

## 1. INTRODUCTION

Following your application and payment of premium, the Insurer agrees subject to the terms and conditions herein to indemnify you in respect of accidental loss of or damage as provided in this policy occurring during the Period of Insurance.

The policy terms and conditions, the policy schedule and the proposal information provided by or on behalf of the Insured constitute the entire policy between the Insured and the Insurer.

## 2. TABLE OF CONTENTS

1.	INTRODUCTION	1
2.	TABLE OF CONTENTS	1
3.	DEFINITIONS	1
4.	OWN DAMAGE: HCVs, MCVs, BUSES AND SPECIAL TYPES	5
5.	OWN DAMAGE: PMVs and LDVs	6
6.	GOODS IN TRANSIT (If stated in the Policy Schedule)	8
7.	DRIVER PERSONAL ACCIDENT (Subject to Driver's ID being provided)	11
8.	LIABILITY TO THIRD PARTIES	12
9.	CREDIT SHORTFALL (If stated in the Policy Schedule)	15
10.	GOODS IN TRANSIT EXCESS REDUCER (If stated in the Policy Schedule)	16
11.	LOSS OF USE (If stated in the Policy Schedule)	17
12.	OWN DAMAGE EXCESS REDUCER (If stated in the Policy Schedule)	18
13.	DRIVER PERSONAL ACCIDENT (If stated in the Policy Schedule)	19
14.	REPATRIATION COST (If stated in the Policy Schedule)	21
15.	THEFT/HIJACK EXCESS REDUCER (If stated in the Policy Schedule)	21
16.	THIRD PARTY EXCESS REDUCER (If stated in the Policy Schedule)	22
17.	ADDITIONAL TOWING COSTS (If stated in the Policy Schedule)	22
18.	GENERAL CONDITIONS	22
19.	GENERAL EXCEPTIONS	28
20.	PROCEDURES TO BE FOLLOWED IN THE EVENT OF LOSS OR DAMAGE WHICH MAY GIVE RISE TO A CLAIM	32
21.	COVER PROVIDED BY SASRIA	33

## 3. DEFINITIONS

This section deals with definitions of terms used in your New Wheels Transporter Policy Wording.

### 3.1 Anniversary Date

The date 12 months / a year after the start date of your/the policy (when a monthly policy has been renewed twelve times).

### 3.2 Credit Agreement

A legally enforceable Credit Agreement as defined in the National Credit Act 34 of 2005 as amended from time to time entered into by the Insured with the Finance Company in respect of the insured vehicle with their interest duly noted in the Policy Schedule.

### 3.3 Conditions

The conditions, exceptions, schedules and endorsements of your New Wheels Transporter Policy.



3.4 Excess

An excess is the part of a claim you must contribute and is payable for each and every claim covered by the New Wheels Transporter Policy. The basic excess is shown in the Policy Schedule and you may have to pay additional excesses in certain circumstances.

3.5 Hijack

The unlawful, intentional removal of the insured vehicle without the driver or insured's permission, through the use of any dangerous weapon, with the intent to inflict grievous bodily harm by the offender and where the vehicle is not recovered within a period of 21 (twenty one) days.

3.6 Insurer

The insurer, as stated in the Policy Schedule.

3.7 Intermediary

Refers to your agent or broker who introduced you to and arranged for the issuing of this New Wheels Transporter Policy.

3.8 Loss

Sudden physical loss, damage or destruction to your vehicle caused by an unexpected event not otherwise excluded.

3.9 New Wheels

New Wheels Underwriting Agency (Pty) Limited, Registration Number Registration Number 2010/000642/07 (FSP Number 43811), Underwriting Managers for the Insurers.

3.10 Occurrence

An event or series of events arising from one cause in respect of which indemnity is provided by your New Wheels Transporter Policy

3.11 Period of Insurance

The period shown in the most recent Policy Schedule or the subsequent period for which the Policy has been renewed.

3.12 Policy

This document, the Proposal, the Schedule and any other endorsement attaching thereto.

3.13 Premium

The premium amount reflected on the Policy Schedule payable by the Insured to the Insurer on the Premium Payment Date.

3.14 Renewal Date

This date refers to the renewal of the policy. With a monthly policy, the policy renews on a monthly basis and on an annual policy, the policy renews on the date 12 (twelve) months after the start date.

3.15 SASRIA

SASRIA Limited, Registration Number 1979/000287/06, our designated supplier of special risks insurance within the Republic of South Africa as detailed in Section 21.

3.16 Schedule

The Schedule forms part of the Policy and shows your policy number, together with the important details of your cover.

3.17 Schedule of Limits

The specific limits covered under various sections of the New Wheels Transporter Policy Wording.

3.18 Spare parts and accessories

Spare parts and accessories fitted or installed to upgrade or improve your vehicle specifications which are not standard or optional equipment on a specific model.

3.19 Statutory Settlement

The payment due by the Insured as at the time of the loss which would liquidate the Insured's obligations to the Finance Company in terms of the Credit Agreement entered into, to finance the purchase/lease of the insured vehicle.

3.20 Territorial limits

The Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi and Mozambique.

3.21 Third Party, Fire and Theft (if stated in the Policy Schedule)

Cover is restricted to loss, damage or theft of your motor vehicle caused by fire, explosion, lightning, theft or attempted theft including third party's costs and expenses which you may become legally liable to pay as a result of an accident resulting in death, injury or damage to property caused by, through or in connection with the vehicle specified in the Schedule.

3.22 Third Party Only (if stated in the Policy Schedule)

Cover is restricted to third parties costs and expenses which you may become legally liable to pay as a result of an accident caused by, through or in connection with the vehicle specified in the Schedule resulting in death, injury or damage to third party property.

3.23 Total Loss

A total loss results when a vehicle specified in the Schedule is stolen and not recovered or where the cost of repairing it is not economically viable in relation to its retail value, less excess and salvage value.

- 3.24 Tracking system  
A tracking and recovery system approved by New Wheels.
- 3.25 Vehicle
- 3.25.1 Buses  
A passenger carrying vehicle having more than 16 (sixteen) seats including the driver's seat.
- 3.25.2 Private Motor Vehicles (PMVs)  
Station wagons, multi-purpose vehicles, sports utility vehicles and the like or similar vehicles designed to seat not more than 12 (twelve) persons.
- 3.25.3 Heavy Commercial Vehicles (HCVs)  
A goods carrying vehicle exceeding 7,500kg (seven thousand five hundred kilograms) GVM.
- 3.25.4 Light Delivery Vehicles (LDVs)  
Light Goods Carrying Vehicles not exceeding 3,500kg (three thousand five hundred kilograms) GVM.
- 3.25.5 Medium Commercial Vehicles (MCVs)  
A goods carrying vehicle exceeding 3,500kg (three thousand five hundred kilograms) GVM, but not exceeding 7,500kg (seven thousand five hundred kilograms) GVM.
- 3.25.6 Special Types (STs) – Road Risk Only  
Graders, bulldozers, tractors, front-end loaders and back actors, road sprayers, road sweepers, tower wagons, compressors, tar sprayers, road maintainers, dumpers, excavators and any other form of self-propelled vehicle with plant permanently attached.
- 3.25.7 Trailers  
A non self-propelled goods carrying vehicle designed to be drawn by any Bus, HCV, LDV, MCV or PMV.
- 3.26 Vehicle value
- 3.26.1 Medium, Heavy Commercial Vehicles and Buses  
The reasonable market value shall mean the average between retail and trade-in values, including VAT, as noted in the trade publications for the month and year in which the loss took place, including any spare parts and accessories.
- 3.26.2 Private Motor and Light Delivery Vehicles  
The reasonable retail value of the same vehicle model and year of manufacturing as noted in trade publications for the month and year in which the loss took place, including any spare parts and accessories.

