

Motor tender

**PROTECT
YOURSELF
AGAINST
UNEXPECTED
REPAIR COSTS**

**COVER
YOUR CAR
FOR THE
REST OF ITS
LIFE**

**ENJOY
AFFORDABLE
MONTHLY
PREMIUMS**



**SERVICE
BENEFIT ON
SELECTED
PLANS**

Motor Xtender

INSURANCE POLICY

This policy is underwritten by:

The Hollard Insurance Company Limited (Hollard)

Reg No: 1952/003004/06

22 Oxford Road (entrance in Federation Road), Parktown, 2193

Tel: 011 351 5000

www.hollard.co.za

The Policy Schedule and all the terms and conditions form the contract of insurance between Yourself and Hollard. Make sure that You are familiar with the contents of all the documents and that all the details on the Policy Schedule are correct in every respect.

This policy document replaces all previous policy documents.

This policy includes an agreement by You to the disclosure of private underwriting and claims information in General Terms and Conditions Section E.

For queries call:

0860 10 90 99

INTRODUCTION



Purchasing and driving a vehicle is associated with quality, reliability, safety and comfort. In order to enjoy thousands of carefree kilometres with your vehicle, you need to ensure that the vehicle is maintained in a proper way and according to recommended manufacturer specifications. Regular care and professional servicing are necessary for this to be achieved.

It is important that you familiarise yourself with the contents of this policy and ensure that your vehicle is kept in optimum condition and maintained according to the manufacturer's specifications, so that the selected cover on your vehicle remains intact.

We are committed to keeping you on the road through a network of Hollard approved service providers, which will repair and service your vehicle in accordance with manufacturers' guidelines.

As a new client you will be expected to accept the terms and conditions of cover telephonically in order to activate your selected cover. This telephonic acceptance will be recorded for our records and your protection.

IMPORTANT NOTE:

This policy is subject to a waiting period. Please see Section E General Condition 23.

This policy includes an agreement by you to the disclosure of private underwriting and claims information. Please see Section E General Condition 10.

When the mileage of the Vehicle has reached 200 000 km, and/or the Vehicle is more than 10 years old, cover will be limited to 50% of the Limits of Liability as described in Your Policy Schedule.

CUSTOMER RESPONSE CENTRE

Service and maintenance facilities are available and supported by a comprehensive network of Hollard approved workshops throughout the Republic of South Africa. We take much pride and pleasure in providing you with the best customer support possible. Therefore, should you have any difficulty please contact us on the following number for all your requirements, including roadside assistance:

0860 10 90 99

THE CONTRACT

In exchange for receipt of the premium on the premium due date as stated in the Policy Schedule, We agree to indemnify You against the loss or damage as defined occurring during the Period of Insurance, subject to the terms, conditions, exceptions and exclusions contained in this policy or in any subsequent endorsement to it.

The verbal or written application, Policy Schedule, this wording with its terms and conditions, together with any subsequent endorsements, form the contract of insurance between Yourself and Us (Hollard).

Make sure that You are familiar with the contents of all the documents and that all the details on the Policy Schedule are correct in every respect. This policy document replaces all previous policy documents.

