions of the policy are not compromised.

### 2.15 FRAUD

If a claim is made which is in any way unfounded or fraudulent or intentionally exaggerated or if any false declaration or statement is made in support of the claim or if any loss damage or liability is caused by the willful act or with your connivance, all benefit under this policy will be forfeited.

### 2.16 TOTAL LOSS OF PROPERTY

If, as the result of a defined event, the vehicle is treated as a total loss by the insurer then all cover in respect of such vehicle shall terminate from the 1st day of the month following such total loss and no refund of premium shall be payable.

### 2.17 JURISDICTION AND TERRITORIAL LIMITS

- This policy is subject to the laws of the Republic of South Africa whose courts shall have sole jurisdiction to the exclusion of the courts of any other country. Payments shall be made in the currency of the Republic of South Africa unless otherwise allowed by the Insurer.
- We are not liable for the following: Loss, damage, injury or liability caused, sustained or incurred beyond the territorial limits of the Republic of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Zambia and Zimbabwe.

### 2.18 TAX CHARGED IN TERM OF THE VALUE-ADDED TAX ACT, 1991, AS AMENDED.

In terms of the Binding General Ruling 14 issued by the South African Revenue Service (SARS) on 22 March 2013, all sum insured values, premiums, fees and commission amounts reflected on the policy schedule include VAT at 15%.

## 2.19 GENERAL EXCLUSIONS

- Any claim which is in any respect fraudulent in event or in amount claimed.
- Any claims as a consequence of racing, speed or other contests, rallies, driving on a racing track and driving on off-road terrain.
- Loss, damage or bodily injury deliberately caused by you or any person acting in collusion with you.
- Any claims by you or by a dependent member of your family, driver or by any employee as a consequence of your condition or conduct resulting from an accident caused by or attributable to:
  - Your participation in any riot, civil commotion, labour disturbance, strike or lockout or public disorder or any calculated act or activity, directed to bring these about;
  - Your willful misconduct, intentional self-injury or suicide;
  - Any serious physical or mental defect or infirmity from which you were suffering before the accident; ☐ while under the influence of intoxicating liquor or drugs or while the concentration of blood alcohol exceeds the statutory limit (unless prescribed by a medical practitioner other than yourself and taken in accordance with medical advice); and in a condition that does not comply with the provisions and regulations of The Road Traffic Ordinances of the Republic of South Africa or any similar legislation that applies to the territorial limits referred to in terms of this policy.
  - Overloading of the vehicle in contravention of the provisions of the National Road Traffic Act (Act No. 93 of 1996) (as amended) or any replacement legislation.
  - The performance or attempt to perform:
    - any calculated act whether on behalf of any organization, body or group of persons, 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, or
    - any calculated act, directed to bring about destruction or damage or bodily injury, 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.
- This policy will not apply to any occurrence directly or indirectly caused by, resulting from or in any way attributable to taxi violence or disputes between individuals or groups involved in the taxi industry or any act calculated to bring about any of these situations or the act of any lawfully established authority in controlling, preventing or suppressing or in any other way dealing with such actions. This cover will also be excluded from the SASRIA section of the policy. (South African Special Risks Insurance Association)
- The insurer shall not be held liable for any accident, injury, loss, damage or liability whilst the vehicle being used is in a condition that does not comply with the National Road Traffic Act 93 of 1996, The National Road Traffic Regulations 2000 and/or any other applicable or subsequent legislation and/or regulations providing for the use of vehicles on a public roadway in South Africa or any equivalent legislation applicable to countries within the territorial limits.
- There will be no theft or hijacking cover under this policy if the insured vehicle is voluntarily handed over to the alleged thief or hijacker without threat of violence or is the subject of a fraudulent sales agreement.
- **There is also no cover under this policy if the insured vehicle is rented or hired out to a third party and is no longer under the control of the insured or a driver employed by the insured.**

- There is no cover for theft or malicious damage caused by you, partners, directors or employees (including the Driver of the Insured Vehicle whether employed on a temporary or permanent basis)
- War, Riot and Terrorism: this policy does not cover loss of or damage to property or bodily injury related to or caused by:
  - which is calculated or directed to bring about any of the foregoing;
  - war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
  - 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;
  - Insurrection, rebellion or revolution;
  - any act (whether on behalf of any organization, 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;
  - any act which is calculated or directed to bring about destruction or damage or bodily injury 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.

**Please Note:** If we allege that by reason of the above exclusions, loss or damage or bodily injury is not covered by this policy, the burden of proving the contrary will rest on the insured.