### 3.26.3 Special Types

The reasonable value as determined and agreed by a recognised supplier.

The maximum indemnity of the Company will be the lesser of the value as stated above or the sum insured stated in the schedule.

### 3.27 Goods in Transit

Loss or damage to the whole or part of the property whilst carried in or on any vehicle described in the Schedule, owned by the insured or for which they are responsible.

### 3.28 We, Us, Our"

Means New Wheels, representing the Insurer named in the Schedule.

### 3.29 You / your / the Insured

Means the Person/s or Company/ies named in the Schedule, including any subsidiary companies, directors or principals representing the person/s or company/ies named in the Schedule.

## 4. OWN DAMAGE: HCVs, MCVs, BUSES AND SPECIAL TYPES

### 4.1 Accidental Damage or Loss

Accidental damage to any vehicle described in the Schedule, its accessories and spare parts whilst thereon, and audio, communications or fleet management and tracking systems permanently fitted to the vehicle, whilst within the territorial limits as stated in the Policy Schedule.

### 4.2 Fire extinguishing charges

Fire extinguishing charges up to the amount stated in the Schedule of Limits, subject to the insured vehicle having been in danger as a result of a fire and legal liability attaching to the Insured for such costs.

### 4.3 Recovery/Protection/Towing/Debris and Spillage of Diesel from tank

4.3.1 The recovery, protection and removal/towing of the vehicle to the nearest approved repair facility and subsequent delivery to the Insured's permanent address within the Republic of South Africa.

4.3.2 The reasonable cost that are necessarily incurred following an accident to clean up and remove debris from the vehicle or goods falling or leaking from the vehicle. Excluding any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or threat of liability.

4.3.3 The reasonable costs that are necessarily incurred following an accident to clean up and remove diesel leaking from the vehicle tank. This excludes any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or threat of liability.

4.3.4 Limit of Indemnity: R100,000 (one hundred thousand Rand) per event

#### 4.4 Replacing locks keys and remote controls

If the locks, keys or alarm remote controls have disappeared or there is reason to assume that an unauthorised person may be in possession of these or duplicates thereof, the cost of replacing these locks, keys, and alarm remote controls, and the reprogramming of any coded alarm system of the vehicle will be covered up to the amount stated in the Schedule of Limits.

#### 4.5 Temporary repairs

The cost of temporary repairs up to the amount stated in the Schedule of Limits can be authorised by you provided that a detailed estimate is first obtained and immediately forwarded to the Insurer for authorisation to enable the vehicle to be driven back to the Republic of South Africa.

## 5. OWN DAMAGE: PMVs and LDVs

#### 5.1 Accidental Damage or Loss

Accidental damage to or loss within the territorial limits of any vehicle described in the Schedule, its accessories and spare parts whilst thereon, and audio, communications or fleet management and tracking systems permanently fitted to the vehicle, up to the limits specified in the Schedule.

#### 5.2 Car rental – Private Motor Vehicles only

Where the insured vehicle is stolen, hijacked or deemed to be a total loss, the Insurers will pay for the hire of a replacement vehicle up to R250 (two hundred and fifty Rand) per day under the following conditions:

5.2.1 The hire period will terminate on the day following recovery, repossession or settlement of the claim by way of cash for total loss or cash in lieu of repairs, or 21 (twenty-one) days, whichever is the shorter.

5.2.2 All fuels and lubricants will be your responsibility.

#### 5.3 Fire extinguishing charges

Fire extinguishing charges up to the amount stated in the Schedule of Limits subject to the insured vehicle having been in danger as a result of a fire and legal liability attaching to the Insured for such costs.

#### 5.4 Medical Expenses

Following an accident or hijacking of the vehicle, the Insurers will pay up to the amount stated in the Schedule of Limits for medical treatment for injured persons who were travelling in the enclosed passenger carrying compartment of the vehicle.

Provided that:

- 5.4.1 medical expenses are deemed to include emergency transportation to a medical facility;
- 5.4.2 any amounts payable under any legislation that provided for occupational injuries and diseases are excluded;
- 5.4.3 any amounts recoverable under a more specific insurance policy are excluded.

## 5.5 Recovery/Protection, Towing and Debris Removal

- 5.5.1 The recovery, protection and removal/towing of the vehicle to the nearest approved repair facility and subsequent delivery to the Insured's permanent address within the Republic of South Africa up to the amount stated in the Schedule of Limits; and
- 5.5.2 The reasonable costs that are necessarily incurred following an accident to clean up and remove debris from the vehicle up to the limit as stated in the Schedule of Limits. This excludes any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or threat of liability.

## 5.6 Replacing locks, keys and remote controls

If the locks, keys or alarm remote controls have disappeared or there is reason to assume that an unauthorised person may be in possession of these or duplicates thereof, the cost of replacing these locks, keys, and alarm remote controls, and the reprogramming of any coded alarm system of the vehicle will be covered up to the amount stated in the Schedule of Limits.

## 5.7 Replacement as New

- 5.7.1 Where the Insurers deem the vehicle to be a total loss and the vehicle has been purchased as new within 12 (twelve) months of the date of the occurrence or where the vehicle has covered less than 30,000km (thirty thousand kilometres) from new, the Insurers will pay the manufacturer's retail list price less available fleet or other discounts as at the date of the occurrence; and
- 5.7.2 The Insurer's liability under this extension shall not exceed an additional 15.0% (fifteen percent) of the sum insured of the vehicle as specified in the Schedule.

## 5.8 Temporary repairs

The cost of temporary repairs up to the amount stated in the Schedule of Limits authorised by you, provided that a detailed estimate is first obtained and immediately forwarded to the Insurer for authorisation to enable the vehicle to be driven back to the Republic of South Africa.

## 6. GOODS IN TRANSIT (If stated in the Policy Schedule)

### 6.1 Comprehensive Cover (if stated in the Policy Schedule)

Accident damage to or loss within the territorial limits to goods whilst being transported by any vehicle described, owned, leased or hired by you or whilst in your custody or control up to the maximum limit of indemnity as specified in the Policy Schedule.

### 6.2 Restricted Cover: Fire, Collision, Overturning and Theft following hijack (if stated in the Policy Schedule)

Damage to or loss as a result of fire, collision, overturning following theft and hijack within the territorial limits to goods whilst being transported by any vehicle described, owned, leased or hired by you or whilst in your custody or control up to the maximum limit of indemnity stated in the Policy Schedule.

### 6.3 Limited Cover Only: Fire, Collision and Overturning (If stated in the Policy Schedule)

Damage to or loss as a result of fire, collision and overturning within the territorial limits to goods whilst being transported by any vehicle described, owned, leased or hired by you or whilst in your custody or control up to the maximum limit of indemnity stated in the Policy Schedule.