POLICY DEFINITIONS

“You / Your / Yours / Yourself”	means the person / persons named in the Policy Schedule as the Policy Holder.
“We / Us / Our”	means The Hollard Insurance Company Limited (Hollard). Hollard is a registered insurance company for the purposes of the Short-term Insurance Act 1998 and a licensed Financial Services Provider for the purposes of the Financial Advisory and Intermediary Services Act 2002.
“Policy Schedule”	means the pages which contain details and particulars of You and this policy and indicates the sections and sub-sections under which You are insured. If any detail is not recorded correctly in all respects You must notify Us as soon as possible.
“Period of Insurance”	means the period of cover as specified in the Policy Schedule and for which premium has been received and accepted by Us.
“First amount payable / Excess”	means the first amount to be paid by You or for which You shall be responsible in respect of each and every claim. The value of the First Amount Payable is shown in the Policy Schedule.
“Limit of Liability / Benefit Limit”	means the maximum We will contribute, subject to the limits/sums insured/benefits stated in the Policy Schedule, towards any accepted claim You may have in terms of this policy.
“Administrator”	shall mean any of the following: Independent Underwriters and Administrators (IU&A) Mototech which specialises in assessing mechanical failures and the administration of warranties, mechanical breakdown insurance and service plans. Small Area Repair Technology Underwriting Managers (SMART) which specialises in the underwriting and claims administration of chips, minor dents and light scratches caused by day to day motoring. Innovation which specialises in roadside assistance.
“Claim Limit”	shall mean the individual limit per claim that applies to this particular policy The total claim value in any Period of Insurance shall not exceed the Limit of Liability.
“Effective Date”	shall mean the date on which the policy starts or the date that amendments become active.
“Mechanical Breakdown”	shall mean the sudden and unforeseen breaking or burn out of any of the components listed as “Components Covered”, arising from mechanical or electrical defect, causing sudden stoppage of their functions and necessitating repair or replacement.
“Vehicle”	shall mean a light motor vehicle, mini-bus, light delivery vehicle and panel van with a gross vehicle mass not exceeding 3 000kg. This definition <u>does not</u> include motor cycles, caravans or motor homes, trailers or boats.



This section of the policy provides You with peace of mind as You will have 24-hour access to the following services in the event of Your Vehicle breaking down anywhere in the Republic of South Africa.

Customer Response Center : 0860 10 90 99

1. Breakdown assistance

In the event of a breakdown You must contact the Customer Response Centre who will organise assistance.

2. Towing recovery

In the event that Your Vehicle cannot be repaired at the roadside, the Customer Response Centre will arrange for the Vehicle to be towed to the nearest place of repair or safekeeping. This benefit is limited to a maximum of R750 (seven hundred and fifty rand) after hours and a maximum of R500 (five hundred rand) during office hours per incident.

3. Faulty Battery

In the event of a faulty battery, the Customer Response Centre will send assistance to jump-start Your Vehicle. This service excludes the costs of parts, components, lubricants or any other similar charges, and is limited to a maximum of R350 (three hundred and fifty rand) per incident.

4. Flat tyre

In the event of a flat tyre, the Customer Response Centre will send a response unit to assist with the removal and fitment of the Vehicle's on-board spare wheel, subject to the appropriate spare wheel being available in Your Vehicle. This service excludes the costs of tyres, parts, wheel balancing or any other similar charges. Should a tow be required this will be covered under the towing benefit.

5. Fuel

If the Vehicle has run out of fuel, call the Customer Response Centre who will send a response unit with a limited amount of fuel.

6. Keys

If the keys are accidentally locked in the Vehicle, or the keys are broken in the ignition or door, please call the Customer Response Centre who will appoint a locksmith to assist You. You will be covered for the call out of a locksmith and one hour's labour. This service excludes the costs of keys, key cutting, lubricants and other similar charges. If the service provider is unable to address the problem at the current location, any additional costs like towing of the Vehicle will be for Your account.

7. Out of Town

The following benefits apply in the event of a breakdown that takes place more than 100 km from Your home, whilst travelling en-route to a destination and which prevents You from continuing Your journey. Please call the Customer Response Centre to arrange the following:

7.1. Vehicle Repatriation

Where You are required to leave Your Vehicle for repair, the Administrator will arrange for the collection of the Vehicle and return it to Your normal place of residence or destination after the repair has been done. Vehicle repatriation cover is limited to a maximum of R750 (seven hundred and fifty rand) per incident.

7.2. Trip Interruption Benefit

If a repair facility keeps Your Vehicle overnight, the Administrator will arrange and pay for accommodation. Cover is limited to a maximum of R500 per incident.

7.3. Car Hire (Roadside assistance only)

In the event of a breakdown covered by this contract, the Administrator will arrange and pay for car hire up to 24 hours to get You to Your destination or place of residence should You wish to spend the night while the Vehicle is being repaired. Cover is limited to a maximum of R700 (seven hundred rand) per incident.