- 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 (No 85 of 1976) or any similar Act operative in any of the territories to which this policy applies.
- Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which could 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 Exclusion 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 organization 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.
- 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:
  - ionizing, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
  - nuclear material, nuclear fission or fusion, nuclear radiation;
  - nuclear explosives or any nuclear weapon;
  - 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 exclusion only, combustion shall include any self-sustaining process of nuclear fission

- Consequential loss or damage from any cause whatsoever, depreciation of any nature which will also mean a decrease in the value of the insured vehicle however it arises, consequent upon having sustained damage insured against and continuing after repair of such damage, wear and tear and mechanical or electrical breakdown, failure or breakage.
- Confiscation and Attachment: the insurer shall not be liable for any loss, damage, cost or expense directly or indirectly arising from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, SA Police Services, crime prevention units or other officials or authorities.
- Pollution and contamination exclusion: this policy does not cover any loss, damage, costs or expense directly or indirectly arising from contamination, pollution, soot, deposition, impairment with dust, chemical precipitation, adulteration, poisoning, impurity, epidemic or disease or due to any limitation or prevention of the use of objects because of hazards to health. This exclusion does not apply if such loss or damage arises as a direct consequence of the perils (fire, lightning, explosion, impact of aircraft, vehicle impact, sonic boom, malicious damage, storm, hail, flood, inundation, and earthquake) or physical damage of the type insured by the original policy. If a peril not excluded from the original policy arises directly from pollution and/or contamination any loss or damage arising directly from that peril shall be covered. All other terms and conditions of the policy shall be unaltered and especially the exclusions shall not be superseded by this clause.
- Terrorism, contamination and explosive exclusion: it is agreed, that regardless of any contributory causes, this policy does not cover any loss, damage, costs or expenses directly or indirectly arising out of biological or chemical contamination, missiles, bombs, grenades, explosives due to any act of terrorism. For the purpose of this endorsement an act of terrorism means an act, including but not limited to use of force or violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or Government(s) and/or to put the public, or any section of the public, in fear. Contamination means the contamination, poisoning or prevention and/or limitation of use of objects due to the effects of chemical and/or biological substances. If the insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy the burden of proving the contrary shall be upon the insured.
- Sanction limitation and exclusion clause: this insurance policy is not deemed to provide cover and we are not liable to pay any claim or provide any benefit hereunder, to the extent that the provision of such cover, payment of such a claim or provision of such a benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- A claim may be rejected** if the driver at, or just prior to the time of the accident, is found to be driving recklessly, and this driving contributes to the cause of the accident. Reckless Driving can be described as, but not limited to the following:

  - Driving through a red traffic light;
  - Texting and messaging or speaking on a cellular phone while driving;
  - Driving at a speed more than 20 kilometers above the official speed limit of the road;
  - Failing to give proper signals;
  - Disobeying road safety signs.

## 3. SECTION 1: MOTOR VEHICLE(S) COVER

### 3.1 DEFINITIONS

- For the purpose of this section motor vehicle means:
  - Motor cars (including station wagons, and similar vehicles designed to seat no more than 6 persons, including the driver)
  - passenger carrying vehicle with a gross vehicle mass not exceeding 3 500kg, listed in the schedule and owned, hired or leased by you or on loan to you, or
  - any vehicle (and its spare parts and accessories) hired, leased or temporarily used by you as a replacement for your own insured vehicle while your vehicle is being overhauled, serviced or repaired by a member of the motor trade, provided that our maximum liability will not exceed the limit of indemnity of your replaced vehicle, listed in the schedule, and the description of use is the same as for the replaced vehicle.
- For the purpose of this section retail value means the retail value of your vehicle as indicated in the Auto Dealers' Guide by Mead and McGrouther. We may adjust the retail figure shown in the Auto Dealers' Guide to take into account pre-loss condition, mileage (kilometers), corrosion or other factors that the motor trade consider when determining the retail value of vehicles.

### 3.2 OUR COVER PROVIDED TO YOU

Loss of or damage to the vehicle:

- If the vehicle or any part of it is lost or damaged, we will at our option indemnify you by paying for its repair by an approved repairer, or replacement or the amount of the loss or damage, less the First Amount Payable. If the vehicle is the subject of an instalment sale or lease agreement, any money due to you will be used first towards the repayment of the debt in terms of such an agreement. The receipt of the owner(s) referred to in the agreement will be a complete discharge to us for the repayment.
- The maximum amount payable by us is as follows:
  - If, within 3 (three) consecutive months of first registration the vehicle is:
    - stolen or hijacked and not recovered and returned to us, or
    - damaged, and the assessed cost of repairs exceeds 70% of the current new retail price, including value-added tax (VAT),the current purchase price of a new vehicle of the same or a similar model, or the limit of indemnity shown in the schedule, whichever is the lower, less the First Amount Payable.
  - If the vehicle is lost or damaged more than 3 (three) consecutive months after first registration, the limit of indemnity shown in the schedule or the **reasonable retail value of the vehicle at the time of loss or damage**, whichever is the lower, less the First Amount Payable.
  - In the event of you being indemnified in terms of the above, no premium refund will be made for the unexpired period of insurance.