### 6.4 Costs associated with the delivery and protection of the load

The Insurers will pay the reasonable costs associated with the protection and removal of the load to the nearest approved facility, as stated in the Schedule of Limits, following loss or damage to the carrying vehicle or breakdown of the carrying vehicle should such breakdown place an unacceptable risk of loss or damage to the load.

### 6.5 Debris Removal

6.5.1 The reasonable costs that are necessarily incurred following an accident to clean up and remove debris from goods being transported up to the amount as stated in the Schedule of Limits.

6.5.2 This excludes any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or threat of liability.

### 6.6 Fire extinguishing charges

Fire extinguishing charges up to the amount stated in the Schedule of Limits subject to the insured vehicle having been in danger as a result of a fire and legal liability attaching to you for such costs.

### 6.7 Ropes

Ropes and fastening devices, tarpaulins, corner plates and cargo nets whilst on any vehicle specified in the Goods in Transit section up to the amount stated in the Schedule of Limits.



## 6.8 Temporary Vehicle

The cover under this section shall apply to goods on any vehicle temporarily used in place of your own vehicles while your own vehicle is undergoing repair or servicing.

## 6.9 The Cover

6.9.1 Starts with the loading of the goods onto or into the vehicle;

6.9.2 Continues during the transit and any return journey if the goods cannot be delivered;

6.9.3 Includes goods whilst temporarily stored during the course of the journey (such storage not to exceed 96 (ninety six) hours); and

6.9.4 Ceases with the unloading of the goods at the address on the waybill, delivery note or consignment note.

## 6.10 What is excluded:

6.10.1 Breakdown of refrigeration equipment;

6.10.2 Contamination;

6.10.3 Delay even though the delay may be caused by a risk insured by your Goods in Transit section;

6.10.4 Detention, confiscation or requisition by customs or other officials or authorities;

6.10.5 Dishonesty of any of your principals, partners, directors or your employees, whether acting alone or in collusion with others;

6.10.6 Inherent vice or delict, vermin, insects, damp, mildew or rust;

6.10.7 Mechanical, electronic or electrical breakdown, failure, breakage or derangement of the goods unless following an accident or misfortune not otherwise excluded;

6.10.8 Theft from any unattended vehicle unless:

6.10.8.1 The goods are contained in a completely closed and securely locked vehicle; or

6.10.8.2 The vehicle, in which the goods are contained in or on, is in a locked building and any theft is accompanied by forcible and violent entry or exit; or

6.10.8.3 The vehicle, in which the goods are contained in or on, is within the perimeter of a security complex with 24 (twenty four) hour security.

6.10.9 Goods insured by a marine policy or any goods more specifically insured;

6.10.10 Cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments and title deeds;

6.10.11 Goods in the custody of or control of sub-contractors except as provided for under your "Costs associated with the delivery and protection of the load" extension following the breakdown of the carrying vehicle during the course of a transit, for the purpose of completing the transit;

6.10.12 Loss or damage to shipping containers or any liabilities whatsoever arising out of the use of shipping containers;

6.10.13 Consequential loss as a result of any cause whatsoever;

- 6.10.14 Depreciation in value whether arising from repairs following a defined event or otherwise;
- 6.10.15 Wear and tear or gradual deterioration (including the gradual action of light, climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded.

## 6.11 Specific Conditions of Cover

### 6.11.1 Average

In the event of the value of goods being transported by you being more than the load limit specified on your Schedule, your Goods in Transit section will only pay for such proportion that the load limit relates to the total value of goods at risk.

### 6.11.2 Container Seals

6.11.2.1 When delivery is made by container, you or your employees are to ensure that the container and its seals are examined immediately upon delivery.

6.11.2.2 If the container is delivered damaged, or with seals broken, or missing, or with seals other than as stated in the shipping documents, you or your employees are to endorse the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.

### 6.11.3 Clean Receipts

Under no circumstances, except under written protest, are you or your employees allowed to give clean receipts where goods are in a doubtful condition.

### 6.11.4 Labels

In the event of loss or damage to labels only, the Insurers will pay an amount sufficient to pay the cost of re-conditioning, the cost of new labels and the cost of re-labelling the goods provided that the damage has been accepted as a claim in terms of your Goods in Transit Section.

### 6.11.5 Minimising Loss

It is your duty and that of your agents, in the event of loss or damage for which the Insurers may be liable, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against third parties are properly preserved and exercised.

### 6.11.6 Supply of additional information

To enable your claims to be dealt with promptly, you or your agents are advised to submit all available supporting documents to New Wheels without delay, including when applicable:

- 6.11.6.1 original or copy of shipping invoices, together with shipping specifications and/or mass notes;
- 6.11.6.2 original Bill of Lading and/or other contract of carriage;
- 6.11.6.3 loading account and mass notes at final destination; and
- 6.11.6.4 correspondence exchanged with other parties regarding their liability for the loss or damage.

## 6.11.7 Basis of valuation

The basis of valuation is amended in respect of the following goods:

### 6.11.7.1 New Machinery

The value shall not exceed the cost of replacement or repair of any damaged part or parts plus charges for forwarding and refitting if incurred, but excluding duty unless the full duty is included in the amount insured. In no event will the Insurers pay more than the insured value of the complete machine.

### 6.11.7.2 Second-hand Machinery

The value shall not exceed such proportion of the cost of replacement of the parts or damage as the insured value bears to the value of a new machine plus additional charges for forwarding and refitting the new parts, if incurred.

## **7. DRIVER PERSONAL ACCIDENT (Subject to Driver's ID being provided)**

The Insurer agrees to pay the following benefit to the driver and or crew members (maximum three) as stated in the Schedule of Limits, following death as a result of an accident.

### 7.1 Driver

Where the driver or co-driver payment will be made to the deceased or next of kin, or to a beneficiary nominated in the deceased Driver's will or last testament.

### 7.2 Death Benefits

Up to the amount stated in the Schedule of Limits.

### 7.3 Business limitation

This section applies only in respect of accidental bodily injury to such person arising from and in the course of his employment in the business.

What is not covered:

7.4 No compensation will be paid unless a death has occurred within 30 (thirty) days and directly due to the accident.

7.5 Any occurrence following:

7.5.1 suicide or any attempt thereat or intentional self-injury by the driver and or co-driver;

7.5.2 accidents which occur as a result of the vehicle being driven off road or on surfaces which are not recognised as by officials and most road users (including the road verge) as a "road".

- 7.6 No compensation will be payable under this section and in respect of the driver or co-driver should such driver be under the influence of alcohol or drugs at the time of the accident.
- 7.7 While the driver and or co-driver is using the Insured Vehicle for riding or driving in any kind of race, motor trade or private or public hire.
- 7.8 While the driver and or co-driver is in a state of insanity temporary or otherwise.
- 7.9 A criminal act, or while taking part in civil commotions or riots of any kind.
- 7.10 This section does not cover death or injury directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

#### Specific Conditions

- 7.11 The Insurer will in case of the death of the driver or co-driver be entitled to have a post-mortem examination at its own expense.
- 7.12 The Insurer will pay the proceeds of any claim to the immediate family or legal representative of the driver or co driver.