8. Waiver

Whilst We and Our service providers will make every effort to provide the services described in Section A, no liability can be assumed for incidents of damage, theft, delays, personal or consequential loss arising from the performance, non-performance or inability to perform any of these services.

9. Specific Conditions Applicable to Roadside Assistance

Reimbursement - In the event of a call not being logged through the 24-hour call centre, and where You pay for Your own assistance, Innovation Road Assistance will not reimburse You or the service provider.

Locksmiths - In the case of a locksmith being called out, the keys of the Vehicle must be locked inside the Vehicle. Lost keys disqualify You from this benefit.

Immobilisers - Faulty immobilisers are excluded from the service. However, in the event of an immobiliser being defective on the side of the road, Innovation Road Assistance will tow the Vehicle to the nearest service provider.

Towing Distance – This benefit only covers the distance from point of breakdown to the nearest competent or specified repairer. The service does not cover tows from one repairer to another.

Cancellations - In the event of You cancelling an assistance request after 15 minutes of the call being made, You will be liable for a cancellation fee of R150 exclusive of VAT.

Vehicle Covered - The benefits offered by this policy are only applicable to the Vehicles covered by this policy.



This cover is only available if stipulated on the Policy Schedule and additional premiums have been paid.

1. Benefits

If it is not possible to repair the Vehicle within one working day of the authorisation of the repair, Our Administrators will arrange for a rental car for up to a maximum period of 5 days, limited to the rental charges for a manual transition Car (unlimited mileage). This will, however, exclude any deposit, personal insurance, lubricants and fuel or road toll costs and is subject to the terms of the car hire company. This cover is subject to the additional premium being paid as stated in the Policy Schedule.

2. Specific Conditions applicable to Car Hire

- 2.1 You shall sign all documentation as required by the car hire company and You shall provide a fuel deposit in the amount required by the car hire company.
- 2.2 Only people declared to and authorised by the car hire company may drive the rental car and such persons must be in the possession of a valid driver's licence.
- 2.3 You are required to comply with all the terms, conditions and insurance requirements of the car hire company agreement, failing which You shall not be eligible for the benefits in terms of this policy and You will be obliged to return the rental car to the car hire company.
- 2.4 The rental car shall be provided to You with the necessary lubricants, including a full tank of fuel and thereafter You will be responsible for all subsequent refuelling and lubricant costs.
- 2.5 The rental car shall only be used for private or business purposes and shall specifically exclude hiring, carriage of goods or passengers for reward, racing, rallying, trails and speed or other contests.
- 2.6 You will be responsible for :
 - 2.6.1 any insurance first amount payable as determined by the car hire company in the event of loss or damage to the rental car.
 - 2.6.2 any fines incurred whilst the rental car is in Your custody and control or until it is returned.
 - 2.6.3 any delivery and collection charges.
 - 2.6.4 all costs arising after the rental car has been in Your custody and control for longer than the 5 days.
- 2.7 If You breach any of the terms and conditions contained in this policy, the cover shall be voided and You shall be responsible for the payment due to the car hire company for all charges relating to the rental car.
- 2.8 If restrictions on your driver's license prevent you from driving the rental car legally, Your rental car will be upgraded to meet the requirements of your license. Charges for this upgrade are for your account.

1. Benefits

Depending on the selected option, this section covers repairs and/or replacement of the following components as a consequence of a Mechanical Failure occurring during the Period of Insurance and is subject to the terms, conditions and exclusions of this policy.

The total claim shall not exceed the Limits of Liability as specified in Your Policy Schedule.

2. Components Covered (SUBJECT TO THE SELECTED OPTION):

2.1 Engine:

All internal components including oil pump, crank shaft, big end and main bearings, con-rods, gudgeon pins, pistons and rings, valves, valve guides and springs, rockers, push rods, camshafts and cam followers, timing gears, timing chain, timing chain tensioner (excluding decarbonisation and failures caused by build-up of carbon deposits or blown cylinder head gaskets and consequential damage).