- If the vehicle is hijacked, stolen or written-off, the claim settlement value will be calculated as follows:
  - The Retail Value as stated in the “TransUnion Auto Dealers’ Guide” for the month that the claim occurred;
  - Plus any specified Fitted Extras, as well as specified Conversion Costs, depreciated at 1.25 % per month from cover inception;
  - Less any adjustment as per the Kilometres and Condition Chart in the above Guide, as well as any old damage as determined by the appointed Assessor
  - If the Vehicle does not have a Retail Value reflected in the TransUnion Auto Dealers’ Guide, then the Sum Insured will be depreciated on a monthly basis by the amount of 20 % per annum (1.67 % per month), commencing from the date of inception of cover, or from the latest adjustment to the Sum Insured, whichever is the most recent. This depreciation will be calculated on an annual basis, so that the adjusted Sum Insured will apply after each 12 month period.

### 3.3 PROTECTION AND REPAIR COSTS

If insured loss or damage occurs:

- we will pay the reasonable cost of storage, protection, towing and removal of the vehicle to the nearest repairer or place of safety pending repair, up to an amount of R7500 (if RTU Assist is used, this limit falls away) or R1500 if RTU Assist is not used.
- You may authorise repairs (excluding glass repairs) to the vehicle for **up to R5 000** (five thousand Rands) without our consent, provided that a detailed quotation is given to us as soon as practicable after repairs have been carried out.

### 3.4 DELIVERY AFTER REPAIR

- After repair, we will pay the reasonable cost of delivering the vehicle to your address in the Republic of South Africa.
- Provided that in respect of a defined event in Mozambique or Zimbabwe:
  - You will bear the expense of transporting the vehicle to the border post into the Republic of South Africa and the insurer will thereafter pay in terms of this section the reasonable cost of removal from the said border post to the nearest repairers in South Africa. The insurer shall not be liable for any loss of or damage to the vehicle or any part of it subsequent to the accident until it passes through the said border post.
  - In the event that you do not transport the vehicle to the said border post on the basis of the vehicle being a total loss, then the onus of proving a total loss shall rest upon you and failure to do so will relieve the insurer of all liability in terms of this policy.
  - The insurer shall not be liable for loss of or damage to the vehicle arising from theft or hijack or any attempt thereat.
  - The maximum amount payable by the insurer in respect of:
    - Towing costs will be limited to R2,500 (two thousand five hundred Rand)
    - Storage costs will be limited to R2,000 (two thousand Rand)

### 3.5 MEDICAL EXPENSES

If any passenger(s) in the vehicle is injured as a direct result of an accident, we will pay the medical expenses in connection with the injury, **up to R5 000** for each passenger injured.



### 3.6 WINDOW GLASS

We will pay for damage to window glass of the vehicle without alteration of the claim-free bonus status, but you will pay the window glass excess amount shown in the schedule, of every claim.

### 3.7 LOSS OF KEYS

We indemnify you, up to R5 000 of any one claim for the replacement of your insured vehicle's locks and keys, including any remote alarm control and reprogramming of the alarm system if necessary, following upon the loss of your insured vehicle's key or alarm control or damage to locks caused by theft or attempted theft, or if you having reason to believe that an unauthorised person may be in possession of a duplicate key or alarm control. Payment will be made without alteration of the claim-free bonus status or application of an excess.

### 3.8 WRECKAGE REMOVAL COSTS

**In addition to the limit of indemnity** shown in the schedule, we will pay the reasonable costs and expenses (excluding towing and storage) incurred by you for removing debris or wreckage of an insured vehicle, not exceeding an amount of R10 000.

### 3.9 FIRE EXTINGUISHING COSTS

**In addition to the limit of indemnity** shown in the schedule, we will pay any costs not exceeding R5 000, related to the extinguishing or fighting of fire, provided that you are legally liable for such costs, and your vehicle was on fire or in danger of being damaged by fire.

### 3.10 ESSENTIAL ALTERATIONS

If you are permanently and totally disabled as a direct result of a motor accident, and as a result of the disability, you are permanently dependent on a wheelchair for mobility, we will, **in addition to any amount payable**, contribute towards the purchase of a wheelchair and/or alterations to your private motor vehicle to facilitate the use of such a wheelchair, provided that our liability for such costs resulting from an accident or series of accidents arising from one cause does not exceed R50 000 for any one event.