## 8. LIABILITY TO THIRD PARTIES

### 8.1 Indemnity

The Insurer will indemnify you up to the amount stated in the Schedule of Limits for all sums, including third party's costs or expenses, which you may become legally liable to pay as a result of an accident caused by or through or in connection with the operation, including loading and unloading, of the vehicle/s specified in the Schedule resulting in:

- 8.1.1 death of or bodily injury to any person but excluding passengers, a member of the same household as the Insured or under the employ of the Insured arising out of and in the course of such employment;
- 8.1.2 loss or damage to property not owned by you, and/or not in your custody, control or being transported by you; and
- 8.1.3 in respect of accidents directly or indirectly due to or in consequence of fire or explosion up to the limit stated in the Schedule of Limits.

## 8.2 Tool of Trade (if stated in the Policy Schedule)

8.2.1 Cover is extended to include liability for claims arising out of the ownership, possession or use by or on behalf of the Insured of any vehicle, other than claims caused by the use of:

8.2.1.1 any tool or plant forming part of or attached to or used in connection with any vehicle;

8.2.1.2 any vehicle as a tool of trade; or

8.2.1.3 a trailer which is not attached to or has accidentally become detached from a motor vehicle.

## 8.3 Contingent liability

8.3.1 The Insurers will indemnify you for liability arising out of the use of vehicles not belonging to you or provided by you which are involved in an accident arising in the course of business which result in claims against you or your employees, partners and directors, provided that such person has not previously been refused any motor insurance or continuance thereof;

8.3.2 if the Insured or any other person entitled to indemnity under this extension is entitled to indemnity under any other insurance in respect of the same occurrence, the Insurers shall not be liable to make any payment except in respect of any excess beyond the amount payable under such insurance; and

8.3.3 the payment of subsidies or travelling allowance to a person using their own vehicle for the business of the Insured shall not invalidate this extension.

## 8.4 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 each Insured shall be treated as though separate policies had been issued to each, provided that the aggregate liability shall not exceed the limit of indemnity specified in the Schedule.

## 8.5 Driving by other persons

The Insurer will indemnify any person while driving or using an insured vehicle with your permission provided that such person:

8.5.1 is not entitled to indemnity under any other policy;

8.5.2 is fully and properly licensed to drive such vehicle;

8.5.3 shall act as though he or she were you and observe, fulfil and be subject to the terms, exceptions and conditions of this policy; and

8.5.4 has not been refused any vehicle insurance or continuance thereof by any Insurer or underwriter.

## 8.6 Parking facilities and movement of third party vehicles

The Insurer will indemnify you in respect of accidents caused by the moving of any vehicle not owned, borrowed, hired or leased by you, or in your custody and control, but moved by any person in your employment or acting on your behalf:

8.6.1 with the authority of any tenant, customer or visitor of yours; in connection with your parking arrangements, (excluding taxi ranks); and/or to facilitate the carrying out of your business, provided that this benefit of cover shall not apply in respect of damage to vehicles which are parked for reward.

## 8.7 Rights to representation

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

8.7.2 For defending in any magistrate's court 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 company's liability under this extension shall not exceed the limit of liability.

## 8.8 Towing of Vehicles

This section extends to cover liability while the Insured is towing a vehicle or trailer. The Insurer will not be liable under this section for damage to the towed vehicle, or trailer, or property thereon or therein.

## 8.9 Waiver of rights

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 your New Wheels Transporter Policy as far as they can apply.

## What is excluded

### 8.10 Compulsory third party

Claims in respect of any compensation or claim that falls within the scope of any compulsory third party enactment within the territorial limits. This exception shall apply notwithstanding that no insurance under any such enactment is in force or has been effected.

8.11 The excess payable by the Insured as stated in the schedule of excesses.

8.12 Scheduled Products

Liability arising out of carriage of prescribed dangerous goods in terms of Chapter 8 National Road Traffic Act (Act Number 93 of 1996), National Road Traffic Regulations 2000.

8.13 Spillage and Clean-Up Costs

Costs and expenses incurred for clean-up and remedial procedures to remove or repair the effect of spillage or leakage of any substance carried in or on the insured vehicle or any vehicle attached thereto up the amount stated in the Schedule of Limits.

8.14 Passenger Liability / Unauthorised Passenger Liability

Liability for death or bodily injury to passengers is expressly excluded.

8.15 Territorial Limits

Liability arising from any occurrence outside the territorial limits of South Africa.

8.16 Assumed liability

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.

## 9. CREDIT SHORTFALL (If stated in the Policy Schedule)

9.1 The amount of the Statutory Settlement Balance up to 25.0% (twenty five percent) of the market value or R275,000 (two hundred and seventy five thousand Rand) whichever is the lesser.

What is not covered:

9.2 Any excess(es) payable in terms of the Underlying Policy is not covered.

9.3 Excess

The excess payable is 10.0% (ten percent) of the Statutory Settlement Balance.

9.4 Specific Definitions

9.4.1 Finance Company

The Finance Company who is the creditor in terms of the credit agreement, whose interest in this insurance is noted on this policy.

#### 9.4.2 Credit Agreement

A legally enforceable credit agreement as defined in the Credit Agreement Act 75 of 1980 as amended, entered into by the Insured with the Finance Company in respect of the insured vehicle as specified in the Schedule.

#### 9.4.3 Statutory Settlement Balance

The payment due by the Insured in respect of the Credit Agreement Act as the date of loss being the difference between the settlement of the Underlying Policy and balance due to the Finance Company, excluding instalment arrears and any settlement penalties levied by the Finance Company.

### 9.5 Specific Conditions

#### 9.5.1 Ex Gratia Payments

In the event of the Underlying Policy Insurers repudiating liability for a claim in terms of the Underlying Policy, but granting payment of the claim on an "ex gratia" basis, provided such settlement is 100.0% (one hundred percent) of the total amount claimed, the Insured will be indemnified in terms of this policy.

#### 9.5.2 Payments less than market value

The amount paid in terms of the Underlying Policy shall be not less than the market value of the vehicle insured.

## 10. GOODS IN TRANSIT EXCESS REDUCER (If stated in the Policy Schedule)

10.1 The amount of the basic excess calculated in terms of the underlying transit policy subject to the maximum amount insured as indicated on the Schedule, subject to a maximum of R150,000 (one hundred and fifty thousand Rand).

10.2 Indemnity under this policy is payable to the legal owner of the goods and is limited to the cost price of the goods as described in the Schedule.

#### 10.3 Excess Payable

If the Underlying Policy excess is:

10.3.1 Up to R50,000 (fifty thousand Rand), an excess of 5.0% (five percent) of the Underlying Policy excess, with a minimum of R2,500 (two thousand five hundred Rand) is payable.

10.3.2 Between R50,000 (fifty thousand Rand) and R100,000 (one hundred thousand Rand), an excess of 10.0% (ten percent) of the Underlying Policy excess, with a minimum of R5,000 (five thousand Rand) is payable.



- 10.3.3 Exceeding R100,000 (one hundred thousand Rand), an excess of 20.0% (twenty percent) of the Underlying Policy excess, with a minimum of R10,000 (ten thousand Rand) is payable.

