

A. Definitions

In this policy and in any documentation issued by Us is in connection with this policy the following words shall have the meaning set out below:

1. **“You, Your”**
The person or entity named as the insured in the Certificate of Insurance.
2. **“We, Us, Our, Ourselves”** Standard Insurance Limited.
3. **“The Vehicle”**
The vehicle described in the certificate of Insurance and which may be any of the following: Light motor vehicles, taxis with a maximum carrying capacity of 16 people, minibuses, motorcycles, caravans, motorized caravans, light delivery vehicles and panel vans with a Gross vehicle mass not exceeding 3 500kg and trailers with a carrying capacity of not more than 750kg.
4. **“The Financial Institution”**
The credit grantor, being a registered financial institution whose interest in The Vehicle forming the subject matter of the Credit Agreement is noted in the policy.
5. **“Underlying Policy”**
The fully comprehensive enforceable motor vehicle insurance policy entered into by You with any registered domestic insurance company (“the Underlying Insurer”), which covers The Vehicle against and obliges the Underlying Insurer to pay for all possible motor vehicle risks (including theft and hi-jacking) occurring at least in the whole of the Republic of South Africa and in terms of which all suspensive conditions have been fulfilled. The vehicle and its accessories and extras must be correctly insured in terms of the Mead & McGrouther for at least its full market value or new list price at the date of loss.
6. **“Credit Agreement”**
An enforceable credit agreement as defined in the National Credit Agreement Act 230 of 2006 (as Amended) entered into by You with The Financial Institution in respect of The Vehicle and Specified in the Certificate of Insurance.
7. **“Statutory Settlement Balance”**
The payment due by You as at the Date of loss which would liquidate Your outstanding liability to The Financial institution in terms of Credit Agreement and entitle you to retain The Vehicle unencumbered, excluding any installments in arrears and due as at the Date of Loss, interest and/or finance charges on such installments in arrears and any early settlement penalties.
8. **“Market Value”**
The average of the recommended retail value and trade price of The Vehicle (including its Accessories and spare parts as specified in the Certificate of Insurance) at the Date of Loss, as determined by the months issue of the “Auto Dealers Guide” published by Mead & McGrouther (Pty) Ltd, and adjusted according to the average “Kilometre and Condition Chart” contained in the Guide. Where the particular make and model of The Vehicle is not reflected in the “Auto Dealers Guide” (or “Auto Dealers Guide for Cars Over 10 Years Old” or “Commercial Vehicle Dealer’s Guide”) then the average value given for The Vehicle by three independent motor industry sources of our choice will be used as the Market Value of The Vehicle.
You are advised to ensure that the sum insured specified in the Certificate of Insurance is kept in line with the Market Value, by regularly updating the value with Us.
9. **“Sum Insured”**
The value of The Vehicle specified by You in the Certificate of Insurance at the time of Your Application for the insurance, whether in writing or verbally, as being the applicable value of The Vehicle at the time, including its accessories and spare parts (whether factory fitted or added subsequently) and VAT, which value should be updated from time to time at Your instance.
10. **“First Amount Payable”**
10.1 for Violation of Conditions claims - an amount equivalent to the excess for which You would have been liable in terms of Your Underlying Policy had Your claim been met.
10.2 for Shortfall and Excess/Deposit Protector claims - nil.
11. **“Maximum Indemnity”**
The Sum Insured or the Market Value of The Vehicle, whichever is the lesser, or the Statutory Settlement Balance, whichever is the greater but limited to a maximum of R500 000 (five hundred thousand rand).
12. **“Period of Insurance”**
As stated in the Certificate of Insurance issued in terms of this policy or any agreed renewal period subject to Our receipt and acceptance of Your Premium on or before the Premium Due Date.
13. **“Premium Due Date”**
In advance, on or before the first working day of every month or annual renewal date, as the case may be.
14. **“Premium”**
As stated in The Certificate of Insurance or any endorsement issued in terms of this policy.
15. **“Event”**
The event which gave rise to Your claim in terms of the Underlying Policy.
16. **“Date of Occurrence”**
16.1 for Violation of Conditions claims - the date on which Your first received notice of the rejection of Your claim in terms of Your Underlying Policy.
16.2 for Shortfall claims - the date on which Your account with The Financial Institution is credited with the payment from the Underlying Insurer in settlement of Your claim in Terms of Your Underlying Policy.
16.3 for Excess/Deposit claims - the date on which Your first received notice of the rejection of Your claim in terms of Your Underlying Policy, or the date on which Your account with The Financial Institution is credited with the payment from the Underlying Insurer in settlement of Your claim in terms of Your Underlying Policy, as the case may be.
16.4 for Return to Invoice claims - the date on which the received payment, or on which your Credit Agreement account with the Financial Institution is credited with the payment from the Top-Up insurance in settlement of your claim and in terms of your Underlying Policy.
16.5 for the Instalment Protector claims - the date of loss with notification of no later than 60 days from the Date of Loss.
17. **“Date of Loss”**
The date upon which the damage to or loss of The Vehicle occurs, and this date must fall within the Period of Insurance.
18. **“Days”**
Ordinary days, including weekends and public holidays.
19. **“Certificate of Insurance”**
The schedule containing Your details and the details of The Vehicle, Period of Insurance, Premium payable etc., which should be updated from time to time at Your instance.
20. **“Deposit”**
A contractual monetary amount as described in the Credit Agreement act 75 of 1980 which has been paid by You and stated as such in the Credit Agreement.
21. **“Ex Gratia”**
Where liability under the Underlying Policy is denied and a non-contractual partial or full settlement of the claim is made without prejudice.
22. **“Selling Price”**
The price you paid for the Vehicle as stated on the original purchase invoice including any accessories and spare parts fitted at the time of purchase, whether factory fitted or added subsequently but excluding any insurance premiums and fees, warranty costs, fuel and deliver charges, interior and paintwork protection applications, administration charges or other additional refundable or finance amounts included in the invoice.
23. **“Total Loss”**
Where as the result of an accident, fire or theft the cost of repair or recovery of the vehicle exceeds it’s market value.
24. **“Monthly Instalment”**
The sum you must pay to the Financial Institution each month in respect of the credit agreement.
25. **“Suspensive Condition”**
A condition of the Underlying Policy which suspends cover, either partly or wholly, pending the implementation of a requirement in terms of that policy.