### 3.11 SPECIAL EXCLUSIONS TO SECTION 1 - MOTOR VEHICLE(S) COVER

We shall not be liable to pay for:

- consequential loss arising in any way whatever depreciation in value whether or not resulting from repairs following a defined event or otherwise, wear and tear, gradually operating causes, mechanical or electrical breakdowns, failure or breakages;
- damage to tyres by application of brakes or road punctures, cuts and/or bursts caused by obstacles and/or uneven road surfaces or impact with obstacles and/or uneven road surfaces, unless some other part of the vehicle sustains damage at the same time, attributable to the same incident, and the agreed damage is equal to or exceeds R2 500 or the excess/First Amount Payable, whichever is the greater
- damage to the suspension/chassis, springs, and shock absorber by application of brakes or caused by obstacles and/or uneven road surfaces or impact with obstacles and/or uneven road surfaces
- more than R2,000 (Two Thousand Rand) in total in respect of any one claim for loss of or damage to sound reproduction equipment (other than radio and sound equipment installed by the manufacturer of the vehicle when new), two-way radios and vehicle telephone systems after deduction of any first amount payable

specified in the schedule. If radio or sound equipment is specified in the schedule, the value shown is the maximum liability payable in the event of a claim

- damage to the engine, unless some other part of the vehicle is damaged in an accident at the same time or, unless such damage is caused by thieves or persons with malicious intent;
- undamaged parts. Our liability is limited to the cost of replacing the damaged part only and not the value it may have as a pair or set.

## 4. SECTION 2: THIRD PARTY LIABILITY COVER

### 4.1 DEFINITIONS

For the purpose of this section motor vehicle means:

- Motor cars (including kombi, minibus, midi-bus, station wagons, safari vans, and similar vehicles designed to seat not more than 23 persons, including the driver)
- a goods-carrying or passenger carrying vehicle with a gross vehicle mass not exceeding 3 500kg, listed in the schedule and owned, hired or leased by you or on loan to you, or
- any vehicle (and its spare parts and accessories) hired, leased or temporarily used by you as a replacement for your own insured vehicle while your vehicle is being overhauled, serviced or repaired by a member of the motor trade, provided that our maximum liability will not exceed the limit of indemnity of your replaced vehicle, listed in the schedule, and the description of use is the same as for the replaced vehicle.

### 4.2 OUR COVER PROVIDED TO YOU

- In the event of an accident caused by or in connection with the vehicle we will indemnify you against all amounts, including claimant's costs and expenses for which you become legally liable, for death or bodily injury to any person, or damage to property.
- We will pay costs and expenses incurred with our written consent.
- We may arrange for representation at any inquiry into death, or the defense of criminal proceedings arising from any act related to an indemnifiable event.
- In terms of Liability to Third Parties as per points above we will:
  - indemnify any person who is driving or using the vehicle with your permission, provided that such a person:
    - is not entitled to indemnity under any other policy;
    - as though s/he were you, is subject to the terms of the policy as far as these can apply; and
    - has not been refused any motor vehicle insurance;
    - has a valid driver's license;
    - is not under the influence of intoxicating liquor or drugs, unless prescribed by a medical practitioner other than yourself and taken in accordance with medical advice.
  - indemnify you while driving a car or goods-carrying vehicle with a gross vehicle mass not exceeding 3 500kg, excluding damage thereto:
    - not owned by you;
    - and **not being purchased, leased or hired by you under a credit or similar agreement.**

#### 4.3 SPECIAL EXCLUSIONS TO SECTION 2 – THIRD PARTY LIABILITY COVER

We are not liable for:

- death of or bodily injury to:
  - a member of your family normally resident with you;
  - any person being transported in a trailer or caravan;
  - an employee of you or your family who is killed or injured in the course of such employment, or
  - any passenger not being transported inside a vehicle; or upon or entering or getting onto or alighting from the vehicle otherwise than the enclosed passenger carrying compartment of a vehicle designed to carry passengers;
- damage to property:
  - belonging to or held in trust by or in the custody or control of you or your family, or
  - being transported in the trailer or caravan
- compensation provided or insurable in terms of any motor vehicle insurance legislation. However, should a loss be admissible in terms of this section, it will be limited to R1 000 000 (one million Rand), or R500 000 (five hundred thousand Rand) if the driver of the insured vehicle is under 25 years of age, including all costs and expenses in respect of any one incident or series of incidents arising from one event.
- more than R500 000 (one million Rand), including all costs and expenses for death or bodily injury to persons travelling in the vehicle if being driven by a person under 25 years of age;
- and more than R5 000 000, including all costs and expenses for any one accident or series of accidents arising from one event.
- Passenger Liability in excess of R 5 000 000 should be insured via a stand-alone Passenger Liability policy.
- so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been affected.
- injury or damage arising out of the malicious acts, deliberate, conscious, and intentional disregard by the insured, insured's management of the need to take reasonable precautions to prevent any event or circumstances which may give rise to a claim.