## Specific Conditions

### 10.4 Valid Underlying Policy

At the time of the loss there must be a valid underlying transit policy with the Insurers which must have a calculable excess applicable in the event of an insured loss or damage.

### 10.5 Terms and Conditions of Underlying Policy applicable

All conditions, warranties and exclusions applicable to the underlying transit policy will similarly be applicable to this cover. Indemnification under this policy will be declined should liability not be met by the underlying transit policy.

### 10.6 Recovery or Sale of Salvage of Goods

In the event of a recovery or sale of salvage of the goods, the Insurers reserve the right to be reimbursed for their rateable proportion of such recovered goods.

### 10.7 Valid Claim

The Insurer will only indemnify you under this policy if the claim under the Underlying Policy is a valid claim.

## 11. LOSS OF USE (If stated in the Policy Schedule)

The Insurer will compensate you for loss of use of the insured vehicle following an event covered in terms of the Underlying Policy.

### 11.1 Limit

The Insurer will compensate you a maximum of R2,500 (two thousand five hundred Rand) per day.

### 11.2 Maximum Per Event

The cover is limited to a maximum of R200,000 (two hundred thousand Rand) per event.

### 11.3 Specific Conditions

The loss of use must be the result of an authorised claim in terms of the Underlying Policy.

### 11.4 Time Excess

Compensation will be subject to the following time delays:

#### 11.4.1 Theft/Hijack

Compensation will be paid 14 (fourteen) days after the Recovery Agent has received notification of theft/hijack.

11.4.2 Accidental Damage  
None.

11.4.3 Total Loss  
In the event of a total loss, compensation will be paid after the declaration of a total loss in terms of the Underlying Policy.

## 11.5 Maximum Period of Compensation

Compensation will be paid until the settlement of the claim in terms of the Underlying Policy subject to the following time periods:

11.5.1 Theft/Hijack  
Compensation will be paid until the settlement of the claim in terms of the Underlying Policy or for a maximum of 4 (four) weeks, whichever is the shorter.

11.5.2 Accidental Damage  
Compensation will be paid until release from the panelbeater is signed or for a maximum of 12 (twelve) weeks, whichever is the shorter.

11.5.3 Total Loss  
Compensation will be paid until settlement of claim in terms of the Underlying Policy or for a maximum of 4 (four) weeks, whichever is the shorter.

## 12. OWN DAMAGE EXCESS REDUCER (If stated in the Policy Schedule)

### 12.1 Excess of Underlying Policy

The Insurer will indemnify you for the own damage excess due in terms of the Underlying Policy, for Accidental Damage to the Insured Vehicle.

### 12.2 Limits

The Insurer will indemnify you:

12.2.1 up to a maximum of R200,000 (two hundred thousand Rand) in respect of Heavy and Medium Commercial Vehicles, Buses, Trailers and Special Types; and

12.2.2 up to a maximum of R50,000 (fifty thousand Rand) for Private Motor Vehicles and Light Delivery Vehicles, for any one event.

## Special Conditions

- 12.3 Each vehicle must be individually insured on an Underlying Policy;
- 12.4 Cover excludes accumulative additional excesses (applies to basic excess only);
- 12.5 The Insurer will indemnify the Insured in the event of a claim falling within the basic excess of the Underlying Policy;
- 12.6 No claim under this policy will exceed the reasonable market value of the vehicle at the time of the loss;
- 12.7 The Insurer will only indemnify you under this policy if the claim under the Underlying Policy is a valid claim and will be indemnified by the Insurer;
- 12.8 Option 1  
The excess payable is 25.0% (twenty five percent) of the excess due for accidental damage in terms of the Underlying Policy.
- 12.9 Option 2  
The excess payable is R10,000 (ten thousand Rand).
- 12.10 Option 3  
The excess payable is Nil.

## 13. DRIVER PERSONAL ACCIDENT (If stated in the Policy Schedule)

- 13.1 The Insurer will compensate the Insured and/or his driver or co-driver following his:
- 13.1.1 Death, or
- 13.1.2 Permanent total disability caused by accidental, violent, external and visible means.
- 13.2 Permanent disability shall mean loss by physical separation at or above the wrist or ankle or one or more limbs 100%
- |   |      |
|---|------|
| loss by physical separation at or above the wrist or ankle or one or more limbs | 100% |
| permanent and total loss of whole eye   | 100% |
| sight of eye  | 100% |
| permanent and total loss of hearing both ears                                   | 100% |
| permanent and total loss of speech  | 100% |
- injuries resulting in permanent total incapacity from following usual occupation or any other occupation for which such person is fitted by knowledge or training.

# New Wheels

*transporter policy*

13.3 Where the injury is not specified, the Insurer will pay such sum as, in their opinion, is consistent with the above provisions.

13.4 Permanent total loss of use of part of the body shall be treated as loss of such part.

13.5 The maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of any one such person shall be 100% (100 percent).

13.6 Business limitation

This section applies only in respect of accidental bodily injury to such person arising from and in the course of his employment in the business.

13.7 Limit of benefits

In the event of death or permanent total disability in course and scope of the Insured's and/or driver's employment, a maximum amount as reflected in the Policy Schedule will be paid to the Insured and/or driver or his estate.

13.8 Specific Conditions

13.8.1 After suffering accidental bodily injury for which compensation may be payable under this section, such person shall, when reasonably required by the Insurer to do so, submit to a medical examination and undergo any treatment specified. The Insurer shall not be liable to make any payment unless this condition is complied with to its satisfaction.

13.8.2 In the event of death, the estate of the Insured and/or his driver will be compensated once a death certificate has been issued and a copy is provided to the Insurer.

13.9 Specific Exclusions

The company shall not be liable to pay compensation for death, disability or medical expenses in respect of such person:

13.9.1 by his suicide or intentional self injury;

13.9.2 caused solely by an existing physical defect or other infirmity of such person;

13.9.3 as a result of the influence of alcohol, drugs or narcotics upon such person unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself);

13.9.4 as a result of his participation in any riot or civil commotion;

13.9.5 this section does not cover death or injury directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

## 14. REPATRIATION COST (If stated in the Policy Schedule)

### 14.1 Towing and Recovery Cost

The Insurer will compensate you for the reasonable cost of recovery and removal of the insured vehicle from a country outside the Republic of South Africa, following an event covered by the Underlying Policy.

### 14.2 Limit

Compensation is limited to the maximum amount of R75,000 (seventy five thousand Rand).

### 14.3 Excess

The amount of the compensation will be added to the cost of claim and the Underlying Policy Excess will be applied to the total amount.

## 15. THEFT/HIJACK EXCESS REDUCER (If stated in the Policy Schedule)

### 15.1 Excess of Underlying Policy

The Insurer will indemnify you for the theft/hijack excess due in terms of the Underlying Policy up to a maximum of R300,000 (three hundred thousand Rand).

### 15.2 Recovery Costs

The Insurer will indemnify you up to a maximum of R15,000 (fifteen Rand) for recovery costs incurred by you in the process of recovering the insured vehicle.

### 15.3 Theft

The unlawful, intentional removal of the insured vehicle without the Insured's permission, and where the vehicle is not recovered within a period of 21 (twenty one) days.

### 15.4 Hijack

The unlawful, intentional removal of the insured vehicle without the Driver or Insured's permission through the use of any dangerous weapon with the intent to inflict grievous bodily harm by the offender and where the vehicle is not recovered within a period of 21 (twenty one) days.