B. Defined Events Covered By this Insurance Policy

1. Stand-alone Credit Shortfall

Where the Vehicle is stolen and not recovered, or damaged beyond economical repair and is written off by the Underlying Insurer who has settled Your claim in terms of the Underlying Policy by means of a lump-sum payment and a shortfall arises between such payment and the Statutory Settlement Balance in terms of the relevant Credit Agreement, We will pay:

- 1.1 the Statutory Settlement Balance as defined, less:
 - (a) the excess payable by You in terms of the Underlying Policy;
 - (b) the amount paid by the Underlying Insurer;
 - (c) any amount by which towing, and storage fees exceeds R1 000 (one thousand rand)
 - (d) any amount refundable to You as at the Date of Loss by way of, inter alia but not limited to insurance premiums, including short-term, Credit Life assurance or motor warranty premiums; and
 - (e) 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.

2. Specified Conditions applicable to Shortfall claims

We will deem the amount paid to You in terms of the Underlying Policy never to be less than the Market Value as defined, regardless of whether the amount is paid by agreement of loss or ex-gratia (see General Conditions 1.3).

3. Violation of Conditions of Underlying Policy

- 3.1 Where the Vehicle is damaged, written off or stolen during the Period of Insurance and a term or condition(s) of the Underlying Policy is unintentionally violated or not complied with resulting in the rejection of liability for the claim by the Underlying Insurer, We will pay in respect of:

3.1.1 Repairable vehicles

the cost of repair of The Vehicle less the First Amount Payable in terms of this policy

3.1.2 Total Loss & Constructive Total Loss Vehicle (including stolen or hijacked vehicles)

the Maximum Indemnity as defined less the First Amount Payable in terms of this policy.

3.1.3 Storage and Towing

The combination cost of storing and towing to a limit of R1 000 (one thousand rand) per Event.

3.2 Specified Conditions applicable to Violation of Conditions

- 3.2.1 We shall only be liable to pay one Violation of Conditions claim where the arises from Your inadvertent non payment of a single month's premium in terms of the Underlying Policy and provided that You paid Premium for at least 3 (three) consecutive months immediately prior to the month of non Payment and that Your Underlying Policy has not lapsed or been cancelled by reason of Your non payment.

- 3.2.2 We may at Our opinion repair, replace, reinstate or pay cash in lieu of the amount of damage or use any combination of these methods of indemnity.

- 3.2.3 We reserve the right to require any repair work to be carried out at a repair of Our choice.

- 3.2.4 in the Event of The Vehicle being declared a total loss or The Vehicle being stolen or hi-jacked and recovered, any salvage shall become Our sole property and You will at any stage, even if Your claim has already been settled, provide assistance in the identification of the Vehicle and prosecution of those responsible for the loss. We will pay Your reasonable out of pocket expenses incurred in rendering such assistance.

- 3.2.5 We reserve the right to decide when The Vehicle may be declared a total loss.

- 3.2.6 Cover is limited to the Events occurring in the territorial limits as specified in Your Underlying Policy.

3.3 Specified Exceptions applicable to Violation of Conditions

We shall not be liable for any claims in terms of this policy arising from the rejection by the Underlying Insurer of Your claim by reason of:

- 3.3.1 the Vehicle being insured in the incorrect Class of Use in terms of the Underlying Policy;

- 3.3.2 the hiring of The Vehicle to other parties for reward, driving instruction for Reward and motor racing, rallies, speed and other contents or whilst The Vehicle is being used or retained for any purpose in connection with the motor trade other than for any for the purpose of overhaul, upkeep or repair of The Vehicle;

- 3.3.3 damage to tyres caused by the application of brakes or by road punctures, cuts or bursts;

- 3.3.4 damage to suspension due to inequalities of the road or other surface to impact with such inequalities.