## 5. SECTION 3: PERSONAL ACCIDENT COVER (APPLICABLE IF STATED IN SCHEDULE)

### 5.1 DEFINITIONS

- For the purpose of this extension the term “Insured person” shall mean the driver of the insured vehicle, albeit the owner thereof or in the employment of the owner, and the fare paying passengers carried therein up to a maximum number for which the vehicle was designed to carry as at the time of the accident
- The company will pay the amount of compensation shown in the schedule up to a maximum of R200 000 per vehicle any one claim following death arising out of or in connection with an accident involving the insured vehicle.

#### **We are not liable for :**

- No Permanent Total Disability benefits shall be payable
- No compensation will be paid unless a Death has occurred to an occupant of the nominated vehicle and that the death is a direct result of due to an accident involving the nominated vehicle
- This policy will not apply to any occurrence consequent upon;
  - Suicide or any attempt thereat or intentional self-injury;
  - An event insurable in terms of a policy issued by SASRIA Limited taxi violence or wars between individuals or groups involved in the taxi industry or any act calculated to bring about any of these situations or any act of any lawfully established authority in dealing with any of these situations;
  - Accidents which occur as a result of the vehicle being driven off road

### 5.2 COVER PROVIDED TO YOU (DEFINED EVENTS)

- Bodily injury caused by accidental, violent, external and visible means to the insured person (as defined) and arising out of or in connection with any accident caused by or through or in connection with the vehicle described in the schedule (hereinafter referred to as accidental bodily injury).
- The insurer will pay to the insured person or to such person’s nominated beneficiary or estate, the compensation stated hereunder in the event of accidental bodily injury directly and independently of all other causes and within 6 (six) months resulting in death or disability.
- Payment of compensation (applicable to each person separately). We will pay compensation if you sustain bodily injury:
  - by violent external and visible means as a direct result of an accident;
  - are the victim of a violent act of theft, hold-up, hijacking, rape or other unlawful assault that necessitates psychological treatment, up to 10% of the insured amount.
- Repatriation costs: We will pay insured amount in respect of death and reasonable and necessary expenses for the repatriation of your mortal remains to your usual place of residence, up to an amount not exceeding R5000 (five thousand Rands).
- If, within 12 (twelve) consecutive months from the date of the accident the injury causes death, we will pay for each person injured, the insured amount stated in the schedule.
- If, within 12 (twelve) consecutive months from the date of the accident the injury causes permanent disablement, we will pay a percentage of the insured amount stated in the schedule, in accordance with the compensation table below, provided that:
  - if injury is not specified, we apply a percentage consistent with the compensation table below;

- compensation paid for permanent disablement will be deducted from compensation payable for death resulting from the same accident; and
- total compensation does not exceed the insured amount stated in the schedule.

COMPENSATION TABLE

Description of Injury	Percentage of the Insured Amount
Loss by separation at or above the wrist or ankle of one or more limbs (permanent total loss of use of a limb will be accepted as loss of separation) or the irrevocable loss of sight in one or both eyes	100%
<b>Loss of:</b>	
Speech	75%
Four entire fingers on one hand	75%
Entire thumb	25%
Entire index finger	15%
Any other entire finger	6%
All toes on one foot	32%
Entire big toe	4%
Any other entire toe	3%
Hearing – both ears	80%
Hearing – one ear	20%

5.3 EXTENSIONS TO SECTION 3

- Life support equipment: notwithstanding anything contained in the defined events, the 12 (twelve) consecutive month period stated therein does not include any period(s) where the death of such a person is delayed solely by the use, for periods of not less than 3 (three) consecutive days, of life support equipment or apparatus.
- Bereavement expenses: **In addition to the limit of compensation for death**, we will pay you on behalf of such a person’s immediate family, up to R5 000 (five thousand Rand) in respect of bereavement expenses. In the event of such a person having no known immediate family, we are not obliged to make any payment under this extension.
- Mobility: If we compensate such a person in respect of permanent total disablement, and as a direct result of that disability s/he is permanently dependent on a wheelchair for mobility, we will, in addition to any amount payable for permanent disability, contribute towards the purchase of a wheelchair provided that our liability for such costs resulting from an accident or series of accidents arising from one cause does not exceed R10 000 in respect of any one person.

#### 5.4 SPECIAL EXCLUSIONS TO SECTION 3 – PERSONAL ACCIDENT COVER

We are not liable under any insured event or extension for bodily injury, death, permanent disablement or disappearance, resulting from or sustained while participating in:

- Sport:
  - mountaineering necessitating the use of ropes;
  - big game hunting;
  - sport as a paid professional, polo on horseback, steeple chasing, parachuting, winter sports involving snow or ice, ice hockey, parachuting, skydiving or hang-gliding, or
  - speed or duration tests or racing (other than on foot, on a bicycle or in a yacht)
- Motorcycling, motor quad cycling or motor tri-cycling.
- Travelling in an aircraft:
  - not licensed for transporting passengers;
  - piloted by a person not licensed for the purpose for which it was being used, or
  - as a member or acting member of the crew or for trade or technical operation connected with the aircraft.
- Travelling in a war zone, including accidental occurrences, but excluding news reporting, camera and/or film crew activities.
- loss, damage or bodily injury deliberately caused by you or any person acting in collusion with you.
- Maximum Age Limit: your 75th birthday.
- Minimum Age Limit: 25 years
- Disability shall not be payable in respect of any passenger.
- No compensation will be paid unless Death or Permanent Total Disablement occurs within 6 (six) months of the date of the accident.
- Riot: General Exclusions of General Terms & Conditions do not apply to this section.

