



F&I MOTOR FLEET

Coverholder at **LLOYDS**



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Factory and Industrial Risk Managers (Pty) Ltd is an authorised Financial Services Provider (FSP 9138)

Reg. No. 99/12242/07 . Factory & Industrial Risk Managers (Pty) Ltd . VAT Reg. No. 4470183619





WELCOME TO F&I INSURANCE

IMPORTANT PLEASE READ :

The Contract

This policy is a contract between you, the insured and the insurance company as stated in your schedule and is administered by F&I Insurance which is an Underwriting Management Agency registered in terms of the Financial Services Conduct Authority, Licence number FSP 9134.

Details of your insurance company, your broker and ourselves, the underwriting manager, are contained in your schedule of insurance.

The policy must be read together with the schedule as these and any endorsements as these form part of a single contract.

Important: Please ensure that the cover provided meets your requirements. If not, please contact us or your broker as soon as possible. Please ensure you have read the policy conditions, policy warranties on each section and that you understand that compliance with these are a pre requisite to any claim you may have. Should you require clarity on any of these conditions please do not hesitate to contact us.

There are General Exceptions, Exclusions, Conditions of Cover and Claim Procedures which are applicable to all sections of the policy that must be adhered to for your covers. All policy wordings are available for your perusal on our web page on www.fiinsure.co.za.

Please Note: This contract is based on information provided by you and your broker and is underwritten by ourselves on the information and facts provided. It is important to note that under South African law it is your duty to disclose all Material Facts prior to inception of the Policy, and to keep us informed of any changes to such facts or any new facts throughout the period of insurance of the Policy. A Material Fact is a fact which may influence an Insurer's judgement in their assessment of a risk. If you are in any doubt as to whether a fact is material, we recommend that it be disclosed. Failure to not disclose Material Facts may entitle Insurers to void the Policy from inception.

Subject to the premium being paid and compliance with the terms and conditions of this policy, we will provide cover as set out in the policy schedule and wording, up to the sums insured or limits of indemnity as stated in the schedule of insurance. Thank you for choosing us as your insurer. Should you have any queries we will gladly provide any assistance you may need.



F&I MOTOR FLEET POLICY



UNDERWRITTEN BY



Reg. No. 2005/029823/06 A registered short term insurer

Authorized Financial Services Provided – FSP No : 35914

Factory and Industrial Risk Managers (Pty) Ltd is an authorized Financial Services Provider (FSP 9138)



F&I MOTOR FLEET CONDITIONS OF COVER

1. The first and all renewable premiums under this policy shall be based on the number of vehicles insured and on the estimated claims cost.
2. At the end of each period of insurance the insured shall declare a number of vehicles owned, hired and leased by him.
3. In the event of the insured giving notice of cancellation at any time during the period of insurance then the insurer shall be entitled to retain the premium equal to the actual cost of claims.
4. The minimum premium and deposit premium must be paid in terms of section 20(bis) (as amended) under The Insurance Act. Procedures and regulations.
5. All vehicles added within the period of insurance must be declared at renewal of the policy. If a claim occurs during the period of insurance and the vehicle is not on the original fleet declaration, proof of purchase must be provided.
6. All First amounts payable will be deducted from any claim settlement.
7. Unless otherwise stated all Deductibles act independently of one another and are cumulative. NB: All deductibles apply per vehicle.

SANCTION LIMITATION AND EXCLUSION

The insurer shall be deemed not to provide cover and shall not be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union United Kingdom or United States of America.



Sub-section A Loss or damage

DEFINED EVENTS

This policy covers Loss of or damage to any vehicle described in the schedule and its accessories and spare parts whilst thereon. In addition, if such vehicle is disabled by reasons of any loss or damage insured hereby, the insurer will pay the reasonable cost of protection and removal to the nearest repairers and the insured may give instructions for repairs to be executed without the previous consent of the insurer to the extent of but not exceeding R10,000 (vat included), provided that a detailed estimate is first obtained and immediately forwarded to the insurer.

The insurer will also pay the reasonable cost of delivery to the insured, after repair of such loss or damage, not exceeding the reasonable cost of transport to the permanent address of the insured within the territorial limits stated in the schedule

Provided that:

1. the limit of indemnity for each type of vehicle shall not exceed the retail value of the vehicle and its accessories and spare parts at the time of such loss or damage. This may be adjusted for high mileage and the condition of the vehicle at the time of loss.
2. the insurer may, at their own option, repair, reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may choose to pay in cash the amount of the loss or damage not exceeding the retail value of such vehicle and/or its accessories and/or spare parts at the time of such loss or damage
3. if, to the knowledge of the insurer the vehicle is the subject of a finance arrangement, suspensive sale or similar agreement, such payment shall be made first to the financier / owner described therein and the balance shall be paid to the insured whose receipt shall be a full and final discharge to the insurer in respect of such loss or damage
4. in respect of each and every occurrence giving rise to a claim under this section, the insured shall be responsible for the first amounts payable stated in the schedule of any expenditure (or any less expenditure which may be incurred) for which provision is made under this section (including any payment in respect of costs, expenses and fees) and of any expenditure by the insurer in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the insurer shall include any First Amount Payable for which the insured is responsible, such amount shall be paid by the insured to the insurer forthwith

EXCEPTIONS TO THIS SECTION

The insurer shall not be liable for:

- (a) consequential loss as a result of any cause whatsoever, depreciation in value whether arising from repairs following a defined event or otherwise
- (b) wear and tear, mechanical or electrical breakdowns, failures or breakages
- (c) damage to tyres by application of brakes or by road punctures, cuts or bursts



- (d) damage to springs/shock absorbers due to inequalities of the road or other surface or impact with such inequalities such as potholes etc.
- (e) detention, confiscation, repossession or requisition by customs or other officials or authorities unless following a defined event for which indemnity is provided under this section, provided that damage occurring during such detention, confiscation or requisition, which is discovered on return of the vehicle to the insured, is not hereby excluded

Sub-section B Liability to third parties

Defined events

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

- (i) death of or bodily injury to any person, but excluding death of or bodily injury to any person in the employ of the insured arising from and in the course of such employment or being a member of the same household as the insured
- (ii) damage to property other than property belonging to the insured or held in trust by or in the custody or control of the insured or being conveyed by, loaded onto or unloaded from such vehicle

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

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



3. indemnify the insured while personally driving or using any private type motor car not belonging to him and not leased or hired to him under a lease or suspensive sale agreement, provided the insured is an individual and has insured hereunder a vehicle described under definition (a) or (b) and provided the insurer shall not be liable for damage to the vehicle being driven or used
4. indemnify the insured in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer), provided the insurer shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

Exceptions to sub-section B

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

- (a) so much of any compensation or claim as fails within the scope of any compulsory motor vehicle insurance enactment. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected
- (b) death of or injury to any person being carried in or upon or entering or getting onto or alighting from a vehicle described in definition (b), (c), (d) or (e) at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1 500kg)
- (c) liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant. This exclusion shall not apply to forklift trucks.