2.2 Gearbox/transmission:

Manual Transmission:

All internal components including gears, shafts, syncro hubs and rings, selectors, bearings and bushes plus gear lever linkages.

Automatic Transmission:

All internal components including torque convertor, gears, shafts, syncro clutches and brake bands, servos and governor, valve body, shafts, bearings and bushes plus gear lever and linkages.

2.3 Differential & Front Wheel Drive Unit:

All internal parts of differential or front wheel drive unit, including crown wheel and pinion, differential locks, axle half-shafts, rear hubs and bearings.

2.4 Management System:

Engine and transmission management control units only.

2.5 Steering Mechanism:

Column shaft, bearings and joints, internal components of the steering box, steering rack and pinion, steering pump.

2.6 Braking System:

Master cylinder, servo unit, wheel cylinders and ABS control unit and all sensors (excluding all friction materials).

2.7 Electrical Components:

Alternator, starter motor and windscreen wiper motors (excluding all switches and relays).

2.8 Cooling System:

Water pump, thermostat and viscous cooling fan assembly (excluding fan blades), radiator and expansion bottle, excluding heater matrix and hosing.

2.9 Turbo chargers:

Original manufacturer fitted turbo charger only, including impellers, shafts, bushes and casings (excluding intercoolers).

2.10 Wheel bearings:

All wheel bearings.

2.11 Fuel System:

Mechanical and electrical fuel pumps, airflow meter, idle control valve or motor, throttle body, sensor units and injectors. (excluding all calibration and serviceable components).

2.12 Electronic ignition:

Distributor packs and coil packs, all solid state control and triggered units where fitted as standard by the manufacturer (excluding distributor casing, ignition switch, barrel and key).



2.13 Cam-belt failure:

Cam-belt, cam-belt tensioner pulley & springs, cam-belt bearings, cam-belt cover.

2.14 Drive Shafts:

Half shafts, side shafts, CV joints, prop shafts and CV boots.

2.15 Overheating:

Any overheating related incidents such as, warped cylinder heads, creaked cylinder heads, collapsed piston or piston rings, or failure of the cylinder head gaskets.

2.16 Air Conditioner:

Air conditioner compressor (excluding re-gassing).

2.17 Clutch:

Clutch plate, clutch fork, pressure plate, slave cylinder and release bearing are covered against mechanical failure.

2.18 Flywheel:

Solid and dual mass flywheels.

2.19 Sensor and Sensor Units:

All sensors and sensor units of the engine, transmission and differentials.

2.20 Pulley and Tensioners:

Crank pulley, damper pulley, pulleys coming loose, multi-groove and v-belt idler and tensioner pulley.

3. Age and Mileage Limitation

When the mileage of a Vehicle has reached 200 000km, and/or the Vehicle is more than 10 years old, cover will be limited to 50% of the Limits of Liability as described in Your Policy Schedule.

Please refer to Your Policy Schedule for benefit categories and associated limits.

4. Specific Exclusions applicable to Motor Xtender Cover

This section does not cover:

- 4.1 Rebuilt vehicles (code 3), modified vehicles, commercial vehicles and vehicles that are used, or have been used, in any form of motoring competition or sport.
- 4.2 Vehicles older than 10 years of age or more than 200 000 kilometres on the odometer, unless this cover has been purchased prior to Your Vehicle having reached this age or kilometre limit.
- 4.3 Vehicles used for commercial use.
- 4.4 Any defect resulting from the fitting of experimental units or modifications, other than those approved by the Vehicle's original manufacturer.
- 4.5 Any defect caused by the failure of a component part not covered by this policy.
- 4.6 Failure of any component or part caused by the failure of a non-covered part.
- 4.7 Service materials not specified under section D of this policy.
- 4.8 Working materials and supplies not specified under this policy.
- 4.9 Services falling outside the Vehicle manufacturer's interval specifications.
- 4.10 Fuel, engine oil, transmission oil, brake fluid, and or any other lubricants and service products required between routine servicing of the Vehicle.
- 4.11 Damage or failure if an insured Vehicle has not been serviced in accordance with manufacturer's specifications at an authorised workshop.
- 4.12 The recalling of a Vehicle or part thereof by a manufacturer.