#### 5.5 CONDITIONS APPLICABLE TO SECTION 3 – PERSONAL ACCIDENT COVER

- The insured person must employ the services of a registered medical practitioner and undergo any treatment the practitioner deems necessary. In addition, the insured person must submit to medical examination at the insurers' expense as often as required by the insurer.
- The insurer will in case of the death of the insured person be entitled to have a post-mortem examination at its own expense.
- Claims are payable in South Africa in South African currency only.

## 6. SECTION 4: Cash Back Plan

Should the insured not claim for 24 (twenty-four) consecutive months and have paid the total premium in 24 (twenty-four) uninterrupted consecutive months, the company will pay to the insured a set percentage (as stated) of the premiums paid in the corresponding period at the end of the twenty fourth month. Should the insured not claim for a further 12 (twelve) consecutive months and have paid the total premium in 12 (twelve) uninterrupted consecutive months the company will pay to the insured a set percentage (as stated in the policy schedule) of the premiums paid for the previous twelve months at the end of the 36th (thirty sixth) month.

## 7. SECTION 5: Loss of Use (APPLICABLE IF STATED IN SCHEDULE)

In the event of a claim being admitted under Section A of the policy the company shall pay to the finance house the following; R250.00 per working day limited to 4 weeks or R4 000 Franchise: 10 days from the date of authorization for repairs to the insured vehicle by the assessor (nominated by the company) provided that:

- The company shall not be liable hereunder if the repair time does not exceed 10 (ten) working days. The company shall not be liable hereunder if the repair costs fall within the first amount payable.
- The liability hereunder shall not exceed the amount stated in the schedule.

## 8. SECTION 6: Excess Reducer (APPLICABLE IF STATED IN SCHEDULE)

Cover under this section is subject to all of the terms, conditions and exclusions detailed in this Policy and in the Policy Schedule. If a valid claim under this policy is subject to the payment of a first amount payable as detailed in section 5 of the Specific Terms and Conditions, this cover will pay the amount stipulated in the policy schedule to reduce the Excess amount on the insured's behalf subject to the following condition:

Cover applies to all Excesses payable under the Policy except any Excess for Windscreen Glass Claims or any additional amount of the Excess paid resulting from the application of any endorsements.

### General Extensions:

#### **Windscreen extension (if stated in the schedule to be included)**

The provisions of this section relating to first amount payable and no Claim Rebate shall not apply to any payment for damage to windscreen glass, side or rear glass forming part of any vehicle.

#### **Provided that:**

- no other damage has been caused to the vehicle giving rise to a claim under the policy
- all such glass will be intact and undamaged, and the company will not be liable for damages in respect of chips, cracks, other damage and/or defects in existence at the inception of this policy
- the damage is not caused by loading of the vehicle or any passenger carried in the vehicle
- the insured shall be responsible for the first amount payable (applicable to glass) stated in the schedule of each and every loss.

#### **Fitted Extras and Conversion Costs**

- Loss of or damage to any specified non-standard (i.e. those that are not factory fitted) extras, as well as any specified Conversion Costs, will only be covered if they are noted in your Policy Schedule. For example, items such as mag rims, tow-bars, bull-bars, boot spoilers, vehicle sign writing and cell phone car kits need to be specified.
- If there is an amount reflected under Taxi Conversion Cost and/or Vehicle Extras Value in the above schedule, this amount will be depreciated on a monthly basis by the amount of 20 % per annum (1.67 % per month), commencing from the date of inception of cover.

## 9. SECTION 7: Abscondment & Violation (APPLICABLE IF STATED IN SCHEDULE)

### **Abscondment**

Abscondment is considered to be in effect when the Finance House does not know where the insured and the insured vehicle are and is unable to locate them. Action must be taken by the Finance House to locate the insured and the insured vehicle no later than 20 days after the last payment was due but was not paid. If the Finance House is unable to find the insured within 30 days after this 20 day time period is complete, we must be notified immediately of a possible Abscondment and the Finance house will have a further 90 days to locate the insured and the insured vehicle. If neither is located, we must be immediately notified once again.