4. Shortfall

Where The Vehicle is stolen and not recovered, or damaged beyond economical repair and is written off by the Underlying Insurer who has settled Your claim in terms of the Underlying Policy by means of a lump-sum payment and a shortfall arises between such payment and the Statutory Settlement Balance in terms of the relevant Credit Agreement, We will pay:

4.1 the Statutory Settlement Balance as defined, less:

- (a) the excess payable by You in terms of the Underlying Policy;
- (b) the amount paid by the Underlying Insurer;
- (c) any amount by which towing and storage fees exceeds R1 000 (one thousand rand)
- (d) any amount refundable to You as at the Date of Loss by way of, inter alia, but not limited to insurance premiums, including short-term, Credit Life assurance or motor warranty premiums; and
- (e) 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.

4.2.1 Specified Conditions applicable to Shortfall claims

We will deem the amount paid to You in terms of the Underlying Policy never to be less than the Market Value as defined, regardless of whether the amount is paid by agreement of loss or ex-gratia (see General Conditions 1.3).

5. Excess/Deposit Protector

Where You have a valid claim in terms of Section B 1 (Violation of Conditions) or section B. 2 (Shortfall) of this policy and the Vehicle is stolen and not recovered, or damaged beyond economical repair and is written off by the Underlying Insurer, and You have selected to include this cover, We will pay:

EITHER:

- 5.1 An amount equal to your excess in terms of Your Underlying Policy, subject to a Maximum of 15% (fifteen percent) of the Market Value of The Vehicle, or a maximum of R50 000 (fifty thousand rand), whichever is the lesser;

OR:

- 5.2 Your actual Deposit paid or 10% (ten percent) of the Original Purchase Price of The Vehicle, whichever is the lesser, subject to a limit of R50 000 (fifty thousand rand);

5.3 Specific Conditions applicable to Excess/Deposit Protector

- 5.3.1 In support of any claim under this section, You will be required to provide Proof of payment of the Deposit as at the date of purchase of The Vehicle.

- 5.3.2 No benefits are payable under 3.2 if the Underlying Insurer settles Your claim by means of substitution or replacement.

- 5.3.3 Benefits 3.1 and 3.2 are mutually exclusive and are not cumulative.

6. Asset Protector

Temporary total disability shall mean the inability, by virtue of accident or illness, to be gainfully employed during a reasonable period of recovery.

Permanent total disability shall mean the inability, by virtue of accident or illness, to be gainfully employed for an indefinite period.

6.1 Benefit in respect of death or permanent disability

In the event of The Financial Institution repossessing The Vehicle following Your death or permanent disability (as defined), We will pay The Financial Institution the shortfall owing to The Financial Institution as a result of the resale value of The Vehicle being less than the settlement value owing to The Financial Institution as the date of the claim, less:

- all amounts refundable to You including insurance premium;
- all arrear installments and interest thereon

6.2 Benefit in respect of temporary total disability

In the event of Your being declared temporarily, totally disabled as a result of an accident or illness for a period in excess of 30 days, We will reimburse You a maximum of 3 monthly installments due to The Financial Institution in respect of The Vehicle, where such installments fall due during the period of the disability.

6.3 Specific conditions applicable to Asset Protector

- 6.3.1 We shall not be liable to make any payment in respect of any condition or event arising directly or indirectly from:

- 6.3.1.1 suicide, attempted suicide or any intentional self injury;
- 6.3.1.2 being under the influence of alcohol, other than prescribed by a medical practitioner;

- 6.3.1.3 any physical defect or infirmity of which You were aware and which had its origin prior to the issue of this policy;

- 6.3.1.4 You committing any breach of criminal law;

- 6.3.1.5 an accident which occurred whilst You are traveling by air, other than as a fare paying passenger in a licensed passenger carrying aircraft piloted by a qualified pilot;

- 6.3.1.6 participating in a war or armed conflict (whether war be declared or not) terrorist or insurgency activities, riot or civil commotion;
- 6.3.2 the Acquired Immunodeficiency Syndrome (AIDS) or from any was not attributable to this.
- 6.3.3 The extension will cease to be in force after You attain the age of 70 years.
- 6.3.4 This extension shall automatically be cancelled from the date of the termination of the Credit Agreement.
- 6.3.5 You must have elected to include this cover under Your policy and Your Certificate of Insurance must indicate that a premium has been charged for this cover.
- 6.4 Specific condition in respect of this optional extension relating to claims unless We receive written notification within 60 days of the happening of the Event resulting in a claim under this extension, We shall not be liable to pay any benefit. All documentation and proof which We require in relation to the claim must be provided to us.

7 Return To Invoice (Optional & only applicable if applied for and so indicated in the Certificate of Insurance)

**Definitions Specific to Return To Invoice Cover
"Sum Insured"**

The selling price of the Vehicle specified by You at the time of Your application for this Policy, whether in writing or verbally, which includes its accessories and spare parts and VAT, but which may not be more than 10% above the new list price or Retail value of the Vehicle as stated in that month's issue of the "Auto Dealer's Guide" published by Mead & McGrouther (Pty) Ltd, and limited to a minimum of R50 000 (fifty thousand rand) and a maximum of R500 000 (five hundred thousand rand).