- 4.13 Damage due to loss of coolant in engines using liquid coolant as the principal medium for cooling such engine, or damage due to loss of baffle plates or clogging of any baffle plates by particles of any nature, which may impair the cooling characteristics of any engine.
- 4.14 Claims caused by ingress of foreign matter into fuel and cooling systems.
- 4.15 Any consequential loss or damage, direct or indirect, howsoever arising from the failure of a covered component or part.
- 4.16 Any repairs if We are not able to obtain the odometer reading, or should it be discovered that the odometer or distance recorder has been disconnected or tampered with. This policy does not cover any fault, where we are unable to verify the actual mileage of the insured Vehicle at the time of a claim.
- 4.17 The gradual reduction in operating performance commensurate with the age and mileage covered by the Vehicle. This includes, but is not limited to, gradual loss of engine compression necessitating the repair of valves or rings and gradual increase in oil consumption due to normal operating functions. The decision as to what is considered fair wear and tear is at Our discretion.
- 4.18 Claims for repair, replacement or alterations not accompanied by a valid, fully completed and detailed VAT invoice.
- 4.19 Any parts not specified under section C of this policy.
- 4.20 Damage to casings caused by frost or rust or as a result of lack of anti-freeze.
- 4.21 Pre-existing damage where the cause of breakdown, in the opinion of the Administrator acting on Our behalf, was evident prior to the effective date of the policy.
- 4.22 Oil leaks of any nature.
- 4.23 Tyres and/ or wheel alignment.
- 4.24 The repair or replacement of any body parts, exterior trim, interior trim and fittings, upholstery, carpets and seat covers.
- 4.25 The repair or replacement of any windscreen, windows, glass, headlights, tail lights, any plastic or lenses.
- 4.26 The repair of any rust, paintwork, bodywork or corrosion.
- 4.27 The repair of any impact damage.
- 4.28 The repair or replacement of any soft top canvas, mechanical or motorised convertible mechanisms.



This cover is only available if You have selected the Maxi Cruise or Cruise product options and have paid the premium accordingly.

1. Benefits

Subject to the terms and conditions set out in this policy, We undertake to compensate You for the service items specified below whenever You deliver Your Vehicle for a service to be executed at the intervals specified in the Vehicle's service booklet, or as indicated by the service indicators.

The following service items are covered up to the maximum amount as specified in Your Policy Schedule:

- 1.1 Oil, oil filters and sump plug gaskets
- 1.2 Air filters
- 1.3 Spark plugs
- 1.4 Fuel filters
- 1.5 Brake fluid
- 1.6 Consumables or sundry charges
- 1.7 Long life coolant
- 1.8 Car wash

2. Specific Exclusions

All and any wear and tear parts are excluded, for example,

- 2.1 Tyres,
- 2.2 Wheel alignment,
- 2.3 Glass,
- 2.4 Wiper blades,
- 2.5 Brake pads,
- 2.6 Brake shoes,
- 2.7 Brake drums and friction disc.
- 2.8 Cables and other linkages are also excluded, as are all globes and fuses.

3. Specific Limitations, Terms and Conditions

- 3.1 The number of services that will be covered over any 12 month period shall not exceed two services. The frequency of servicing may vary dependent on the Vehicle's application and/or operating conditions and where extreme conditions make additional servicing necessary, such supplementary service costs are for Your account.
- 3.2 Any service to be rendered under this cover shall be undertaken in the Republic of South Africa and all repair work must be authorised in advance and carried out by the repairing agent as authorised by the Administrator.
- 3.3 All services shall be carried out by a Hollard approved service provider unless otherwise agreed to by the Administrator. After each service, the appropriate service record must be completed. Service receipts must be retained as proof of service, for provision on request in the event of a claim.
- 3.4 All services need to be carried out no later than 1500 km after the due interval specified by the manufacturer. Any service carried out later than this will invalidate the service claim.