Limits of indemnity

Unless otherwise stated, the liability of the insurer under this sub-section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the schedule.

Sub-section C Medical expenses

Defined events

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external and visible means, the insurer will pay to the insured the medical expenses incurred as a result of such injury up to R10,000 per injured occupant but not exceeding R50,000 in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

The amount payable under this sub-section shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation.

The term medical expenses includes any costs incurred to free such injured occupant from such vehicle or to bring such injured occupant to a place where medical treatment can be given.



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Defined vehicle but only if it is insured under sub-section A of this section

1. Any private type motor car or motorised caravan
2. Any other type of insured vehicle other than a bus or taxi

Specified part of vehicle in which the injury must occur

Anywhere inside the vehicle
The permanently enclosed passenger carrying compartment

LIMITS OF INDEMNITY

Unless otherwise stated the liability of the insurer under any section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the schedule

OPTIONAL LIMITATIONS

Third party only limitation (if stated in the schedule to be applicable)

The Loss or Damage and the Medical Expenses sections are cancelled

Third party, fire and theft only limitation (if stated in the schedule to be applicable)

The liability of the insurer under the Loss or Damage section is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion or by theft or any attempt thereat. Further, the Medical Expenses section is cancelled

DEFINITIONS

1. Occurrence

The term occurrence shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance. If more than one vehicle is involved in the same occurrence this shall be deemed to be one occurrence in respect of a Stop Loss under an Aggregate Excess policy. Unless otherwise stated, the deductible applies per vehicle despite there being more than one vehicle involved in an occurrence



2. Vehicle

The term vehicle shall mean: -

- (a) private type motor cars (including station wagons, safari vans, estate cars, and the like or similar vehicles designed to seat not more than 9 persons including the driver);
- (b) commercial vehicles with a Gross Vehicle Mass not exceeding 3,500kg
- (c) commercial vehicles with a Gross Vehicle Mass exceeding 3,500kg and special type vehicles
- (d) motor cycles (including motor scooters, quad bikes and 3-wheeled vehicles
- (e) buses (including any vehicle used for business purposes and designed to seat more than 9 persons, including the driver)
- (f) trailers, i.e. any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle, but excluding any parts or accessories not permanently fitted thereto;
- (g) the vehicle (as defined herein) towed by another vehicle shall be deemed to be one vehicle

Any such vehicle being owned by or hired or leased to the insured, including any such vehicle temporarily operated by the insured as replacement for any vehicle out of use for the purpose of overhaul, upkeep and/or repair provided that the insurer's maximum liability shall not exceed the lesser of the retail value of the replacement vehicle or the limit of indemnity of the replaced vehicle as stated in the schedule. Unless otherwise stated, the term vehicle shall include such vehicle's accessories and spare parts while thereon or therein

3. Value

For the purpose of this policy, the term "retail value of the vehicle" shall be deemed to be the retail value of a vehicle of the same model and year of manufacture, including the value of spare parts and accessories, as reflected in Mead and McGrouther's Dealers Guide or similar publication for the year and month in which the loss took place



EXTENSIONS

1. Airfreight of Replacement Parts

This insurance covers the cost of airfreighting and express delivery for replacement of parts and accessories subsequent upon damage to the vehicle as a result of a defined event provided that such costs do not exceed 50% of the amount that the repair or replacement cost would have been had such additional cost not been incurred

2. Automatic Cover (specified vehicles only)

In respect of vehicles insured on a specified basis, this insurance shall apply from the time that a vehicle is registered in the name of the insured, notwithstanding that such vehicle may not have been notified to the insurer provided that the insurer is notified within a period of 31 days after the date of registration

3. Clothing and Personal Effects

This insurance extends to cover loss of personal possessions in or on the insured vehicle as a result of an accident, fire, theft or attempted theft up to a maximum of R5,000 unless the loss is already covered under any other current insurance policy

This extension does not cover money, documents, jewelry, cell phones, goods, samples or business equipment carried in connection with any trade or business

4. Constructive Total Loss

In respect of vehicles as described in the schedule the insurer agrees that should damage be caused to an extent greater than 70% of the retail value of the vehicle at the time of such damage the vehicle will be treated on a total loss basis provided that upon settlement of the claim the insurer shall become entitled to possession and ownership of the damaged vehicle

5. Contingency Cover – Sub-contractors

This insurance is extended to include claims made against the insured in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not the property of or provided by the insured whilst being used by any sub-contractor of the insured

Provided That

- (i) this extension excludes any compensation or claim which falls within the scope of the compulsory Road Accident Fund Act No. 56 of 1996 (South Africa) or any amendment replacement or substitution thereof
- (ii) Insurer shall not be liable for loss of or damage to any motor vehicle being used for the purpose described above
- (iii) Insurer shall not be liable for claims made against the insured which are indemnifiable under any other policy of insurance



- (iv) the terms, exclusions and conditions of this Insurance shall otherwise apply

6. Contingent Liability (If stated in the schedule to be included)

The indemnity provided by this insurance shall include claims made against

- (a) the insured in the event of an accident arising in the course of the business and caused by or through or in connection with any vehicle not the property of nor provided by the insured while being used by any director, partner, member or employee of the insured (hereinafter in this extension referred to as such person);
- (b) any such person in the event of an accident arising in the course of the business and caused by or through or in connection with any vehicle not belonging to the insured nor leased nor hired by the insured but only in so far as such person has not been refused any motor insurance or continuance thereof by any insurer

Provided That

- (i) the insurer shall not be liable for damage to any vehicle being used for the purposes and in the manner described above
- (ii) the payment by the insured of subsidies or travelling allowances to such person for the use of his own vehicle for official purposes of the insured, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this extension
- (iii) if, at the time of the occurrence of any accident giving rise to a claim under this extension, the insured is entitled to indemnity under any other insurance in respect of the same occurrence, the insurer shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such policy
- (iv) the terms, exceptions and conditions of this insurance shall otherwise apply

7. Passenger liability extension (if stated in the schedule to be included)

Exception (b) to sub-section B shall not apply to vehicles described in the definitions. This extension shall not apply to vehicles described below:

- A) Commercial Vehicles with a gross vehicle mass exceeding 3500kg other than special types as described in the schedule
- B) Motor Cycles including motor scooters, four wheeler, three wheelers and sidecars.
- C) Buses including any vehicle used for business purposes and designed to seat more than 9 persons including the driver.
- D) Trailers, forklifts, cranes and any vehicle without a means of self-propulsion.



The limit of indemnity for any one occurrence shall not exceed the amount stated in the schedule (This cover is restricted to the Republic of South Africa only).

8. Unauthorised passenger liability extension (if stated in the schedule to be included)

The indemnity thereto, extends to cover the insured's legal liability for death of or bodily injury to persons while being carried in or upon or entering or getting onto or alighting from any vehicle in contravention of the insured's instructions to their driver not to carry passengers.). The limit of indemnity for any one occurrence shall not exceed the amount stated in the schedule (Restricted to the Republic of South Africa only).