Where the Vehicle is stolen and not recovered or damaged beyond economical repair and is written off by the Underlying Insurer who has settled Your claims by means of a lump sum payment, We will pay, subject to the maximum of R500 000 (five hundred thousand rand), the Sum Insured as defined, or Selling Price, whichever is the lesser, Minus: the amount paid by the Underlying Insurer & Top Up combined or the market value, whichever is more;

- No benefit will be payable if the vehicle is not a Total Loss.
- The maximum period of insurance under this benefit is 24 months.
- In order for the Return To Invoice benefit to be received the Shortfall benefit must be applied for and paid out in the event of a claim.

Termination of The Return To Invoice Benefit

The end date will be the earliest of:

- the Date at the End of the Period of Insurance;
 - the Date of Expiry of the period of 24 months from the start date;
 - where the Financial Institution is the owner of the Vehicle, the Date on which the Vehicle is repossessed and disposed of by the Financial Institution;
 - the Date on which the vehicle is sold by you; the Date on which a benefit is paid under this Policy;
 - when We do not receive Your premium, subject to Section A 13 and C 15; when either You or We cancel the Policy, subject to Section C 9.
- The maximum indemnity under this benefit is equal to R500 000 (five hundred thousand rand). Should the Vehicle be under insured in terms of its Sum Insured under this Policy, Our benefit payment will be adjusted in the same proportion as the proportion of under insurance.

8 Instalment Protector (Optional & only applicable if applied for and so indicated in the Certificate of Insurance)

- 8.1 In the event of the Total Loss of the vehicle during a period of insurance, We will pay Your monthly instalment to the Financial Institution once We have been notified and have received written proof of the Total Loss of your vehicle, limited to the maximum indemnity.
- 8.2 The benefit will be paid from the first date of the month that Your monthly instalment is normally due following the Date of Loss, until Your claim under the Underlying Policy is either settled or repudiated, or until the vehicle is recovered in the case of theft, or the maximum number of 2 Monthly Instalments are paid, less any amount owing in excess of the maximum benefit payable under the Policy. Your claim will be subject to all general exceptions and exclusions.
- 8.3 In the event that the Total Loss of the Vehicle is due to theft and the Vehicle is recovered before a benefit has been paid, the Monthly Instalment will not be paid by the insurers and must be paid by You.
- 8.4 The Vehicle must be a Total Loss in order for a claim to be accepted under this cover. You may only claim once under this benefit.
- 8.5 The minimum sum insured under the Instalment Protector benefit is R50 000 (fifty thousand rand).
- 8.6 The maximum indemnity in the event of the Total Loss of the Vehicle covered under this benefit is R18 000 (eighteen thousand rand) per

Monthly Payment or Your actual Monthly Instalment, whichever is less. A maximum of 2 (two) monthly instalments will be paid for any one claim per period of cover. The instalment cover benefit will terminate once You have claimed once under this benefit.

C. General conditions

The following conditions are applicable to all sections of this policy except where they may be varied by specific conditions or exceptions specified under a particular section:

1 Conditions Precedent to Liability

We shall have no liability under this policy and You shall not be entitled to be indemnified under this policy unless:

- 1.1 subject to Section C General Condition 15, the Premium has been received by Us by the Premium Due Date; and
- 1.2 You comply with the Claims Procedure set out in Section C General Condition 10; and
- 1.3 You can provide acceptable documentary, evidential or quantifiable proof of the existence of and Your legal right to the item You are claiming for.

2 Comprehensive Underlying Policy

2.1 You must ensure that The Vehicle is comprehensively insured for its full Market Value in terms of the Underlying Policy in particular as at the Date of Loss. If the Vehicle is not the subject of an enforceable fully comprehensive Underlying Policy (which covers The Vehicle against and obliges the Underlying Insurer to pay for all motor vehicle risks including theft and hi-jacking and in terms of which all suspensive conditions have been fulfilled) at the Date of Loss, then this Policy does not operate.

2.2 Where the Underlying Policy is unenforceable, cancelled or for any reason is Void or invalid or should be treated as such by the Underlying Insurer, or where it is not fully comprehensive, this policy does not operate.

2.3 Where the Underlying Insurer has rejected liability for a claim in terms of the Underlying Policy and the Underlying Policy has not been cancelled, voided or avoided, but the Underlying insurer has made You an ex gratia payment, any cover in terms of this policy shall be limited to the difference between the Statutory Settlement Balance and the Market Value and the claim shall be dealt with as a Shortfall claim in terms of this policy.

2.4 We will only settle the claim if the Comprehensive Underlying Policy & Top Up Insurance is settled.

3 Underlying Policy Indemnity

3.1 You shall use Your best endeavors to obtain a full indemnity in terms of Your Underlying Policy including the institution of legal proceedings against the Underlying Insurer to enforce Your rights in terms of the Underlying Policy.

