

TOP UP INSURANCE POLICY WORDING

Underwritten by
Old Mutual Alternative Risk Transfer Insure Limited (OMART Insure)



OMART INSURE

OLD MUTUAL ALTERNATIVE RISK TRANSFER INSURE LIMITED



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GENERAL OPERATIVE CLAUSE

The Company agrees to indemnify the Insured as specified in this policy following loss or damage to the Insured Vehicle(s).

DEFINITIONS

1. THE INSURED

The person or the business entity named as the Insured in the Policy Schedule.

2. THE COMPANY

The Insurer, Mutual and Federal Risk Financing Limited Insurance Company Limited

3. TRADESURE

The Underwriting Manager, Tradesure Commercial Specialists (PTY) Ltd

4. INTERMEDIARY

The Insured's broker who introduced the Insured to and arranged for the Issuing of the Tradesure Top Up Policy.

5. CONDITIONS

The terms, exceptions, conditions, provisions, Policy Schedule and endorsements of this policy.

6. MEANING OF WORDS

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

7. OCCURRENCE

An occurrence or series of occurrences arising from one cause in connection with any one Insured Vehicle or goods in respect of which this policy provides indemnity.

8. PERIOD OF INSURANCE

The Period of Insurance is initially the period from the inception date of the policy to the last day of the calendar month in which the inception date occurs. Thereafter the Period of Insurance is equivalent to one calendar month.

9. INSURED VEHICLE

Vehicle described in the Policy Schedule and registered within the Territorial Limits, whilst in the custody and control of the Insured, excluding any parts and accessories affixed or in the insured vehicle.

10. TERRITORIAL LIMITS

The area which constitutes the Republic of South Africa, Namibia, Angola, Botswana, Kenya, Lesotho, Malawi, Mozambique, Swaziland, Tanzania, Zimbabwe, Zambia, Uganda and Democratic Republic of Congo up to but not beyond Kolwezi.

11. UNDERLYING POLICY

A current, valid commercial motor policy effected in the Insured's name with Mutual and Federal Risk Financing Limited Insurance Company Limited and managed by Tradesure, in respect of the Insured Vehicle.

12. AGREED VALUE:

The amount the vehicle is insured for as agreed by the Insured and the Company represents the value reflected on the valuation submitted by a reputable dealer or alternate valuator from the Motor Trade. This amount is as reflected on the Policy Schedule of Insurance and includes all manufacturer fitted extras and modifications and any non-value manufacturer extras or modifications approved by the Company. The valuation expires after every 12 months from the date on the previous valuation and must be replaced by a revised valuation from a reputable dealer or alternate valuator from the Motor Trade, failing which the insured value will be adjusted in accordance with the value stipulated in the TransUnion Auto Dealers/Guide plus an additional percentage not exceeding 10%.

13. RETAIL VALUE:

The value as stipulated in the TransUnion Auto Dealers/Guide

14. PREMIUM

Amount due in the currency of the Republic of South Africa paid by or on the Insured's behalf to the Company for the insurance cover as stated in the Policy Schedule.

15. EXCESS PERIOD

The period commencing from the date of authorization of loss/damage by the underlying Insurance for a period of 7 (Seven) days thereafter.

16. MEDIUM AND HEAVY COMMERCIAL VEHICLE

Goods carrying vehicle exceeding 3,500kg G.V.M.

17. PRIVATE TYPE VEHICLE

Private type motor cars (including station wagons, safari vans, estate cars and the like or similar vehicles designed to seat not more than 12 persons including the driver)

18. SPECIAL TYPE

Self-propelled Forklifts, road construction vehicles, cranes, construction vehicles with plant permanently attached and agricultural vehicles licensed for road use.

19. LIGHT DELIVERY VEHICLE

Light goods carrying vehicles not exceeding 3,500kg G.V.M.

20. TRAILER

Non-self-propelled goods carrying vehicle designed to be drawn by any vehicle described above.

21. INNER EXCESS

The amount due by the Insured in terms of this Top Up Insurance policy

INSURED SECTIONS

Each section is only applicable if stated in the Policy Schedule

THEFT HIJACK EXCESS COVER

WHAT IS COVERED:

1. The sum of the first amount payable (excess) in terms of the Underlying Policy as stated in the Policy Schedule, up to a maximum of R200 000 (two hundred thousand Rand).
 2. An amount not exceeding R12 000 (twelve thousand Rand) per event in respect of costs incurred by the Insured towards the recovery of the Insured Vehicle.
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SPECIFIC DEFINITIONS

1. **Theft:** unlawful intentional removal of the Insured Vehicle without the Insured's permission and not recovered within a period of 21 (twenty-one) days.
 2. **Hijack:** The unlawful, Intentional removal of the Insured Vehicle without the driver or Insured's permission through the use of any dangerous weapon with the intent to inflict grievously bodily harm by the offender and where the Insured Vehicle is not recovered within a period of 21 (twenty-one) days thereafter.
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SPECIFIC CONDITIONS

a) Inner Excess

Where the first amount payable as defined in the Underlying Policy:

- (i) Is up to R50 000 (fifty thousand Rand) an Inner excess of 5% (five percent) of the underlying first amount payable claim with a minimum of R2 500 (two thousand five hundred Rand);
- (ii) Is up to R100 000 (one hundred thousand Rand) an inner excess of 10% (ten percent) of the underlying first amount payable claim with a minimum of R5 000 (five thousand Rand);
- (iii) In excess of R100 000 (one hundred thousand Rand) an inner excess of 20% (twenty percent) of the underlying first amount payable claim with a minimum of R10 000 (ten thousand Rand).