9. Credit Shortfall

If any total loss settlement is less than the amount owing by the insured to the financier under a current instalment sale or lease agreement, the insurer will pay to the insured an additional amount equal to the shortfall but only up to the retail value as described less

- (a) any arrear instalments or rentals including interest payable on such arrears
- (b) any discount in respect of finance charges and interest for the unexpired term of such hire purchase or leasing agreement on a date not exceeding 31 days after the date of the damage
- (c) the First Amount Payable and provided that the insurer's liability (including the additional payment for credit shortfall) shall not exceed the limit of indemnity, less the First Amount Payable stated in the schedule

10. Cross Liabilities

Where the policy provided for the indemnity of more than one person or entity, each will be indemnified separately and any liability arising between such insureds shall be treated as though separate policies had been issued to each provided that the aggregate liability of the insurer shall not exceed the limit of indemnity stated in the schedule

11. Emergency Charges

This insurance covers costs and expenses incurred by the Insured in respect of the extinguishing or fighting of fire, the removal of debris and wreckage and the costs of recovery of any insured vehicle following damage to such vehicle by a defined event provided that the liability of the Insurer shall not exceed the limit of indemnity stated in the schedule



12. Emergency Travel Costs

This insurance covers the reasonable costs and expenses incurred by the Insured in respect of travelling and accommodation due to loss or damage to a vehicle provided that the liability of the insurer shall not exceed the limit of indemnity stated in the schedule

13. Employees as Co-Insureds

It is hereby declared and agreed that where employees are co-insureds this insurance applies solely in respect of an employee's interests in those vehicles.

14. Employees' Vehicles

This insurance covers loss or damage to an employee's vehicle whilst the vehicle is being used on the business or occupation of the insured.

Provided that

- (i) such employee is not entitled to indemnity under any other insurance.
- (ii) the terms, exceptions and conditions of this insurance shall otherwise apply.
- (iii) the insurer has been notified of the use of the employee's vehicle and the insurer accepted the use of the vehicle.
- (iv) the insurer may charge an additional premium

15. Guarantees and Warranties

Subject to the settlement of a claim under the Loss or Damage Section of this policy and the insured vehicle is still the subject of a supplier's or manufacturer's guarantee or warranty, the repair, replacement or reinstatement of the vehicle shall include everything reasonably necessary to preserve all benefit under such residual guarantee or warranty, provided that the total amount recoverable shall not exceed the sum insured or limit of indemnity of the particular item

16. Import Duty Extension

In the event of a claim indemnifiable in terms of the policy occurring whilst any vehicle is in Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique or Malawi and as a result of such claim the vehicle cannot be returned to the Republic of South Africa and import duty becomes payable by the insured to the authorities in the countries named above then the insurer will pay to the insured 50% of the amount of import duty actually levied and paid, provided that:

- (a) the maximum amount payable in terms of this extensions shall not exceed the limits of indemnity in respect of any one vehicle or unit



- (b) the insured shall bear the cost and take all reasonable steps to have the vehicle returned to the Republic of South Africa

17. Indemnity to Rail Service Provider

The insured shall not be prejudiced by the signing of an indemnity to any provider of rail services or the acceptance of any special conditions relating to traffic consigned to a private siding or similar agreements with any government bodies.

18. Interests of Others

To the extent that they have been notified to the insurer, the interests, in terms of various agreements entered into by the Insured and advised to the insurer, of others including but not limited to mortgagees, lessors and owners in certain property insured by this policy are noted

19. Locks, Keys, Remotes and Alarms

This insurance covers the cost of replacing locks and keys, including remote alarm controllers and, if necessary, the reprogramming of any coded alarm system of any insured vehicle following upon the disappearance of any key or alarm controller of such vehicle or following upon the insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller provided that the liability of the insurer shall not exceed the limit of indemnity stated in the schedule

20. New for Old

In respect of vehicles as described in definition 2 (a) and (b), the insurer will, in lieu of making a monetary payment and subject to the consent of the insured and of any other interested party known to the insurer, bear the costs for replacing the vehicle with a new vehicle of the same make and model (subject to the availability thereof) if, within a period of 12 months after the date of the first registration of the vehicle as new

- (a) the vehicle is lost by theft or hijack and not recovered within 14 days after the theft or hijack was reported to the insurer
- or
- (b) damage is caused to the vehicle to an extent greater than 70% of the reasonable retail value of the vehicle at the time of such damage

Provided that

- (i) the vehicle has not travelled on average more than 2,500 km per month from the date of such first registration. The onus of proving the average kilometer's travelled by the vehicle rests upon the insured
- (ii) if the vehicle is replaced as described above, the insurer shall become entitled to possession and ownership of the damaged vehicle



- (iii) the maximum amount payable by the insurer for a new vehicle, shall not exceed the limit of indemnity stated in the schedule

21. Non-contribution

Notwithstanding general condition 2 and paragraph 2 (c) of the Liability to Third Parties section defined events, the insurer agrees that in the event of any person who is driving or using any vehicle described in the schedule on the insured's order or with the insured's permission, being entitled to indemnity in terms of the Liability of Third Parties section and insurance is issued in his own name, such insurance will not be called into contribution unless the insured so requests

22. Parking facilities and movement of third party vehicles

This insurance extends to indemnify the insured in respect of accidents caused by or through or in connection with the moving of any vehicle (not owned or borrowed by or hired or leased to the insured) by any person in the employment of the insured or acting on the insured's behalf, provided always that such vehicle was being moved

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

and provided further that this extension shall not apply in respect of damage to vehicles which are parked for reward

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

23. Principals

Notwithstanding specific Exceptions to Sub-Section B paragraph (c), the indemnity under the Liability to Third Parties section extends to indemnify, to the extent required by the conditions of any contract of the Building Industries Federation of South Africa and, in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by the insured for the purposes of the business, provided that the liability of the insurer shall not exceed the limit of indemnity stated in the schedule

24. Repatriation Costs

Should an insured vehicle be damaged or stolen and recovered in a damaged condition, the insurer's liability in respect of repatriation costs of the vehicle to the Republic of South Africa borders shall be for the insured own costs. The insurers liability will only begin from the South African border.