3.2 You must notify Us of the rejection of Your claim in terms of the Underlying Policy within the time specified in this policy 60 (sixty) days, notwithstanding that such claim may be the subject of pending legal action and advise Us of the status of such legal action from time to time.

4 Arbitration

Should any dispute arise between You and Us as to the amount of any claim under this Policy, liability having already been admitted by Us for the claim in principal, You may refer such dispute to arbitration within 90 (ninety) Days of the dispute arising in accordance with the Arbitration Act 42 of 1965 (as amended).

5 Time Bar

Where you dispute Our rejection of Your claim or cancellation of this policy, You must Make representation to Us within 90 (ninety) Days of the date of Our letter of rejection or cancellation letter. Thereafter, You must take legal action against Us by way of the service of summons on Us within 90 (ninety) Days, failing which You will forfeit Your claim and We will have no liability in terms of such claim.

6 Fraud

If any claim under this Policy or Underlying Policy is in any way fraudulent or in any fraudulent means are used by You or anyone acting on Your behalf to obtain any benefit under this policy or if any of the

Events insured against in terms of this policy are occasioned by Your intentional act or with Your connivance, all benefits under, and the Premiums paid in terms of this policy shall be forfeited, and the policy shall be voidable at Our option.

7 Jurisdiction

This policy is subject to South African law and to the jurisdiction of a competent South African court.