The following conditions apply to the entire policy:

1. CLAIMS PROCEDURE

- 1.1 All claims must be reported to the relevant Administrator immediately. In the event of a breakdown after hours, over a weekend or over a public holiday the claim must be reported to the Administrator on the next working day. Failure to do so may invalidate the claim.
- 1.2 No claim will be accepted unless authorisation has been issued by the Administrator for the repair. All claims documentation must be received by the Administrator within 90 days of the date of completion of the repairs, otherwise they cannot be accepted.
- 1.3 All Vehicles must be serviced and/or repaired by a workshop authorised by the Administrator.
- 1.4 Should it be necessary to disassemble any component to establish the cause or extent of the damage, it is Your responsibility to authorise such disassembly so as to establish liability.
- 1.5 The Administrator reserves the right to inspect any Vehicle or component.
- 1.6 Any repair invoice not submitted within 30 days of the invoice date, will not be considered.
- 1.7 It will remain Your responsibility to arrange a detailed quotation and full failure report to be completed before any claim will be authorised.
- 1.8 The following information necessary when reporting a claim:
 - 1.8.1 Owner's name
 - 1.8.2 Policy number
 - 1.8.3 Current kilometre reading
 - 1.8.4 Nature of breakdown
 - 1.8.5 Address where Vehicle can be inspected and contact person
 - 1.8.6 Service records and/or invoices.
- 1.9 Whilst Hollard may have issued an order for the repair of your vehicle we do not accept responsibility for faults in workmanship performed or materials supplied by the repairer.

2. ELIGIBLE VEHICLES

- 2.1 All light motor vehicles and panel vans with a gross vehicle mass not exceeding 3 000kg.
- 2.2 All vehicles which are less than 10 years old and have completed less than 200 000km at time of inception of this policy.

3. TRANSFERABILITY

In the event that the original purchaser of this policy resells the Vehicle, and provided that this policy is valid at the time of the transfer, this policy is transferable to a subsequent owner. However, this policy will be cancelled and a new policy will be issued in the new owner's name.

A written request must be submitted to the Administrator for the policy to be transferred to the new owner. This policy may not be transferred to another Vehicle.

4. CARE OF VEHICLE

You must take all reasonable steps to maintain the Vehicle and keep it in a proper and efficient state of repair and in the event of any mechanical and/or electrical failure, loss or damage, You must use all reasonable means to protect the Vehicle from further loss or damage.

Vehicles are to be serviced strictly according to the manufacturer's maintenance schedule, unless the Vehicle is fitted with an on-board computer equipped for maintenance and car-care service indicators. Where Vehicles are equipped with service indicators, the indicators shall take precedence.

As proof that the prescribed service requirements were done, the certificates contained in the Vehicle service booklet must be duly completed, endorsed and stamped.



5. BETTERMENT (Wear and Tear)

It is **not** the intention, implied or otherwise, of this policy to make new from old, therefore no wear and tear claims will be considered in the first 6 months of cover.

Where the policy has been in-force for longer than 6 months the following will apply:-

If the damage (in the sole opinion of the insurers representative or duly appointed person) is as a result of wear and tear only, or where no mechanical failure of a covered component has occurred, taking into consideration the policy exclusions, we will pay a maximum of 50% of the specific benefit limit, or 50% of the repair cost, whichever is the lesser amount.

6. REPATRIATION (from outside the Republic of South Africa)

Should any claim in terms of this policy occur outside the borders of the Republic of South Africa, it shall be Your responsibility, and for Your cost, to arrange for the Vehicle to be brought back into the Republic of South Africa. Under no circumstances shall We be responsible to arrange to have the Vehicle repatriated into the Republic of South Africa. Once the Vehicle is in South Africa the normal claim process will apply.