25. Riot and Strike outside South Africa and Namibia (if stated in the schedule to be included)

This insurance covers loss or damage directly occasioned by or through or in consequence of:

- (i) civil commotion, labor disturbances, riot, strike or lockout;
- (ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above;

provided that this insurance does not cover

- (a) loss or damage occurring in South Africa and Namibia;
- (b) consequential or indirect loss or damage of any kind or description whatsoever;
- (c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- (e) loss or damage related to or caused by any occurrence referred to in General Exception 1.A. (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence

If the insurer alleges that by reason of provisos (a), (b), (c), (d) or (e) loss or damage is not covered by this insurance, the burden of proving the contrary shall rest on the insured

The liability of the insurer shall not exceed the limit of indemnity stated in the schedule

26. Search and Recovery Charges

Where a vehicle's value exceeds R100,000 this insurance covers costs and expenses (including but not limited to helicopter search charges) incurred by the Insured in any search and recovery operation following theft or hijack irrespective whether or not such operation proves successful

It is understood that such costs and expenses shall be payable in addition of the limit of indemnity stated in the Schedule and shall not be subject to the application of any deductible provided that the insurers' liability in connection with any one source or original cause shall not exceed the limit of indemnity stated in the schedule



27. Stolen Vehicle Indemnity

The insurer will indemnify the insured up to the lesser of the current retail value of the insured vehicle or the amount stated in the schedule as the sum insured, if:

- (a) the insured vehicle is found to have been previously stolen
- (b) the insured is found not to have the correct legal title and
- (c) the insured is obliged to return the vehicle to the legal owners or the authorities

Payment is subject to the insured proving to the satisfaction of the insurer that the insured took possession of, and purchased the insured vehicle in good faith

28. Trauma – due to Demarcation regulations we are not able to give Trauma cover, we can only give emergency medical expenses cover.

The insurer will indemnify the insured for the cost of treatment of any principal, partner, director or employee of the insured undergoing treatment by a registered psychologist as a result of their having been psychologically traumatized as a direct result of violence or threat of violence during theft, attempted theft or hijack. The indemnity under this extension is limited to R7,500 in respect of one claim or series of claims from one event

29. Unobtainable Parts Clause

In the event of any part accessory or fitment of whatsoever nature needed to repair or replace damage to the vehicle insured being unprocurable in the Republic of South Africa as a standard ready manufactured article, the insurer will pay for such a part accessory or fitment in Rands

30. Value of Vehicle Maintenance Agreement

The insurer will in addition to the retail value reimburse the value of any existing maintenance agreement following loss or damage to any vehicle subject to their liability not exceeding R5,000

31. Vehicle Rental Agreement Liability

This insurance is extended to indemnify the insured against all sums in respect of contracted rental costs whilst the insured vehicle is disabled as a result of an indemnifiable event which the insured shall become legally liable to pay consequent upon loss or damage to any vehicle rented to the insured during the currency of this policy. This extension shall not, however, include the original contracted rental costs or the cost of obtaining collision and/or theft damage waiver covers,

Provided



The liability of the insurer shall not exceed the limit of liability of a similar vehicle as per the category of vehicle/s stated in the schedule.

32. Waiver of Subrogation Rights

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

33. Windscreen/motor glass

In the event of damage to the windscreen, permanent window glass and/or lights arising out of an accident not causing other damage to the vehicle, the First Amount Payable by the insured shall be the amount stated in the schedule in respect of windscreen replacement

34. Fire extinguishing charges extension

Any costs (not exceeding R5,000) relating to the extinguishing or fighting of fire shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which the company may be liable in terms of this section,

Provided

The insured is legally liable for such costs and the insured property was in danger from the fire.

35. Wreckage removal extension (if stated in the schedule to be included)

The cover provided under sub-section A of this section is extended to include costs and expenses incurred by the insured in respect of the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by a defined event, provided that, in addition to the limit of indemnity under sub-section A of this section, the limit of the company's liability under this extension shall not exceed, in respect of any one occurrence, the limit stated in the schedule to apply to this extension.

MEMORANDA

1. Premium Adjustment Clause

If any part of the premium for this insurance is based on estimates, the insured shall submit to the insurer at the end of each period of insurance a declaration of the actual number of vehicles in each category. If such numbers differ from the original estimate due to vehicles being added during the period of insurance the premium shall be adjusted on the basis of 50% of the difference and shall become payable by the insured.



Vehicles which were accidentally omitted at the inception of the policy and now appear on the declaration will be adjusted at 100% of the premium due.

2. Description of Use Clause

Use for social domestic and pleasure purposes and use for the business or occupation of the insured excluding carriage of passengers for hire, or carriage of fare paying passengers racing speed or other contests rallies trials carriage of explosives or carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry in terms of the National Road Traffic Act of 1996 or any replacement statute or use for any purpose in connection with the motor trade. The indemnity to the insured in connection with any vehicle shall operate while such vehicle is in the custody or control of a member of the motor trade for the purpose of its overhaul upkeep or repair

3. Burning Cost Basis

The loss ratio will be monitored during the period of insurance and if the paid and assessed but not finalized claims exceed the percentage stated in the schedule of the deposit premium, additional premium shall immediately become payable and be paid in terms of the Insurance Act No. 53 of 1998 (as amended)

Paid and assessed but not finalized claims shall be the expenditure in claims plus towing costs, legal costs, assessors' costs and any other cost less the total sum of the first amount(s) payable, recoveries and/or salvage costs

If the policy is cancelled in terms of the above paragraph or in terms of General Condition 3 of the policy then the premium for the period insured will be the balance outstanding to adjust the loss ratio to the percentage as stated in the schedule

The application of a Burning Cost policy is on an annual basis notwithstanding that the policy may be a monthly paid policy.

4. Aggregate Excess Basis

If the policy is rated on an Aggregate Excess Basis the insured shall during the period of insurance be responsible for the First Amounts Payable and Stop Loss as described in the schedule

Provided that

- a) in respect of any one occurrence the Insured shall only be liable for the total of the first amounts payable being the First Amount Payable and the Stop Loss and the insurer shall be liable for any amount exceeding the total amount
- b) during any annual period of insurance the Aggregate as stated in the schedule shall be reduced by all losses and/or amounts of claims after the deduction of the First Amount Payable and within the amount of the Stop Loss. Should the total of all losses and/or claims exceed the Aggregate the insurer shall be



liable for the amount in excess thereof after the deduction of the First Amount Payable in respect of each occurrence for the remainder of the period of insurance

- c) it is a condition precedent to any liability by the insurer that the insured maintains separate files for each incident giving rise to loss or damage and make available to the insurer or a duly appointed loss adjuster such proofs, information and/or sworn affidavits as may be reasonably required to determine liability under this policy
- d) the application of an Aggregate policy is on an annual basis notwithstanding that the policy may be a monthly paid policy .
- e) In the event of mid-term cancellation of the policy, the Aggregate Amount shall be adjusted proportionally.

5. Jurisdiction Clause

The insurer shall not be liable for compensation for damages or costs and expenses of litigation recovered by any claimant from the insured in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa.