In the event of a valid claim for Abscondment we will pay to the Finance House the Statutory Settlement Balance as defined above, less:

- The First Amount Payable (Excess) as stated in the Schedule of Insurance
- Any amount paid by us in terms of Loss or Damage to the Vehicle
- Any amount refundable to the Insured in terms of the credit agreement as at the date of loss by way of, but not limited to, insurance premiums, including credit life or motor warranty premiums
- Any further or additional amounts added to the principal debt in terms of the Credit Agreement after its date of commencement, and any finance charges and interest thereon

## THIRD PARTY, FIRE & THEFT COVER

- You are covered for damage to your own vehicle caused by fire as well as for injury to other people and damage to their property. Your vehicle is also covered for theft and hijack. Accidental damage to your own vehicle is not covered.
- Insured Events:
  - Loss of or damage to the vehicle caused by:
    - Fire
    - Theft or hijack (including attempted theft or attempted hijacking) of the vehicle
- There is no towing and storage cover
- Liability to Third Parties - This covers legal liability following a vehicle accident which causes death or bodily injury to other people or damage to their property. This includes legal costs which someone else can recover from you and which we agree to pay in order to settle or defend a claim against you. The maximum amount that you can claim for is noted in your Policy Schedule.



## 10. SASRIA - MOTOR POLICY OF INSURANCE FOR SPECIAL RISKS

### SASRIA LIMITED

Reg. No 1979/00287/06

#### MOTOR POLICY OF INSURANCE FOR SPECIAL RISKS

In respect of property as defined

### THE POLICY

#### DEFINITIONS

Wherever the term "SASRIA" is used it shall refer to SASRIA Limited.

Wherever the word "property" is used, it shall be deemed to mean any motor car or vehicle, trailer, implement or machine of any description for specific operational purpose with or without means of self-propulsion capable of being driven or towed on any road and any accessories or spare parts whilst thereon.

WHEREAS the Insured has paid the premium stated in the schedule to this policy (which schedule shall form an integral part of this policy) to SASRIA as consideration for the insurance hereinafter contained in respect of loss or damage occurring during the period of insurance stated in the Schedule of this Policy

NOW this policy declares subject to the terms, exceptions and condition contained herein that SASRIA will indemnify the insured against loss of or damage to the property described in the schedule directly related to or caused by:

- (i) any act (whether on behalf of any organisation, body, 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.
- (ii) 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.
- (iii) any riot, strike or public disorder, or any act of activity which is calculated or directed to bring about a riot, strike or public disorder.
- (iv) any attempt to perform any act referred to in clause (i), (ii) or (iii) above.
- (v) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii), (iii) or (iv) above.

**NOTE:** In this Policy, the term "public disorder" shall be deemed to include civil commotion, labour disturbances or lockouts.

SASRIA may at its option repair or replace such property or any part thereof or may pay in cash the amount of the loss or damage not exceeding the reasonable market value of the property insured in the schedule of this policy subject always to Condition 8 of this policy. If the property insured is the subject of a hire purchase or similar agreement and the seller or lessor (hereinafter referred to as the "Owner") is interested in any monies which should

be payable to the Insured under this policy in respect of loss or damage to the property insured (which loss or damage is not made good by repair or replacement)

Such monies shall if so requested in writing be paid in the said owner and / or to the insured to the extent of their respective interests as long as they are interested in the said property, and their receipt shall be a full discharge of SASRIA in respect of such loss or damage. Save as herein expressly provided nothing herein shall modify or affect the rights and liabilities of the Insured or SASRIA under or in connection with this policy or any condition or term thereof.

In the event of any part accessory or fitment of whatsoever nature needed to repair or replace damage to the property insured being unprocurable in the Republic of South Africa, as a standard ready manufactured article or in the event of any such article being denied to the insured for any reason the liability of SASRIA shall be met by the payment of a sum equaling the value of the said article at the time of the loss or damage, but not in any case exceeding the manufacturer's last list price operative in the Republic of South Africa. If the property insured under this policy is disabled by reason of any loss or damage SASRIA will pay the reasonable cost of protection and removal to the nearest repairers. SASRIA will also pay the reasonable cost of the delivery to the insured after repair of such loss or damage not exceeding the reasonable cost of transport to the address of the insured in the Republic of South Africa.

## **EXCEPTIONS**

This Policy does not cover:

- (1) consequential loss from any cause whatsoever, depreciation of any nature which shall also mean diminution in value howsoever arising of the insured property consequent upon its having sustained damage insured against and continuing after the repair of such damage, wear and tear and mechanical or electrical breakdown, failure or breakage
- (2) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority
- (3) 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 any War Damage Insurance and Compensation Act (no 85 of 1976).
- (4) any loss or damage related to or caused by: (i) war, invasion, act or foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war; (ii) 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; and (iii) the act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with any occurrence referred to in clause (i) or (ii) above.
- (5) any claims arising out of any liability assumed by the Insured by agreement, unless such liability would have attached to the insured in the absence of such agreement.
- (6) any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission

The indemnity provided by this policy shall not apply to nor include any loss, destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

## **NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION**

It is agreed that, regardless of any contributory cause(s), this insurance does not cover any loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or threat thereof, of any persons or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, or personal purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear. If it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon/Policy the burden of proving the contrary shall be upon the insured.