### 15.5 Excess Payable (Option 1)

If the Underlying Policy excess is:

15.5.1 Up to R50,000 (fifty thousand Rand), an excess of 5.0% (five percent) of the Underlying Policy excess, with a minimum of R2,500 (two thousand five hundred Rand) is payable.

15.5.2 Between R50,000 (fifty thousand Rand) and R100,000 (one hundred thousand Rand), an excess of 10.0% (ten percent) of the Underlying Policy excess, with a minimum of R5,000 (five thousand Rand) is payable.

15.5.3 Exceeding R100,000 (one hundred thousand Rand), an excess of 20.0% (twenty percent) of the Underlying Policy excess, with a minimum of R10,000 (ten thousand Rand) is payable.

15.6 Excess payable (Option 2)

The excess payable is 10.0% (ten percent) of the total excess due for theft/hijack due in terms of the Underlying Policy.

15.7 Valid Claim

The Insurer will only indemnify you under this policy if the claim under the Underlying Policy is a valid claim.

## 16. THIRD PARTY EXCESS REDUCER (If stated in the Policy Schedule)

16.1 The Insurer will indemnify you for Third Party Excess due in terms of the Underlying Policy, to a maximum of R7,500 (seven thousand five hundred Rand).

16.2 Cumulative Excesses

Cover excludes accumulative additional excesses.

16.3 Valid Claim

The Insurer will only indemnify you under this policy if the claim under the Underlying Policy is a valid claim.

## 17. ADDITIONAL TOWING COSTS (If stated in the Policy Schedule)

17.1 This section insures you for an amount up to R25,000 (twenty five thousand Rand) towards the costs incurred when recovering an insured vehicle following an accident or total loss, less the inner excess as stated in the Policy Schedule.

17.2 Specific Exceptions

No claim will be processed for towing costs incurred due to the mechanical and/or electrical breakdown of the vehicle.

## 18. GENERAL CONDITIONS

Your New Wheels Transporter Policy is subject to the following General Conditions which are precedent to Insurer's liability under this policy:

## 18.1 Application of General Conditions

General conditions and exceptions apply to all sections of your New Wheels Transporter Policy but specific conditions, exceptions and endorsements override general conditions and exceptions. Any meaning given to a specific word or term will have the meaning when it occurs. Headings are for ease of reference only and must not be read separately from the text.

## 18.2 Application

The signing of an application form by you, which is the basis of the insurance contract.

## 18.3 Arbitration

Should a dispute arise between the Insurer and you with respect to the monetary value of a settlement of a claim and agreement can be reached on taking the matter to arbitration, the dispute must be referred to an arbitrator within 30 (thirty) days. The Insurer and you must appoint the arbitrator in accordance with Arbitration Foundation of Southern Africa Rules ("AFSA") and any fees incurred shall be equally divided between the Insurer and you.

## 18.4 Breach

The conditions of your New Wheels Transporter Policy and sections thereof shall apply individually to each of the risks insured and not collectively to them, so that any breach shall void the section only in respect of the risk to which the breach applies.

## 18.5 Cancellation

The Insurer may cancel your New Wheels Transporter Policy or any section of the policy at any time by giving 30 (thirty) days' notice in writing (or such other period as may be mutually agreed). Should you cancel the policy, you may give immediate notice. The Insurer shall be entitled to retain a pro rata premium for the period the policy has been in force. On cancellation by the Insurer you shall be entitled to claim a pro rata refund of the premium for the remainder of the period of insurance from the date of cancellation.

## 18.6 Change in circumstances

Should there be any change in circumstance which may affect the risk insured, it is your responsibility to notify New Wheels or your intermediary in writing. Failure to do so may result in cancellation of cover or claims being found to be invalid due to the change in circumstances.

## 18.7 Claims Reporting

It is a condition precedent to Insurer's liability that claims are reported as required in Section 21 below. In case of theft or other criminal act which may be the subject claim under this policy the insured must give immediate notice to the South African Police Service and cooperate with the Insurer in securing the conviction of the offender.

18.8 Compliance with Legislation

It is a condition precedent to liability that at the time of any event which may give rise to a claim in terms of any section of this policy, the vehicle/s and driver/s must comply with all legislation, statutory requirements, regulations and/or enactments and amendments thereto.

18.9 Consent to information sharing

Acceptance by you of your New Wheels Transporter Policy includes consent to the sharing of claims, underwriting and other relevant information (including credit information) within the insurance industry. Such consent shall:

18.9.1 waive any right to privacy in respect of any insurance information provided by you or on your behalf regarding any insurance policy or claim made or lodged by you or on your behalf;

18.9.2 allow such information to be disclosed to any other insurance company or its agent; and

18.9.3 allow the Insurer to verify the information provided by you against other legitimate sources or databases.

18.10 Currency, interest and delay

All premiums and claims will be paid in South African Rand. The Insurer will not pay any interest on a claim. The Insurer will not pay for any increased costs arising out of any delay in repairing, reinstating or replacing any loss or damage.

18.11 Custody of the motor trade

Your indemnity relating to the insured vehicle shall operate while such vehicle is in the custody of a member of the motor trade for the purpose of its overhaul, upkeep or repair.

18.12 Endorsed licenses

If during the period of insurance your license or the license of any of your drivers is endorsed, suspended, or cancelled; or you or your driver is convicted of negligent, reckless or improper driving, notification must be sent in writing to New Wheels or your intermediary as soon as you become aware of such endorsement or conviction.

18.13 Extended Territorial limits

18.13.1 The territorial limits are extended to include Mozambique, Zambia, Angola, and DRC (entering from Zambia up to and including the city limits of Lubumbashi).

18.13.2 This cover is subject to the following conditions:

18.13.2.1 Additional Excess: 2.5% of claim, minimum R5,000

18.13.2.2 In the event of damages to the insured's vehicle following an accident giving rise to a claim, the Insurer will not be liable for repair of the vehicle, loss or damage to accessories or theft of parts, until the vehicle has been repatriated by the Insured to the nearest South African border post.



18.14 Fraud / Exaggerated Claims

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 or damage or liability is caused by the wilful act or with the connivance of the Insured, all benefit under this policy will be forfeited. The Insurer may immediately cancel your New Wheels Transporter Policy should a fraudulent claim be submitted.

18.15 Insurable interest

You may only insure property in which you have an insurable interest. You only have insurable interest in an item if the item is stolen or damaged and, as a result, you suffer a direct financial loss.

18.16 Jurisdiction

Your New Wheels Transporter Policy is subject to the jurisdiction of the Republic of South Africa Courts only.

18.17 Legal action

The Insurer may, for their benefit, take over and conduct the defence or settlement of any case and prosecute such case in your name. The Insurer will have full discretion in the conduct of any proceedings and in the settlement of any claim.

18.18 Maximum Liability

In all claims the sum insured or limit of liability in the Schedule shall be the maximum liability of the Insurer.

18.19 Misdescription, misrepresentation or non-disclosure

The Insurer may declare your New Wheels Transporter Policy, any section or item void or cancelled if you misdescribe, misrepresent or do not disclose any material fact.