SPECIFIC EXCEPTIONS

1. The insurer shall not be liable for any accident injury loss damage or liability: -
 - (a) whilst the vehicle is being used with the general knowledge and consent of the insured otherwise than in accordance with the description of use clause or on a public road if the vehicle is not registered for road use;
 - (b) incurred outside the territorial limits stated in the schedule but the insurer will indemnify the insured against loss of or damage to any vehicle while in transit by sea or air between the ports in these territories including loading and unloading incidental to such transit;
 - (c) incurred while any vehicle is being driven by;
 - (i) the insured whilst under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself)
 - (ii) any other person with the general consent of the insured who to the insured's knowledge is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself)



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- (iii) the insured while not licensed to drive such vehicle or any other person with the general consent of the insured who to the insured's knowledge is not licensed to drive such vehicle provided that any driver shall be deemed to be licensed to drive the vehicle if he is complying with the licensing laws relating to the territory in which the vehicle is being driven or a license is not required by law or while such driver is learning to drive and is complying with the Road Traffic Act laws relating to learners .
2. The insurer shall not be liable for any liability incurred by the insured as a result of accident, injury, loss or damage in respect of:
- (a) vehicles used for the transportation of high explosives such as nitroglycerine, dynamite or any other explosive generally classified as a high explosive substance
 - (b) vehicles used for the transportation of hazardous waste/ recycled materials
 - (c) vehicles used airside at airports or airfields. Airside is deemed to be any area of the airport premises which has restricted right of access, such as runways, taxiways, apron and associated service roads, certain parts of the terminals and other buildings located around the airport premises

GENERAL EXCEPTIONS

- 1 (a) This policy does not cover loss of or damage to property related to or caused by:
- (i) civil commotion, labor disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
 - (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - (iii) (a) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event
or
cause which determines the proclamation or maintenance of martial law or state of siege;
 - (b) insurrection, rebellion or revolution
 - (iv) any act (whether on behalf of any organization, body or person, or group of persons) calculated or directed to overthrow or influence any State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;



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- (v) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- (vi) any attempt to perform any act referred to in clause (iv) or (v) above;
- (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause A (i), (ii), (iii), (iv), (v) or (vi) above

If the insurer alleges that by reason of clause A (i), (ii), (iii), (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured

- (b) This policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this policy applies
- (c) Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this policy does not cover loss or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense

For the purpose of this General exception 1(C) an act of terrorism includes without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof

If the insurer alleges that, by any reason or clause 1(C) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured

2 This policy does not cover

- (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 or arising from
 - (i) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel



- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission

GENERAL CONDITIONS

1. Misrepresentation, misdescription and non-disclosure

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

2. Other Insurance

If, at the time of any event giving rise to a claim under this policy, an insurance exists with any other insurer covering the insured against the defined events, the insurer shall be liable to make good only a rateable proportion of the amount payable by or to the insured in respect of such event. If any such other insurance is subject to any condition of average this policy, if not already subject to any condition of average, shall be subject to average in like manner

3. Cancellation

This policy or any section may be cancelled at any time by the insurer giving 31 days' notice in writing (or such other period as may be mutually agreed) or by the insured giving immediate notice. From the date of cancellation the insured shall be entitled to a pro-rata refund of premium for the unexpired period of insurance

4. Prevention of Loss

The insured shall take all reasonable steps and precautions to prevent accidents or losses including but not limited to compliance and adherence to laws and regulations which are material to the risk. The insured warrants that all laws, regulations, by-laws and rules that apply to the business or to any other matter for which cover is provided in terms of this policy (irrespective of whether the laws, regulations, by-laws and rules are in force at the date the policy is issued, or are enacted after that date) shall be adhered to at all times. The failure to adhere to any applicable law, regulation, bylaw or rule shall entitle the insurer to reject any claim where such failure is material to the claim



5. Claims

- (a) On the happening of any event, which may result in a claim under this policy, the insured shall at their own expense:
- (i) give notice thereof to the insurer as soon as reasonably possible and within a maximum period of 60 days and provide particulars of any other insurance covering such events as are hereby insured;
 - (ii) as soon as practicable after the event inform the police of any claim involving theft or (if required by the insurer) loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property;
 - (iii) as soon as practicable after the event submit to the insurer full details in writing of any claim;
 - (iv) give to the insurer such proofs, information and sworn declaration as the insurer may require and forward to the insurer immediately any notice of claim or any communication whatever writ, summons or other legal process issued or commenced against the insured in connection with the event giving rise to the claim;
- (b) No claim shall be payable after the expiry of twenty four months or such further time as the insurer may allow from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of the insured's legal liability to a third party
- (c) In the event of a claim being rejected and legal action not being commenced within 180 days after such rejection and pursued to finality all benefit afforded under this policy in respect of any such claim shall be forfeited
- (d) If, after the payment of claim in terms of this policy in respect of lost or stolen property, the property (the subject matter of the claim) or any other part thereof is located, the insured shall render all assistance in the identification and physical recovery of such property if called on to do so by the insurer, provided that the insured's reasonable expenses in rendering such assistance shall be reimbursed by the insurer. Should the insured fail to render assistance in terms of this condition when called upon to do so, the insured shall immediately become liable to pay the insurer all amounts paid in respect of the claim

6. The Insurer's Rights after an Event

- (a) On the happening of any event in respect of which a claim is or may be made under this policy, the insurer and every person authorized by them may, without thereby incurring any liability and without diminishing the right of the insurer to rely upon any conditions of this policy
- (i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and license of the insured to the insurer to do so. The insured shall not be entitled to abandon any property to the insurer whether taken possession of by the insurer or not



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- (ii) take over and conduct in the name of the insured the defense or settlement of any claim and prosecute in the name of the insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the insured without the written consent of the insurer
- (b) Any claimant under this policy shall at the request and expense of the insurer do and concur in doing and permit to be done all such acts and things as maybe necessary or reasonably required by the insurer for the purpose of enforcing any rights and remedies or of obtaining relief or indemnities from other parties to which the insurer shall be or would become entitled or subrogated upon its paying for or making good any loss damage or indemnity under this policy whether such acts and things shall be or become necessary or required before or after the indemnification by the insurer. If the insured or anyone acting on his behalf shall not comply with the requirements of the insurer or shall hinder or obstruct the insurer in doing any of the abovementioned acts then all benefit under this Policy shall be forfeited
- (c)
 - (i) Any benefits or amounts which, by settlement or otherwise, may be obtained in pursuance of a claim by the insurer pursuant to clause 6(b) above shall be paid directly to the insurer
 - (ii) Any such benefits or amounts recovered shall accrue firstly to the account of the insurer in respect of the amount paid out by the insurer to the insured in terms of the policy, secondly to the account of the insurer in respect of the insurer's costs of pursuing the claim, on an attorney and client basis, and any balance remaining shall accrue to the insured
 - (iii) The insurer reserves the right to appoint recovery agents, the cost of which shall be deducted from any amount recovered before disbursement to the insurer or the insured
- (d) In respect of any section of this policy under which an indemnity is provided for liability to third parties the insurer may in the case of any event pay to the insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the insurer shall thereafter not be under further liability in respect of such event

7. Fraud

If any claim under this insurance is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on their behalf or with their knowledge or consent to obtain any benefit under this policy or if any event is occasioned by the willful act or with the connivance of the Insured, the benefit afforded under this insurance in respect of any such claim shall be forfeited.