## **CONDITIONS**

### **(1) CLAIMS PROCEDURE**

On the happening of any loss or damage the Insured shall as soon as reasonably possible give notice thereof in writing to the Nominated Insurer. The Insured shall give to SASRIA all such proofs and information in connection with the claim as may reasonably be required.

### **(2) SUBROGATION**

The insured shall at the request and at the expense of SASRIA do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by SASRIA for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which SASRIA shall be or would become entitled or subrogated upon its paying for or making any loss or damage under the policy, whether such acts or things shall be or become necessary or required before or after the indemnification by SASRIA.

### **(3) CONTRIBUTION**

If at the time any claim arises under this policy there is any other existing insurance covering the same loss or damage SASRIA shall not be liable to pay or contribute more than its ratable share of any loss or damage.

### **(4) PRECAUTIONS**

The Insured shall take all reasonable steps to safeguard against loss or damage to the property described in the schedule to this policy.

### **(5) TRANSFER**

Nothing contained in this policy shall give any rights against SASRIA to any person other than the Insured. SASRIA shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law.

### **(6) ARBITRATION**

(a) if any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa, and at such place as SASRIA may determine.

(b) where any difference or dispute is in terms of paragraph (a) above to be referred to Arbitration the award of the Arbitrator(s) shall be final and binding and the making of such award shall be a condition precedent to any right of action against SASRIA under this policy.

### **(7) LIMITATION**

In no case whatsoever shall SASRIA be liable under this policy after the expiration of 12 (twelve) months from the happening of the event unless the claim is then the subject of Arbitration, or court proceedings already instituted.

- (8) AVERAGE  
If the property insured hereby shall at the commencement of any destruction or damage to such property be of greater value than the total value on risk appearing in the schedule to this policy in the case of the Motor Dealer or Fleet Owner then the insured shall be considered as being his own insurer for the difference and shall bear a ratable share of the loss accordingly.
- (9) TOTAL LOSS OF PROPERTY  
If any motor car or other vehicle described in the definition the “property” above be treated as a total loss by SASRIA then all cover in terms of this policy shall terminate in respect of such motor car or vehicle from the date of such total loss and no refund or premium shall be payable to the Insured.
- (10) PREMIUM  
Notwithstanding that the period of insurance stated in the schedule to this policy may be less than 12 (twelve) months the minimum premium payable by the Insured shall be the full annual premium.
- (11) VALIDITY  
This policy shall not be valid unless countersigned by the Nominated Insurer.
- (12) ALTERATION OF USE OF PROPERTY INSURED  
SASRIA shall not be liable in respect of any loss of or damage to the property if at the time of such loss or damage the property was being used by the Insured or any person acting with the knowledge of the insured in any manner which would ordinarily have required the property to be insured in a higher rated category than that used for determining the premium shown in the schedule.
- (13) TERRITORIAL LIMITATION  
The cover is restricted to property within the Republic of South Africa.
- (14) CANCELLATION  
This policy may be cancelled at any time at the request of the insured, but in such cases no refund or pro-rata refund of premium shall become payable.
- (15) FRAUD  
If the claim be in any respect fraudulent and if any fraudulent means or devices be used by the insured or anyone acting on his/her behalf to obtain any benefit under this policy and if any destruction or damage be occasioned by the willful act and with any connivance of the Insured, all benefits under this policy shall be forfeited.
- (16) MISREPRESENTATION  
This policy shall be voidable in the event of any material misrepresentation, misdescription or non-disclosure.
- (17) REPORTING EVENTS TO AUTHORITIES  
All events which may give rise to a claim in terms of this policy must be reported to the South African Police as soon as reasonably possible.

## 11. INSURER CONTACT DEATILS

### **RENASA INSURANCE COMPANY LIMITED:**

Reg. No.: 1998/000916/06

FSP No.: 15491

Physical address: Renasa House,  
170 Oxford Road,  
Melrose,  
Johannesburg,  
2000.

Postal Address: P.O. Box 412072,  
Craighall,  
2024.

Tel No.: (+2711) 380-3080

Fax No.: (+2711) 380-3088

Website: [www.renasa.co.za](http://www.renasa.co.za)

### **SASRIA LIMITED:**

Reg. No.: 1979/00287/06

Physical Address: 22 Impala Road,  
Chislehurst,  
Sandton,  
2196.

Postal Address: PO Box 7380,  
Johannesburg,  
2000.

Tel No.: (+2711) 783-0171

Fax No.: (+2711) 783-0781

Website: [www.sasria.co.za](http://www.sasria.co.za)