18.20 Non co-operation

Non co-operation in settling claims may result in you having to refund the Insurer all amounts paid in settlement of the claim.

18.21 Other insurance

18.21.1 If, at the time of an event giving rise to a claim under your New Wheels Transporter Policy, insurance with any other Insurer exists, covering you against the same events, the Insurer shall be liable to make good only our proportion of the amount payable by or to you in respect of such an event;

18.21.2 Where they are specified in the Schedule you will be called upon to pay all compulsory and voluntary excesses as they relate to each and every claim.

18.22 Payment on account

Where amounts recoverable from the Insurer are delayed pending finalisation of any claim, payments on account may be made to you, if required, at the discretion of the Insurer.

## 18.23 Precautionary measures

If you have declared the existence of any other precautionary measures at any time during the period of insurance, these measures are a prerequisite for cover. You must ensure that these measures are in place and in working order at the time of loss.

## 18.24 Premium payment

### 18.24.1 Annual policies

Premium is due on or before inception date. Where your New Wheels Transporter Policy is being renewed, the Insurer may accept a premium tendered more than 15 (fifteen) days after the renewal date, however they are not obliged to do so.

### 18.24.2 Monthly policies

Premiums are payable on the due date (normally the first business day of the month) and the Insurer is obliged to give you a 15 (fifteen) day period of grace. In respect of monthly policies, the Insurer will extend this period by re-submitting the debit order for the outstanding amount within 7 (seven) days from the failed debit. If the second debit order fails, your New Wheels Transporter Policy will automatically lapse from the last day of the month for which the premium was received.

The Insurer and/or New Wheels will, however, do all they can to retain your New Wheels Transporter Policy by contacting your intermediary within the first month following a failed debit.

## 18.25 Prescription of claims

18.25.1 The Insurer will not pay any claim after the expiry of 12 (twelve) months from the date of loss. A claim that is subject to pending legal action, arbitration or third party liability is not included within this prescription;

18.25.2 Following the rejection of a claim by the Insurer, the Insured has 6 (six) months to serve summons on the Insurer, failing which the claim prescribes.

## 18.26 Prevention

You or any other party who is covered by your New Wheels Transporter Policy must take all reasonable precautions and steps to prevent and minimise any loss.

## 18.27 Repatriation

18.27.1 The cover provided by this policy will be applicable to any insured vehicle outside the borders of South Africa subject to the following terms and conditions:

18.27.2 In the event of loss or damage to the vehicle the Insured shall bear the expense of transporting the vehicle to the border post into the Republic of South Africa. The Insurer will thereafter pay in terms of this section the reasonable cost of removal from the Republic of South Africa border post to the nearest repairers in South Africa.

18.27.3 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 subject otherwise to the terms exceptions and conditions of the Policy.

## 18.28 Rights after settlement

18.28.1 If the Insurer has settled a claim, and the lost property or any part of it is found, you must assist New Wheels to identify it and physically recover it. The Insurer will pay you the reasonable expenses for this assistance. If you refuse to assist New Wheels you will immediately repay all amounts of the claim;

18.28.2 When the Insurer has paid a total loss claim, the property that is the subject of the claim, belongs to the Insurer who may sell or deal with it as they wish.

## 18.29 Rights of others

You will be the only person who is entitled to claim under your New Wheels Transporter Policy. You must make a claim where indemnity is granted to any other party and your receipt of our payment will fully discharge us of our responsibility.

## 18.30 Rights to property

The Insurer, or any person authorised by them, may take or keep possession of any damaged property and deal with it in any reasonable manner. The Insurer will not incur any liability or diminish any other rights the Insurer may have when the Insurer does so. You may, however, not abandon any property to us whether the Insurer has taken possession of it or not.

## 18.31 Schedule sums insured blank

If in the Schedule of this policy the sum insured, limit of indemnity or compensation is left blank, has no monetary amount stipulated against it, is shown as nil, not covered or no indemnity extended, then there is no cover in terms of the policy.

## 18.32 Subrogation

You must allow New Wheels to do anything that is necessary or that the Insurer may reasonably require, during the claims handling, to enforce any right the Insurer may have according to subrogation. The Insurer may require these things before or after the Insurer has settled a claim. The Insurer will pay for the reasonable expenses thereof.

18.33 Total loss outside the Republic of South Africa

If following an accident the insured vehicle is not returned to the Republic of South Africa and is declared a total loss outside the Republic of South Africa, the Insurer will settle the claim for the lesser of the market or the limit of liability as stated in the Schedule. Both the excess and the value of the salvage will be subtracted from the final settlement. In such circumstances the salvage will belong to you.

18.34 Third Party Liability

Where cover is provided for liability to third parties, the Insurer may pay you the limit of liability, or any lesser sum for which the claim can be settled, and then regard the claim as settled.

18.35 Tracking System

Where an approved tracking system is required to be fitted to the vehicle, it is precedent to liability that:

18.35.1 the Insured can prove prior to the theft or hijack (or attempt thereat) the vehicle was fitted with an approved tracking system;

18.35.2 the Insured can prove that the tracking system was operational at the time of any theft or hijacking or any attempt thereat;

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

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

18.35.5 in the event of the tracking system being activated, the supplier of the tracking system must immediately notify the Insured of the activation and proceed with steps to recover the vehicle.

18.36 Unobtainable parts

In the event of any part, accessory or fitment needed to repair or replace the damage to the vehicle 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 New Wheels shall be met by the payment of a sum equalling 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.

## 19. GENERAL EXCEPTIONS

Your New Wheels Transporter Policy excludes loss, damage, destruction, injury, liability, expense directly or indirectly related to, caused by, through, and in consequence of, resulting from, arising from or contributed by:

19.1 Assumed liability

Liability you assume by agreement other than liability, which would have arisen if such agreement had not been entered into.

19.2 Burden of proof

If the Insurer alleges that by reason of any of the clauses pertaining to civil commotion, labour disturbances, war, invasion, mutiny, terrorism of the listed exceptions, the incurred loss or damage will not be covered by your New Wheels Transporter Policy. The burden of proving the contrary will rest on you.

19.3 Compensation for war damages

Any occurrences for which a fund has been established in terms of the War Damage Insurance and Compensation Act 85 of 1976 or any similar Act operative in any of the geographical areas to which your New Wheels Transporter Policy applies.

19.4 Consequential loss

Any consequential or indirect loss or damage of any kind or description.

19.5 Control of an act

The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in each of the definitions of civil commotion, labour disturbances, war, invasion and mutiny as mentioned above.

19.6 Damage to springs

Damage to springs or shock absorbers due to impact with inequalities of any surface.

19.7 Damage to tyres

Damage to tyres by application of brakes or punctures, cuts or bursts.

19.8 Depreciation

Depreciation of any nature which shall also mean diminution in value of the vehicle arising consequent upon the vehicle having sustained damage and continuing after the repair of such damage.

19.9 Driving under the influence

The Insurer will not compensate you if you drive or any person drives the vehicle with your knowledge or general consent, while under the influence of intoxicating liquor or any drug unless taken in terms of a prescription.

19.10 Excesses

The amount payable by the Insured as stated in the Schedule of Excesses.

19.11 Insurrection

Insurrection, rebellion or revolution.