8. Breach of Conditions

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



9. No rights to other persons

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

10. Hazardous Substance Condition

It is a condition precedent to liability of the Insurer in regard to the transport of Hazardous Substances under this Policy that the Insured is in compliance with Chapter VIII of and that the Vehicle is being used in a condition which complies with the provisions and regulations of the National Road Traffic Act 93 of 1996 and the National Road Traffic Regulations 2000 and/or any other applicable or subsequent legislation and /or regulations providing for the use of motor vehicles on a public roadway in South Africa or any similar legislation which applies to the countries specified as the Territorial limits

GENERAL PROVISIONS

A. Claims Preparation Costs

The insurance by each section of this policy is extended to include costs reasonably incurred by the insured in producing and certifying any particular or details required by the insurer in terms of general condition 5 or to substantiate the amount of any claim, provided that the liability of the insurer for such costs in respect of any one claim shall not exceed the amount stated in the schedule or 10% of the sum insured or limit of indemnity on the item affected, whichever is the lesser amount, plus any amount stated in the schedule against an item for additional claims preparation costs

B. Payments on Account

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

C. First Amount Payable

Except where provided for specifically in any section the amount payable under this policy/section for each and every loss, damage or liability shall be reduced by the First Amount Payable shown in the schedule for the applicable insured event

D. Meaning of Words

The schedules and any endorsements thereto and the policy wording shall be read together and any word or expression to which a specific meaning has been given in any part thereof shall bear such meaning wherever it may appear



E. Premium Payment

- (a) Annual Policies: Premium is due within the month of inception or renewal as the case may be, or within 15 days of the due date, for cover to remain in place.
- (b) Monthly Policies: Premium is payable on or before the inception date or renewal date as the case may be, or during the 15 day grace period after the due date.

The insurer shall not be obliged to accept premium tendered to them after inception date or renewal date as the case may be but may do so upon such terms as they at their sole discretion may determine

F. Holding Covered

If the insurer is holding covered on a risk, they will not reject a claim on the grounds that the premium has not been paid at the time of the loss provided that any premium due from the date of initially holding covered is paid before the claim is settled. Holding cover will be for a maximum of 14 days and should no documentation be received within that period cover will automatically lapse.

G. Schedule sums insured blank

If, in a schedule of this policy, the sum insured, limit of indemnity or compensation is:

- (i) left blank or has no monetary amount stipulated against it
- (ii) reflected as nil or not applicable or not covered or no indemnity extended

this means the defined event or circumstance shown in the schedule is not insured by the policy

H. Security Firms

If an employee of a security firm employed by the insured under a contract causes loss or damage, the insurer agrees, if in terms of the said contract the insured may not claim against the said security firm, not to exercise their rights of recourse against the said security firm

The insurer shall not raise as a defense to any valid claim submitted under any section of this policy that the insurer's rights have been prejudiced by the terms of any contract entered into between the insured and any security provider relating to the protection of the insured property

Specific condition

If, during the period of this policy, 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 insurer immediately the insured have knowledge of such fact.



OTHER MATTERS OF IMPORTANCE

- (a) We must be informed of any material changes to the policy or information provided. Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance.
- (b) If the information above was given to you verbally, it must be confirmed to you in writing within 14 days.
- (c) If any complaint to the broker or insurer is not resolved to your satisfaction, you may submit a complaint to the Short-term Insurance Ombudsman of which Details are listed in your schedule
- (D) You are entitled to cancel your contract of insurance within a period of fourteen (14) days after inception should you decide the product does not meet your requirements.

LICENCING REQUIREMENTS IN THE REPUBLIC OF SOUTH AFRICA UNDER THE ROAD TRAFFIC ACT .

1. Professional Driving Permit (PrDP)

To drive on a public road in South Africa transporting goods, dangerous goods or passengers for an income you must have a professional driving permit (PrDP).

The permit is issued in addition to an ordinary driving licence. A PrDP applies to the following motor vehicle categories:

- a) a goods vehicle with a gross vehicle mass exceeding 3 500kg
- b) a breakdown vehicle or a bus
- c) a minibus weighing more than 3 500kg or designed to carry 12 or more people (the driver included)
 - light motor vehicles, indicated in the economic sector for carrying passengers for reward (taxi-cab)
 - a motor vehicle designed to carry 12 or more people
 - any vehicle for which an operating licence is issued for a dangerous goods vehicle (e.g. fuel tanker).

Age restrictions for the motor vehicle categories are as follows:

you should be 18 years or older to hold a PrDP for a goods vehicle

you should be 21 years or older to hold a PrDP for a passenger vehicle

you should be 25 years or older to hold a PrDP for a dangerous goods vehicle.

You can only obtain a PrDP if you:

have a valid driving licence for the type of vehicle in question

have been certified as medically fit by a doctor



have been certified by an approved training body (only required for category D (dangerous goods) vehicles)

do not have a criminal record for (in the past five years):

driving a motor vehicle while under the influence of intoxicating liquor or a drug having a narcotic effect

driving a motor vehicle while the concentration of alcohol in your blood or breath exceeded a statutory limitation

in the case of an application for a category P and D permit, an offence of which violence was an element.

have never had your driving licence suspended

have never been convicted of a criminal offence or paid an admission-of-guilt fine.

As the operator or owner of the motor vehicle for which a PrDP is required, you may not let another person drive the vehicle on a public road unless they have a valid PrDP for the appropriate category.

2. Drivers license requirements in South Africa

You are required to have a valid driving licence to drive legally on South African roads. Before applying for a driving licence, you must have a learner's licence.

Different licences are issued for the various categories of motor vehicle:

- **Code A1:** This is for a motorcycle with or without a sidecar and with an engine not exceeding 125 cc. You must be at least 17 years old on the date of the test.
- **Code A:** This is for a motorcycle with or without a sidecar and with an engine that exceeds 125 cc. You must be 18 years or older to apply.
- **Code B:** This is for a motor vehicle, including a minibus, bus and goods vehicle, with a gross vehicle mass not exceeding 3 500 kg. You must be 18 years or older to apply.
- **Code C1:** This is for a motor vehicle, a bus, minibus or goods vehicle with a gross vehicle mass between 3 500 kg and 16 000 kg. You must be 18 years or older to apply.
- **Code C:** This is for a motor vehicle, a bus or a goods vehicle with a gross vehicle mass exceeding 16 000 kg.
- **Code EB:** This is for a light motor vehicle that is articulated (light motor vehicle drawing a trailer) with a gross combination mass not exceeding 3 500 kg. You must be 18 years or older to apply combination of a motor



vehicle with a tare not exceeding 3 500 kg and a minibus, bus or goods vehicle with a gross vehicle mass not exceeding 3 500 kg. You must be 18 years or older to apply.

- **Code EC1:** This is for an articulated heavy motor vehicle (heavy motor vehicle drawing a trailer[s]) with a gross combination mass between 3 500 kg and 16 000 kg. You must be 18 years or older to apply.
- **Note:** a combination of a motor vehicle with a tare between 3 500 kg and 16 500 kg and a minibus, midibus, bus or goods vehicle with a gross vehicle mass between 3 500 kg and 16 000 kg. You must be 18 years or older to apply.
- **Code EC:** This is for an articulated heavy motor vehicle (heavy motor vehicle drawing a trailer[s]) with a gross combination mass exceeding 16 000 kg or a combination of a bus or goods vehicle with a gross vehicle mass exceeding 16 000 kg. You must be 18 years or older to apply.