7. PREMIUM PAYMENTS

7.1 If You put a stop payment on Your premium this policy will automatically be cancelled from the date that the premium was due to be paid.

7.2 We reserve the right to change the amount of premium payable under this policy at any time on 1 (one) month's written notice.

7.3 MONTHLY POLICY / PREMIUM PAYMENTS

7.3.1 The policy is automatically renewed for a month every time You pay Your premium which must be paid on the due date.

7.3.2 If We do not receive Your premium by the due date or within 15 days after the due date (except in the first month of cover) Your cover will end on the last day of the period for which premium was paid.

7.3.3 The premium is payable in advance and You will only be covered for that period in respect of which Your premium has been paid.

7.3.4 Non-payment of the premium shall result in the policy terminating.

7.3.5 If We do not receive Your first premium in full on the due date, the policy will be void from inception.

8. SUBROGATION

8.1 At Our expense You must do or allow Us to do everything that may be necessary, or reasonably required by Us, to enforce Our right to claim on Your behalf and in Your name, whether before or after We have settled the claim. If You do not allow Us to take this action, You may lose all benefits under this policy and / or be required to reimburse Us with any benefit You have already received from Us.

8.2 Once We settle a claim, Your rights to claim against other people are automatically transferred to Us.

8.3 You must supply all information and assistance which We may reasonably require and We have the right to take over the defence or settlement of any claim and conduct it in Your name.

9. SETTLEMENT OF CLAIMS

9.1 Irrespective of the section and benefit selected by You in terms of this policy, We have the sole right as to how We will settle Your claim.

9.2 We will not settle a claim until You have signed a release in Our favour.



10. CONSENT TO DISCLOSURE OF CONFIDENTIAL INFORMATION

- 10.1 It is essential for insurance companies to share claims and underwriting information (as well as credit information) in order to enable the fair assessment and underwriting of risks and to reduce the number of fraudulent claims.
- 10.2 On Your behalf and on behalf of any person You represent herein, You hereby waive any right to privacy in any insurance information provided by You or on Your behalf for any insurance policy or claim made or lodged by You or on Your behalf and You agree to such information being disclosed to any other insurance company.
- 10.3 The information provided by You may be verified against other sources or databases.
- 10.4 You also waive any rights of privacy and consent to the disclosure of any information relevant to any insurance policy or insurance claim concerning Yourself.
- 10.5 This consent clause will survive the termination of the policy, including the cancellation or lapsing thereof.

11. INSURABLE INTEREST

- 11.1 You must have a financial insurable interest in the Vehicle throughout the Period of Insurance.
- 11.2 Insurable interest means that You are the owner of or alternatively the good faith possessor in terms of a credit agreement of the Vehicle and bear the risk of financial loss of the Vehicle.
- 11.3 Should Your insurable interest in the Vehicle change, You must notify Us in writing of such change. If You do not, We may reject Your claim.

12. PREVENTION OF LOSS OR DAMAGE

If You take any deliberate risk that results in loss or damage that could give rise to a claim, You will forfeit the right to claim in terms of this policy.

13. RIGHTS OF OTHERS

This policy gives rights to You only. Any extension of Our liability for the losses of any other person gives no right to that person to demand indemnity or compensation from Us. Only You may claim against this policy. We will handle all claims on Your behalf. You may not cede Your rights.

14. CONTRIBUTION

In the event that there are any other insurance policy or policies covering the Vehicle against any insurance provided in terms of this policy, this policy will only provide cover for a pro-rata portion of any claim that You may have.

15. ACCURACY OF MATERIAL INFORMATION

This policy or any part of it can be declared void by Us if any details or information that would affect Our decision to provide You with cover in terms of this policy is withheld from Us at any time. Should You fail to advise Us of any change of such details We shall have the right to cancel this policy from the time that the change occurred.

16. DELIBERATE OR FRAUDULENT ACTS

If any claim under this policy is in any way fraudulent or if 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.