- 19.12 Mutiny  
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.
- 19.13 Nuclear Exclusion  
Any loss or destruction of or damage to any vehicle whatsoever or any loss or expense whatsoever resulting or arising there from 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.
- 19.14 Overthrow of an authority  
Any act or any attempt to perform 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.
- 19.15 Political or economic change  
Any act or any attempt to perform 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.
- 19.16 Riot and strike  
Loss or damage occurring within the Republic of South Africa or Namibia caused by or as a result of civil commotion, labour disturbances, riot, strike or lockout, the act of any lawfully constituted authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to above.
- 19.17 Subsequent damage  
Any subsequent damage if the vehicle is used after an accident before necessary repairs have been carried out.
- 19.18 Theft  
Loss or damage following theft of any vehicle specified in the Schedule with an insured value in excess of R200,000 (two hundred thousand Rand), unless the vehicle is fitted with an approved tracking system and proof of installation has been supplied to the Insurer.
- 19.19 Theft of Audio Installations  
The Insurer shall not be liable for loss of or damage to the audio, communications, fleet management and tracking installation while the vehicle is parked overnight except in the course of a journey:

19.19.1 unless the vehicle is locked, is contained in a securely locked building, or is in a securely fenced area behind locked gates; and

19.19.2 the loss or damage is accompanied by forcible and violent entry.

19.20 Use of the vehicle for:

19.21.1 racing, speed or other contests, rallies or trials;

19.21.2 carriage of explosives;

19.21.3 carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry;

19.21.4 use outside of the relevant manufacturers specifications; and

19.21.5 use for any purpose in connection with the motor trade.

19.21 Unlicensed operators/drivers or drivers without permits

The Insurer shall not be liable for any accident, injury, loss, damage or liability while the vehicle is being driven by or is under the control for the purpose of being driven by a person who does not hold:

19.21.1 a current valid driving licence for the type of vehicle being driven;

19.21.2 a current valid Professional Driving Permit (PrDP) to drive such vehicle as required in terms of the National Road Traffic Amendment Act of 1998 (as amended); and

19.21.3 a current valid Operator's License as required in terms of the National Road Traffic Act 1996 and as amended.

19.22 Use outside the description of use as defined.

19.23 War

Any loss or damage related to or caused by:

19.23.1 War, invasion, act or foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;

19.23.2 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.

19.24 Wear and tear

Wear, tear, mechanical, electronic or electrical breakdown, failure or breakage.

## **20. PROCEDURES TO BE FOLLOWED IN THE EVENT OF LOSS OR DAMAGE WHICH MAY GIVE RISE TO A CLAIM**

It is a condition precedent to Insurer's liability that in the event of a claim you act as follows:

- 20.1 In the case of theft or hijack, and as soon as the occurrence is known, IMMEDIATE NOTIFICATION must be given to:
- THE RECOVERY AGENT INDICATED ON YOUR SCHEDULE
- 20.2 New Wheels must be notified as soon as possible but not later than TWO WORKING DAYS after the occurrence.
- 20.3 Take all reasonable steps to recover the stolen property and to discover the guilty party.
- 20.4 Advise New Wheels of any claim (other than theft, hijack, or a claim from a third party), as soon as possible from the time of the occurrence that may lead to a claim but not later than TEN WORKING DAYS after the occurrence.
- 20.5 In the case of a serious claim where damage to the insured vehicle is likely to exceed R100,000 (one hundred thousand Rand) and/or more than one third party is involved in the event, IMMEDIATE NOTIFICATION must be given to:
- THE RECOVERY AGENT INDICATED ON YOUR SCHEDULE
- 20.6 Inform the South African Police Service as soon as possible and in any event not later than 24 (twenty-four) hours following the accident or theft of property.
- 20.7 Complete a claim form as soon as is reasonably possible and provide New Wheels with all material information as requested. The Insurer will be under no obligation to proceed with a claim if you do not provide, in full, the required information.
- 20.8 Provide New Wheels with material proof, information, sworn declarations and any other documentation that the Insurer may require as soon as practicable.
- 20.9 Provide New Wheels with the particulars of any other insurance that covers the same events as any section of your New Wheels Transporter Policy.
- 20.10 Immediately forward to New Wheels any notice of a claim, communication, writ, summons or other legal process issued or commenced against you in connection with the occurrence.



## 21. COVER PROVIDED BY SASRIA

- 21.1 Subject to the terms, exceptions and conditions contained herein, SASRIA will indemnify the Insured against loss of or damage to the property described in the Schedule directly related to or caused by:
- 21.1.1 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;
  - 21.1.2 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;
  - 21.1.3 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;
  - 21.1.4 any attempt to perform any act referred to above; and
  - 21.1.5 the act of any lawfully established authority in controlling, preventing suppressing or in any other way dealing with any occurrence referred to above.
- 21.2 In this Policy, the term "Public Disorder" shall be deemed to include civil commotion, labour disturbances or lockouts.
- 21.3 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 retail value of the property insured in the Schedule of this Policy subject always to clause 8.20. 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 would be payable to the Insured under this Policy in respect of loss of 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 to 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.
- 21.4 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 equalling 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.

21.5 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.

#### What is not covered

21.6 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.

21.7 Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.

21.8 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 legislation.

21.9 Any loss or damage related to or caused by:

21.9.1 war, invasion, act or foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;

21.9.2 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

21.9.3 the act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with any occurrence referred above.

21.10 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.

21.11 Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from 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.

21.12 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.

21.13 Nuclear / Chemical / Biological Terrorism Exclusion

It is agreed that, regardless of any contributory cause/s, this insurance does not cover 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 the threat thereof, of any person or group/s of persons, whether acting alone or on behalf of or in connection with any organisation/s or government/s, committed for political, religious, ideological 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 providing the contrary shall be upon the insured.

21.14 Claims procedure

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

21.15 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 good 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.

21.16 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 rateable share of any loss or damage.

21.17 Precaution

The Insured shall take all reasonable steps to safeguard against loss or damage to the Property described in the Schedule to this Policy.

21.18 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.

21.19 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.

21.20 Where any difference or dispute is in terms of 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.

21.21 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.

21.22 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 rateable share of the loss accordingly.

21.23 Total Loss of Property

If any vehicle described in the definition of property above be treated as a total loss by SASRIA then all cover in terms of this Policy shall terminate in respect of such vehicle from the date of such total loss and no refund of premium shall be payable to the Insured.

21.24 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.

21.25 Validity

This Policy shall not be valid unless countersigned by the Nominated Insurer.

21.26 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.

21.27 Territorial Limitation

The cover is restricted to property within the Republic of South Africa and if the property is in Namibia temporarily, that is for not more than 60 (sixty) days.

21.28 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.

21.29 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 behalf to obtain any benefit under this Policy and if any destruction or damage be occasioned by the wilful act and with any connivance of the Insured, all benefit under this Policy shall be forfeited.

21.30 Misrepresentation

This Policy shall be voidable in the event of any material misrepresentation, misdescription or non-disclosure.

21.31 Reporting Claims to Authorities

All events which may give rise to a claim in terms of this policy must be reported to the South African Police Service as soon as reasonably possible.

21.32 Specific Conditions

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 he or they shall be charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the company immediately the insured have knowledge of such fact.