- 8 Noting of The Financial Institution's Interests**
The interest of the Financial Institution in this insurance are hereby noted. An payment terms of this policy shall be made first to reduce any liability due by You to the Financial Institution in terms of the Credit Agreement and their receipt shall be an effectual discharge of Our liability for that portion of Your claim. Any balance shall thereafter be paid to You. This policy is ceded to the Financial Institution where applicable
- 9 Cancellation and Refund of Premiums**
This policy may be cancelled by You or Us at any time on 30 (thirty) Days written Notice to the last known address. In the case of annual Policies, Your Premium will be refunded on a pro rata basis, provided that no claim is pending or has been paid, in which event no Premium shall be refunded. There are no refunds on monthly Policies.
- 10 Claims Procedure**
Please refer to the back page of this document for the contact details of the SIL Claims Department.
In the case of a claim, any insurance premiums and fees, warranty costs, fuel and delivery charges, interior and paintwork protection applications, administration charges or other additional refundable or finance amounts are all excluded when calculating the benefit.
On the happening of an Event which may result in a claim under this policy, You shall, at Your expense, in the case of;
- 10.1 Stand-alone Credit Shortfall Claims**
- 10.1.1 Notify Us immediately that Your claim in terms of Your Underlying Policy has been settled and within 60 (sixty) Days of Underlying Policy claim having been settled, submit to Us full details in writing of Your Shortfall claim by means of a claim form.
- 10.1.2 Provide Us with such proof, information and affidavits as We may require to process the claim.
- 10.1.3 Provide Us with and/or authorise Us to obtain a copy of Your Credit Agreement or other agreements between Yourself and The Financial Institution, a statement of Your account with The Financial Institution reflecting a full transaction history and copy of Your Credit Application together with the claim form.
- 10.1.4 Provide Us with a copy of the signed agreement of loss or ex gratia agreement or letter accompanying the ex gratia payment, whichever is applicable, between You and the Underlying Insurer.
- 10.2 Violation of Conditions Claims**
- 10.2.1 Notify Us as soon as possible of the rejection of Your claim in terms of the Underlying Policy and within 60 (sixty) Days of the rejection provide Us with Your written claim form reflecting full details of the claim together with the particulars of the Underlying Policy.
- 10.2.2 Attach a copy of the letter of rejection by the Underlying Insurer to Your claim form.
- 10.2.3 Provide Us with such proof, information and affidavits as We may require To process the claim.
- 10.2.4 Be responsible for the First Amount Payable as set out in the Definitions clause above in respect of each and every Event giving rise to the a claim.
- 10.2.5 Provide Us with a copy of the claim form in terms of the Underlying Policy claim.
- 10.2.6 Assist Us in any recovery action instituted by using Us against any third party responsible for the loss or damage, which action may proceed in Your name, and/or in identification of The Vehicle stolen and recovered and the prosecution of those responsible, for which assistance We will reimburse You for Your reasonable out-of-pocket expenses.
- 10.2.7 Provide Us with and/or authorise Us to obtain a copy of Your Credit Agreement and statement of Your account with The Financial Institution reflecting a full transaction history.
- 10.3 Shortfall Claims**
- 10.3.1 Notify Us immediately that Your claim in terms of Your Underlying Policy has been settled and within 60 (sixty) Days of Underlying Policy claim having been settled, submit to Us full details in writing of Your Shortfall claim by means of a claim form.
- 10.3.2 Provide Us with such proof, information and affidavits as We may require to process the claim.
- 10.3.3 Provide Us with and/or authorise Us to obtain a copy of Your Credit Agreement or other agreements between Yourself and The Financial Institution, a statement of Your account with The Financial Institution reflecting a full transaction history and copy of Your Credit Application together with the claim form.
- 10.3.4 Provide Us with a copy of the signed agreement of loss or ex gratia agreement or letter accompanying the ex gratia payment, whichever is applicable, between You and the Underlying Insurer.
- 10.4 Excess/ Deposit Protector Claims**
- 10.4.1 Notify Us as soon as possible that Your claim in terms of Your Underlying Policy has been settled and within 60 (sixty) Days of the Underlying Policy claim having been settled, submit to Us full details, in writing, of Your claim by means of a claim form.
- 10.4.2 Provide Us with such proof, information and affidavits as We may require to process the claim.
- 10.4.3 Provide Us with a copy of the signed Agreement of Loss or ex gratia Agreement or letter accompanying the ex gratia payment, whichever is applicable, between You and the Underlying Insurer.
- 10.4.4 Provide Us with and/or authorise Us to obtain a copy of Your credit Agreement or other similar agreement/s between Yourself and The Financial Institution.
- 10.4.5 Provide Us with a copy of the original purchase invoice of The Vehicle.
- 10.5 Return To Invoice Claims**
- 10.4.1 Notify us immediately that your claim in terms of Your Top Up has been settled and within 60 (sixty) days of the Date of Loss submit to Us full details in writing of your claim by means of a claim form.
- 10.5.2 Provide Us with or Authorise Us to obtain a copy of the Credit Agreement or other Agreements between Yourself and the Financial Institution and a statement of your account with the Financial Institution, reflecting a full transaction history.
- 10.5.3 Provide Us with such proof, information, documents and affidavits as We may require to process the claim, which includes copies of the original Sales Invoice relating to the Vehicle.
- 10.5.4 Provide Us with a copy of the signed Agreement of Loss or Ex Gratia Agreement or letter accompanying the Ex Gratia payment, whichever is applicable, between You and the Underlying Insurer.
- 10.5.5 No benefit will be paid if the Vehicle is not a Total Loss.
- 10.6 Instalment Protector Claims**
- 10.6.1 Unless the Insurer shall receive written notification within 60 days of the happening of any event resulting in a claim being made against this Policy, the Insurer shall in no case whatsoever be liable to pay any benefit. The creditor shall duly complete such forms and give such details and assistance and furnish such proof in relation to any claims as the Insurer at its discretion may require.
- 10.6.2 In the event of a claim being rejected, the Insured is entitled to make representations to the Insurer in respect of its decision for a period of 90 (ninety) days from the date of receipt by the Insured or His representative of the Insurers letter of rejection. In the event that the dispute is not resolved the Insured shall be obliged to institute legal action in respect of the claim by way of service of summons upon the Insurer within 90 (ninety) days of expiry of the aforesaid period, failing the Insured shall forfeit His or Her claim and the Insurer shall have no liability to the Insured in respect of such claim.
- 11 Authority to complete claim forms**
If it should come to the knowledge of the Financial Institution that The Vehicle has been damaged, written off in an accident or stolen during the Period of Insurance and You are unable, refuse, fail or cannot be traced to complete, wholly or partially, a claim form in terms of this policy, a Regional Manager, Credit Control Manager or a Senior Manager of The Financial Institution shall be and is hereby authorised to complete and sign such claim form to the best of his/her knowledge and belief on Your behalf and provide Us with a copy of Your Credit Agreement and a statement of Your Account with the Financial Institution, reflecting a full transactional history.
- 12 Contract**
The application of this Policy. the Certificate of Insurance and this policy and any endorsements or amendments together compromise Your insurance contract with Us.
- 13 Reasonable Precautions**
You must not take any deliberate risk that may result in loss, damage or events that could give rise to the claim, failing which we shall have no liability under this Policy.
- 14 Roadworthy Conditions**
You shall maintain The Vehicle in an efficient and roadworthy condition in compliance with the National Road Traffic Act 93 of 1996 (as amended) or substituted and the Regulations promulgated thereunder. We will not accept liability for any loss or damage if the condition of The Vehicle contributed to or caused the Event.
- 15 Period Grace for Premium Payment**
You shall be entitled to a period of 15 (Fifteen) Days from the Premium Due Date in, which to pay Your Premium. In the case of monthly policies, this period of grace only applies from the second month of the currency of the policy.