17. PRESCRIPTION / DISPUTE RESOLUTION

You must notify the Administrators immediately when You have a claim in terms of this policy. Should for reasons out of Your control You are unable to contact the Administrators We request that You supply full written details as to why You could not contact the Administrators and submit this to Us within 30 days of the event causing the claim.

If We decline liability for a claim made in terms of this policy or avoid Your policy or You dispute the amount of any claim under this policy, representation may be made to Us within 90 days of the date of Our letter of rejection or avoidance. Your representation must be submitted in writing to:

Hollard Warranties Division
PO Box 87419 Houghton 2041
Fax: (011) 351 8034



Alternatively, You may contact:

The Ombudsman for Short-Term Insurance
PO Box 32334 Braamfontein 2017
Phone: (011) 726 8900
Fax: (011) 726 5501

If Your dispute is not satisfactorily resolved in this manner, You may institute legal action against Us for the enforcement of the claim by way of the service of summons against Us. Summons must be served on Us within 180 days of Our original letter of rejection or avoidance. If this is not done, Your claim will be unenforceable against Us since it will have prescribed and We will then no longer be liable for the claim.

18. CANCELLATION/ AMENDMENT TO COVER

- 18.1 We may amend or cancel Your policy by giving You 30 days notice. We may give notice by fax or by post to Your last known address provided by You.
- 18.2 You may cancel this policy at any time by giving Us 30 days written notice.
- 18.3 The policy will be cancelled if premiums are not paid before the end of the 15 day period of grace and We will make no further requests for premiums from You or Your paying agent.
- 18.4 If You put a stop payment on Your premium this policy will be cancelled from the date that the premium was due to be paid.
- 18.5 To change Your cover option a 30 day waiting period will apply between the notification to change cover and the Effective Date of the new cover option.

19. NOTICE, INSTRUCTION, COMMUNICATION

You must communicate with Us in writing. Any changes to Your policy must be made whenever Your circumstances change. We will confirm these changes by sending You an updated Policy Schedule.

20. NON-COMPLIANCE

If You fail to comply with all the terms, conditions or warranties or if You provide incorrect facts it may result in a claim being rejected or the policy being voided.

21. FIRST AMOUNT PAYABLE BY YOU

Every time You claim, You must pay the First Amount Payable as set out in Your Policy Schedule.

22. JURISDICTION

This policy shall be subject to the laws and statutes applicable in the Republic of South Africa, and We shall only abide by judgements delivered or obtained in the first instance by a court of competent jurisdiction within the Republic of South Africa.

23. WAITING PERIOD - Please refer to policy schedule

- 23.1 Please refer to the Policy schedule for the waiting period.
- 23.2 These limits and restrictions will again apply in the case of a break in cover or the re-instatement of the policy.



The following exclusions apply to the entire policy:

1. This policy does not cover:

- 1.1 Any repairs undertaken without the prior authorisation of the relevant Administrator.
- 1.2 Defects caused by:
 - 1.2.1 Fire,
 - 1.2.2 Collision,
 - 1.2.3 Impact,
 - 1.2.4 Accidental damage,
 - 1.2.5 Misuse,
 - 1.2.6 Abuse,
 - 1.2.7 Drag racing,
 - 1.2.8 Street racing,
 - 1.2.9 Overloading,
 - 1.2.10 Over-revving,
 - 1.2.11 Sabotage or neglect as well as continual use of the Vehicle after an initial fault has been identified.
- 1.3 Any legal liability.
- 1.4 Any consequential loss.
- 1.5 Any damage existing prior to the inception date.
- 1.6 Routine cambelt system maintenance

2. There will be no cover whatsoever where the Vehicle is being driven or used:

- 2.1 For racing, rallies, speed or other contests;
- 2.2 For hiring, carrying of passengers or driving instruction and towing, for which You or the driver received payment (other than for use in a lift club);
- 2.3 To carry a greater load or more passengers than the Vehicle is designed or licensed to carry.