3. Roadworthy certificate

All vehicles must have a roadworthy certificate. Your motor vehicle must be tested for roadworthiness before you register it in your name.

If your motor vehicle is used for public transport or is a heavy-load vehicle (excluding buses), you must take it to be tested for roadworthiness every year before you renew the motor vehicle license. A bus must be tested for roadworthiness every six months.

It is your responsibility as the owner of a vehicle to have your vehicle tested. You can take it to a private or public vehicle testing station.

At the end of the roadworthy test, if passed, a certificate is issued.

CODE OF CONDUCT

SECTION 21 of the Code of Conduct provides that no provider may request or induce in any manner a client to waive any right or benefit conferred on the client by, or in terms of, any provisions of this code, or recognize, accept or act on any such waiver by the client and any such waiver is null and void.



IMPORTANT - PLEASE NOTE

(This does not form part of the Insurance Contract (policy) or any other document. It does however contain valuable information)

DRINKING & DRIVING

You must be aware that if you crash your car while driving under the influence of alcohol or other drugs, your insurance company has the right to repudiate your claim, leaving you liable not only for the damage to your vehicle, but also for any other damage caused by the accident.

What you may not know, and what the Ombudsman for Short-term Insurance, states is that your insurer does not have to prove beyond reasonable doubt that you were driving under the influence for it to repudiate your claim. It simply has to come to that conclusion "on a balance of probabilities".

The outcomes of criminal and civil cases are determined by different criteria.

"In criminal cases, in order to secure a conviction of drunk driving or driving under the influence, the State is required to demonstrate beyond reasonable doubt that a driver was indeed driving in such a state.

"In civil cases, however, such as a claim under an insurance policy, the insurer need only show that the insured was, on a balance of probabilities, driving under the influence.

This means the insurer does not have to rely on the results of a blood or breath test to confirm that you were over the legal limit at the time of the accident; all it needs is sufficient circumstantial evidence.

"Examples of circumstantial evidence on which insurers often rely are statements by police or emergency service personnel at the scene of the accident, doctors or nurses who attended to a driver who was admitted to hospital, eyewitnesses who were able to observe the driver's demeanour, witnesses who can account for the driver's whereabouts prior to the collision and who can attest to whether he or she consumed alcohol, and video footage from restaurants or bars,"

LEAVING THE SCENE OF AN ACCIDENT

Another common condition found in motor vehicle insurance policies, the ombudsman says, is that the driver may not unlawfully leave the scene of an accident.

If you are in an accident in which a person or an animal is killed or injured, or any property (including another vehicle) is damaged, the National Road Traffic Act requires that:

- * You stop your vehicle and report the accident to the police;
- * You ascertain whether a third party sustained any injuries, and if so, render whatever assistance you can;



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- * You ascertain the nature and extent of any damage sustained;
- * Where reasonable grounds exist for a person to ask for your name, address and other personal details, you provide such information;
- * If no report is lodged at the scene of the accident, you report the accident to the police within 24 hours of the accident (unless you are prevented by injury from doing so) and produce your driver's licence and further details; and
- * Except on the instructions of a medical practitioner, you may not consume any alcohol or drugs until you have reported the accident to the police and, if so ordered by a traffic officer, you have to be examined by a medical practitioner.

Your failure to comply with any one of these provisions entitles your insurer to reject your claim, and if you complain about it to the ombudsman's office, your complaint is likely to be rejected.



EMERGENCY ROADSIDE ASSISTANCE (if stated in the schedule to be included)

** Note who the service provider is.

Factory & Industrial offers Policyholders some peace of mind in the event of emergency.

Call **0861 708 007**, for assistance

These services are available 24/7/365 days

Factory & Industrial offers members some peace of mind in the event of an emergency.

Call **0861 708 007**, for assistance

These services are available 24/7/365 days

EMERGENCY ROADSIDE ASSISTANCE

The Call Centre provides immediate access to a team of dedicated case managers, together with a national complement of accredited assistance service providers who will assist with roadside emergencies. The services are only applicable when the service is requested through the Call Centre. Parts, repairs, maintenance services and such other goods and services as indicated below are not included. The Call Centre may, depending on the circumstances, elect to incur the costs of certain items on the member's behalf and recover such costs from the member.

Please note that this product does not constitute an insurance product and the Call Centre therefore does not in any way indemnify the member against losses, liability, expenses or damages suffered.

Should the member find themselves stranded because of a vehicle breakdown or an accident, the Call Centre will arrange one of the following services:

Mobile Mechanic Breakdown Service

Should the vehicle become disabled as a result of mechanical or electrical breakdown, a mobile mechanic will be dispatched. The costs will be for the member's or driver's own account and is payable by the member to the service provider at the time of incident. Service is provided on a best effort basis and is subject to availability of a qualified Service Provider. Should a mechanic not be available to assist at the time of incident, towing assistance will be provided. This service will be arranged up to a 60km roundtrip (from starting point to the point of dispatch).

Flat Battery

The Call Centre will arrange to have the vehicle jump started. If the Call Centre cannot resolve the problem at the scene, the vehicle will be towed by an appointed Service Provider to the nearest most appropriate place of repair or safety. This service will be arranged up to a 60km roundtrip (from starting point to the point of dispatch).



Keys locked in Vehicle

The Call Centre will arrange to open the vehicle and retrieve the car keys. This service will be arranged up to a 60km roundtrip (from starting point to the point of dispatch). If the Call Centre cannot resolve the problem at the scene, the vehicle will be towed by an appointed Service Provider to the nearest most appropriate place of repair or safety. This service will be arranged up to a 60km roundtrip (from starting point to the point of dispatch). Additional costs for repairs are not included as part of the service and are for the member's account.

Flat Tyre

The Call Centre will arrange to have the tyre changed using the member's spare tyre. In the event that there is no spare tyre, the Call Centre will arrange for the vehicle to be towed to the nearest approved repairer or fitment centre. This service will be arranged up to a 60km roundtrip (from starting point to the point of dispatch).

Run out of fuel

The Call Centre will arrange for fuel to be delivered to the member. The Call Centre will supply up to 10 litres of fuel for the member's account. This service will be arranged up to a 60km roundtrip (from starting point to the point of dispatch) and is limited to 2 incidents per annum. Additional fuel can be arranged at the member's cost.

Winching/Extracting Assistance

Assistance will be provided for extracting the vehicle when accidentally stuck in a ditch or other inaccessible areas, when such location is within 50 metres of a paved road or highway. This service does not include extraction when driving a vehicle off-road or on unpaved highways. Service Provider rates are charged per hour.

Mechanical and Electrical Breakdown

The Call Centre will tow the **vehicle, caravan or trailer** (provided the caravan or trailer is covered on the policy) to the nearest franchised dealer (if under warranty) or to the nearest repairer up to a 60km roundtrip (from starting point to the point of dispatch).