- 16 Cooling Off Period**
This policy has a 31-day cooling off period. This means that if this cover does not suit your needs, you may cancel it within 31 days of having taken out this policy or made any changes to this policy. We will refund all your premiums you have paid within the cooling off period back to you, provided you have not claimed or submitted any claims during this period. If you do not cancel within the cooling off period, you will be bound to the terms and conditions of the policy.
- 17 Termination of Credit Agreement**
This policy shall automatically cancel from the date of the termination of the Credit Agreement. You shall forthwith not be entitled to be indemnified for any benefits whatsoever in terms of this policy.
- 18 Prescription**
There shall be no liability for any claim under this policy after the lapse of 12 (twelve) months from the Date of Loss unless such claim is the subject of a pending legal action.
- 19 Territorial Limits**
Cover is limited to events occurring in the territorial limits as specified in Your Underlying Policy.
- 20 Repatriation Costs**
If The Vehicle is damaged outside the Republic of South Africa, the costs of repatriation will be borne by You.
- 21 Amendments or Endorsements**
We may amend or endorse this policy at any time by giving you 30 (thirty) days notice in writing at your last known address.
- 22 Waiver of Conditions**
No waiver of any of the terms, conditions and endorsement of this policy shall be valid unless made in writing under the signature of a duly authorised officer of the Insurer. In addition, no act or omission to act by the Insurer or any officer, employee or servant of the Insurer shall be deemed to be a representation on behalf of the Insurer upon which the Life Assured or the Life Assureds heirs, executors or assigns are entitled to act.
- 23 Interpretation**
In the event of an interpretation dispute arising under this policy, the normal every day usage of the English wording contained in this document shall apply.
- 24 Refund of Unexpired Portion of Net Premium**
In the event that the Life Assured had cancelled or made payment in full to the creditor of all amounts owing under and in terms of the credit agreement in advance of the date of expiry of the full term of such agreement and where the creditor terminates the credit agreement, the creditor, acting under and by virtue of the cession, shall be entitled to cancel this policy with the Insurer, in which event the insurer will pay a refund of unexpired portion of net premium in terms of the policy, provided that such full payment was actually made to the creditor at least 6 months prior to the expiry of the full original term of the agreement in question, except that no refund is due where a previous claim has been admitted. The above mentioned only applies where the premium frequency is single premium.
- D. General Exceptions**
The following Exceptions are applicable to all sections of this Policy except as they may be varied by specific Exceptions under a particular section.
We shall not be liable for:
- 1 liability to any passenger or third party whatsoever for loss, damage or personal injury;
 - 2 any loss of or damage to any goods, materials, possessions or property carried in or on The Vehicle;
 - (a) any loss or damage caused, sustained or incurred whilst The Vehicle is being driven by You or by any other person with Your consent, unless duly and fully licensed to drive The Vehicle in terms of any applicable legislation, or while the concentration of alcohol, howsoever measured, in Your or such person's blood or respiratory system exceeds the statutory limit in force at such time or whilst You or such person is under the influence of alcohol or a drug having a narcotic effect;
 - 3 any claim arising out of any contractual liability;
 - 4 consequential loss of any nature whatsoever unless specifically provided for in this policy;
 - 5 depreciation, wear and tear, mechanical or electrical breakdowns, failures breakage;
- E. General Exclusions**
The following exclusions are applicable to all sections of this policy. We shall not be liable for:
1. loss of or damage to property related to or caused by:
 - (a) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the aforesaid;
 - (b) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), or civil war; or any risk which is covered by the policy issued by SASRIA Limited (formerly the South African Special Risks Insurance Association). If we allege that the loss or damage is covered by the SASRIA Limited policy the burden of proving the contrary shall rest on you;
 - (c) (i) 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; (ii) insurrection, rebellion, or revolution;
 - (d) 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;
 - 6 loss or damage if The Vehicle is at any time during the Period of Insurance used as a taxi or to transport passengers for reward or is hired out for reward, unless it is specified in the Certificate of Insurance as a taxi and the appropriate premium is paid;
 - 7 any claims in terms of this policy, unless You have complied with all the policy terms and conditions;
 - 8 any loss or damage or claim arising where there is misrepresentation, non-disclosure or misdescription of any fact or circumstance, whether in connection with:
 - (a) Your Underlying Policy;
 - (b) Your Underlying Policy claim;
 - (c) this policy; or
 - (d) Your claim in terms of this policy;
 9. more than Our rateable proportion of any loss or claim which is covered under another enforceable insurance policy;
 10. any liability, damages, amount or claim which falls within the scope and ambit of any compulsory motor vehicle insurance legislation in force at the Date of Loss and applicable in any territory covered by this policy, in particular the Road Accidents Fund Act 56 of 1996 and regulations promulgated thereunder, and any amendments thereto or replacement thereof. This exception applies regardless if the applicable legislation fund is unable to or incapable of providing compensation;
 - 11 damage to The Vehicle which existed prior to the to the Event (pre-existing damage or old damage), or loss, damage or liability arising from any other Event unrelated to a particular claim, unless such Event is the subject of a valid claim registered separately and in accordance with the terms and conditions of this policy;
 - 12 loss or damage caused by or resulting from rust, mildew, moth, vermin, insects, any gradually operating cause, processes of dyeing, cleaning or renovating, the action of light or atmospheric conditions, confiscation or detention by any process of law.
 - 13 any claim where you reside and are employed outside the Republic of South Africa, in which case this policy shall be deemed to be void from inception and the premium refunded.
 - 14 loss or damage if the Vehicle has been modified or if it used for racing, rallying, pace-making, speed testing or any other competitive event, or it is used as an emergency or military vehicle, courier/delivery vehicle or for the haulage or transportation of goods, invalid carrier or driving instruction vehicle.
 - 15 where the loss or damage or liability is attributable to more than one proximate cause, this exception will not apply if any other such cause is an insured event.
 - 16 any breach of conditions as stipulated in the Credit Agreement if the Vehicle is subject to such a Credit Agreement.
 - 17 any claim arising from your negligence or intentional negligence or a criminal act.
 - 18 in the event of the mechanical breakdown of any machinery, equipment or vehicle. We will not pay for the replacement or repair or modification of any part of the computer equipment causing the Event but we will pay for any resultant loss, damage or liability covered under this policy.
 - 19 lack of maintenance to the vehicle, particularly relating to the brakes or suspension system. Any modification of the vehicle or if the vehicle is being used for racing, for any purpose connected with the motor trade or for any use not covered under the underlying policy.
 - 20 no benefit will be paid if you have not met all the terms and conditions of the underlying policy and if your claim under the underlying policy is rejected.

- (e) 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;
- (f) any attempt to perform any act referred to in clause (d) or (e) above;
- (g) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (a), (b), (c), (d), (e) or (f) above.

If We allege that, by reason of clause (a), (b), (c), (d), (e), (f) or (g) of this exclusion, loss damage is not covered by this policy, the burden of proving the contrary shall rest on You.

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense. For the purpose of this General 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 organisation or government, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof. If We allege that, by reason of this clause of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on You.

2. (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by arising from ionising radiation or contamination by radio-activity from any nuclear fuel or from any waste from the combustion of nuclear fuel. For the purpose of this exclusion 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, damage, or legal liability directly or indirectly caused by, or contributed to by, or arising from nuclear weapons material;
- (c) loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
 - (i) nuclear material, as defined in NMA 1975;
 - (ii) nuclear fission, meaning a nuclear reaction in which heavy nucleus splits spontaneously or on impact with another particle with the release of energy;
 - (iii) nuclear fusion, meaning a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy;
 - (iv) nuclear radiation, meaning the absorption of electromagnetic radiation by a nucleus having a magnetic moment when in an external magnetic field;
 - (v) nuclear waste, as defined in NMA 1975;
 - (vi) nuclear fuels, meaning a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy;
 - (vii) nuclear explosives, meaning an explosive involving the release of energy by nuclear fission or fusion or both;
 - (viii) nuclear weapon, meaning a nuclear device designed, used or usable for inflicting bodily harm or property damage.
- 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 the War Damage Insurance Compensation Act, 1976 (No. 85 of 1976) or similar Act operative in any of the territories to which this policy applies.
 - (a) loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;

- (b) any legal liability of whatsoever nature;
 - (c) any consequential loss; directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all:
- 3.1 to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date; or
 - 3.2 to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date; or
 - 3.3 to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and /or programmes; or
 - 3.4 to capture, save retain or to process any data as the result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any trojan horse, time or logic bomb or worm or any other destructive code, media or programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any software, tools operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether it be Your property or not.

Special Extension to this Exclusion

- (A) Loss or destruction of or damage to insured property by fire, explosion, lightning, earthquake or by the special perils referred to in (B) below or indemnified by the Glass, Employer's Liability, Stated Benefits, Group Personal Accident or Motor Section is not excluded by this General Exclusion.
- (B) The special perils that are not excluded for the purpose of this special extension are damage caused by:
 - (i) storm, wind, water, hail or snow excluding damage to property:
 - (a) arising from it's undergoing any process necessarily involving the use or application of water;
 - (b) caused by tidal wave originating from earthquake or volcanic eruption;
 - (c) in the underground workings of any mine;
 - (d) in the open (other than buildings structures and plant designed to exist or operate in the open) unless so described and specifically insured as a separate item;
 - (e) in any structure not completely roofed unless so described and specifically insured as a separate item;
 - (f) being retaining walls unless so described and specifically insured as a separate item;
 - (ii) aircraft and other aerial devices or articles dropped therefrom;
 - (iii) impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals,trees, aerials, satellite dishes or vehicles or property in or on such vehicles.

These special perils do not cover wear and tear or gradual deterioration.

- (C) This General Exclusion also does not apply to consequential loss as insured by any Business Interruption indemnity provided by this policy to the extent that such consequential loss results from damage to The Vehicle by the perils referred to in Special Extension (A) above.
 - (D) This Special Extension will not insure any loss, destruction, damage or consequential loss if it would not have been insured in the absence of this Computer Losses General Exclusion and this Special Extension.
 - (E) This Special Extension shall not apply to any Public Liability indemnity.
- 5 any claim or claims or loss, damage or any liability whatsoever (actual or alleged) arising directly or indirectly out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.
 - 6 any claim under the Return to Invoice and/or Instalment Protector covers offered by this Policy if the insured Vehicle is a Taxi, Motorized Caravan or a Caravan, which Excludes these Vehicles under the respective sections of this Policy.

COMPLAINTS

If you have any complaint about this policy or are in any way unhappy with the service you have received, please contact the Compliance Officer. The postal and physical address of the Compliance Officer together with the telephone and the facsimile numbers are detailed on your Certificate of Insurance and Disclosure Notice.