Accident Tow

In the event of an accident, the Call Centre will arrange for the **vehicle, caravan or trailer** (provided the caravan or trailer is on the policy) to be towed to the nearest insurance approved motor body repairer (MBR) from the accident scene. The Service is facilitated within a 300km round-trip (from starting point to the point of dispatch).

Storage

The Call Centre will arrange for the safe storage of the **vehicle, caravan or trailer** (provided the caravan or trailer is covered on the policy) overnight, public holidays or weekends where necessary. On the next working day, the vehicle will be relocated to the nearest approved dealer or repairer. Second Tows will be for the member's account (this excludes tows that are a continuation of the first tow due to a **vehicle, caravan or trailer** that was towed after-hours / over weekends / public holidays).

Transmission of Urgent Messages

The Call Centre will relay messages of delay or changed arrangements to a nominated family member, employee or business colleague at the member's request.



Should the member find themselves stranded 100km or more from home because of a vehicle breakdown or an accident, the Call Centre will arrange one of the following services:

Courtesy Transport

A 24-hour, Group B rental vehicle can be arranged for the member by the Call Centre. In order to secure the booking on behalf of the member, the member needs to have a valid driver's licence and credit card.

OR

Hotel Accommodation

The Call Centre will arrange for one night's hotel accommodation for the driver of the vehicle at one of their preferred providers in the area.

Roadside Assistance Terms and Conditions

- Services will only be rendered to validated members.
- Each service will be managed on an individual basis and is highly dependent on traffic, weather and correct information being received.
- Roadside assistance services are only available in the event that the breakdown or accident occurs in South Africa, Lesotho or Swaziland. The Call Centre will not refund breakdown or accident assistance charges for incidents that occur in any other country.
- The service only extends to the towing of one **vehicle and a caravan or trailer on the policy**. Multiple Tows (e.g. where the member requires the vehicle and trailer or caravan to be towed will be arranged by applying the applicable limits and subject to the trailer or caravan being entitled to service. Second Tows will be for the member's account (this excludes tows that are a continuation of the first tow due to a vehicle that was towed after-hours / over weekends / public holidays).
- Mechanical Breakdown services are offered whether the **vehicle and a caravan or trailer** breaks down at home or on the road
- Battery replacement costs are for the member's account
 - Limited to South African territory only
- The additional per kilometre rate is subject to change in accordance with fuel price fluctuations.
- All services must be authorised, arranged and managed by the Call Centre. Any costs incurred through arrangements made by the member without prior authorisation from the Call Centre fall outside of the benefit entitlement.
- In the event of a mechanical or electrical breakdown, the **vehicle and a caravan or trailer** is to be towed to the closest franchised dealer or repair centre from the scene of the breakdown per the limits specified.
- A member will only be entitled to courtesy transport and overnight accommodation benefits if the vehicle was towed by the service provider and when the member is more than 100km away from his/her permanent place of residence.
- An Accident shall be defined as damage to one or more body panels (which will require repair in a body shop) as a result of a collision with another vehicle or object. An accident shall also include instances where the engine catches fire, or where impact with a pothole, kerb or pavement result in damage to the suspension, wheels or undercarriage



(and not necessarily the body panels), and where it is clear to the member and the service provider that the damage is of an insurable risk nature, irrespective of whether or not the car is insured. In instances of doubt the service provider shall arbitrate on this latter definition. In the event of the accident being caused by mechanical failure, and in essence where the vehicle under these descriptions is non-driveable, the incident will be considered to be an accident.

- In the event of an accident, the **vehicle and caravan or trailer** is to be towed to the closest insurance approved motor body repairer (MBR) from the scene of the accident.
- The member will be liable for any costs related to the breaking of window glass should there be no other way to gain access to the vehicle to tow.

Exclusions

- Vehicles not in a roadworthy condition.
- If the total mass of the **vehicle, caravan or trailer** exceeds 3500kgs (including the load on board) a more suitable towing vehicle will be needed and as such the member or driver will be liable for additional tow cost attributed to the towing. This is payable to the Service provider at the time of incident.
- Taxicabs and limousines, Recreational Vehicles (RVs), or any vehicles in tow
- Service to **vehicles and caravans or trailers** with expired safety inspection sticker(s), license plate sticker(s), and/or emission sticker(s) where such stickers are required by law.
- Vehicles located at storage facilities.
- Cost of parts, replacement keys, replacement tyres, batteries, fluids, lubricants, cost of installation of products, materials, toll fees, and any additional labour relating to towing.
- Any fees relating to the dismount/mounting of a drive shaft.
- Tyre repair.
- Tyre replacement at any location other than a roadside disablement site.
- Cost of the replacement tyres and its installation.
- Any and all taxes, tolls or fines.
- Non-emergency towing or other non-emergency service including but not limited to mounting or removing of any tyres, snow tyres, off-road tyres, chains or similar items.
- Shovelling snow from around a vehicle.
- Service when a vehicle is snowbound in unploughed areas such as snow banks, snowbound driveways or curb side parking.
- Damage or disablement due to flood, fire, or vandalism.
- Vehicles located at a place of repair
- Service on a vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the vehicle if towed or serviced.
- Towing done by other than a licensed service provider, **vehicle, caravan or trailer storage** charges or a second tow for the same disablement.
- Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc.
- Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.



- Towing for the purpose of disposal (e.g. salvage facility).
- Towing of a vehicle off a boat dock or marina unless such facilities are used for intermodal and ocean freight purposes.
- Transportation for the member to the vehicle for a service or from the vehicle to another destination after the service has been rendered.
- Services may not be requested from a dealer or repair facility.
- Service will not be rendered in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the vehicle in the commission of a crime.
- Repeated service calls for a vehicle in need of routine maintenance or repair.
- Services received independently without prior authorization.

The service provider does not refund:

- Labour, overtime or cellular-phone charges, toll-gate fees, call-out fees, weekend levies, storage charges, hitching/salvage/recovery (defined as an insurable risk related to accessing the vehicle) fees and the cost of spare parts.
- Repair charges
- Charges for assistance rendered by a private person or any service provider unless that service provider is appointed by the Call Centre.
- Charges for assistance required due to participation in a motorised-sporting event.

MEDICAL ASSIST ACCESS

The following benefits are on an access only basis. These services include:

- Emergency telephonic advice and information – 24/7
- Referrals to medical practitioners and facilities
- Liaison with next of kin to keep them informed

In addition to the general medical advice service, medical operators will guide a person through a medical crisis situation involving the member. The member will receive emergency advice or have the necessary support organised, by utilising the 24-hour Contact Centre.

This service includes referrals to Crisis lines in case of:

- Poison Hotline – In House
- Suicide Hotline – Life Line
- Rape and HIV Counselling
- Family and Domestic Abuse
- Child Abuse
- Bereavement Counselling



F&I MOTOR FLEET

For the member's medical aid or own account:

- Emergency medical response to the scene of an incident
- Emergency medical transportation to the nearest appropriate medical facility

Please note: Medical Assistance is only valid for emergencies within the borders of South Africa.