b) Provided that as soon as the Occurrence is known, IMMEDIATE NOTIFICATION must be given to The South African Police Services and

KVTR 24 Hour Control Centre Toll-Free 0800 434 996 (Applicable to HCVs and BUSES ONLY)

Or

e-Track contact Trevor Ackerman at +27 11 568 2011 or +27 83 900 8275

- c) Tradesure must be notified as soon as possible but not later than TWO WORKING DAYS after the Occurrence.
- d) No benefit will be paid under this policy until a period of 21 (twenty-one) consecutive days has passed from the date of loss or the Insured has not been Indemnified under the Underlying Policy.
- e) In the event that the Insured Vehicle has been recovered, the Company reserve the right to be reimbursed their rateable proportion of salvage.
- f) Tyres and accessories will not be covered unless the Insured Vehicle is stolen in its entirety.

OWN DAMAGE EXCESS COVER

WHAT IS COVERED:

1. The first amount payable as defined in the Underlying Policy in respect of Accidental Damage to the comprehensively Insured Vehicle.
2. Subject to a maximum of R100 000 (one hundred thousand Rand) for Medium and Heavy Commercial Vehicles and Busses, R25 000 (twenty-five thousand Rand) for Light Delivery Vehicles, Special Types and Trailers, any one event.
3. No benefit will be paid under this policy unless the Insured has been indemnified under the Underlying Policy.

SPECIFIC DEFINITIONS

1. **Excess claim** means the basic excess applicable on the Underlying Policy, excluding cumulative additional excesses.
2. **Accidental Damage** shall mean loss of damage to the Insured Vehicle as specified in the Underlying Policy schedule due to an unforeseen and unplanned event or circumstance

SPECIFIC CONDITIONS

- a) Each Insured Vehicle must be subject to an underlying policy and individually insured
- b) Subject to an Inner excess of 25% (twenty-five percent) of any claim on this policy
- c) The Company will indemnify the Insured In the event of the claim falling within the basic excess on the Underlying Policy.

SPECIFIC EXCLUSIONS

The Company shall not be held liable for:

1. Any loss or damage resulting from malicious and/or windscreen damage except if part of the accident;
2. Any loss or damage or injuries to third parties
3. Any loss or damage due to theft/hijack

THIRD PARTY EXCESS REDUCER

WHAT IS COVERED:

In the event that the Insured have purchased cover for the Insured Vehicle under this Section of the policy, the Company hereby agree to reimburse the third-party excess which is reflected on the policy schedule of the Underlying Policy, provided that the Underlying Policy has indemnified the Insured and has deducted the excess. The maximum compensation payable under this section of the policy is R5 000 (Five Thousand Rand Only).

LOSS OF USE

WHAT IS COVERED:

Loss of use/downtime of the Insured Vehicle following an event insured in terms of the Underlying Policy.

SPECIFIC CONDITIONS

- a) Not exceeding the amount stated on the Policy Schedule for any one Insured event or R150 000 (one hundred and fifty thousand Rand).
- b) The maximum daily benefit is limited to the amount stipulated on the Policy Schedule, but no more than R2 000 (Two thousand Rand).
- c) The insured event giving rise to loss of use must be the subject of an authorised claim in terms of the Underlying Policy.
- d) Any amount payable will be calculated from:
 - i) Accidental Damage
The date of authorisation of repairs from the underlying Insurer plus a 7 (seven) day excess period, subject to a maximum period as noted in 7.6.1 below;
 - ii) Total Loss
Declaration of total loss in terms of the Underlying Policy.
 - iii) Theft/Hijack
14 (fourteen) days after notification of the theft/Hijack has been received by our Recovery Agent.
- e) Maximum periods of Indemnity
 - i) Accidental Damage
Until signature of release from the panel beater or 12 (twelve) weeks whichever is the shorter.
 - ii) Total Loss
Until settlement by the Underlying Policy or 4 (four) weeks whichever is the shorter.
 - iii) Theft/Hijack
Until settlement by the Underlying Policy or 4 (four) weeks whichever is the shorter.

CREDIT SHORTFALL

WHAT IS COVERED

The shortfall arising following a total loss settlement in terms of the Underlying Policy being the difference between the Statutory Settlement Balance and the Retail Value but not more than 25.0% (twenty five percent) of the retail or Agreed Value of R500 000 (Five hundred thousand Rand) whichever is the lesser.

LESS THE FOLLOWING AMOUNTS:

1. Any excess (es) payable in terms of the Underlying Policy.
2. 10% (ten percent) of the Statutory Settlement balance, subject to a minimum of R1 000 (one thousand Rand).
3. Any arrear amounts, interest on arrears, any other fees, residual payments or balloon payments due under the final instalment and re-financed payments.

SPECIFIC DEFINITIONS

1. Finance Company
The Finance company who is the creditor in terms of the credit agreement, whose interest in this Insurance is noted on this policy.
2. Credit Agreement
A legally enforceable credit agreement as defined in the Credit Agreement Act 75 of 1980 as amended entered into by the Insured with the finance company in respect of the Insured Vehicle as specified in the Policy Schedule.

3. Statutory Settlement Balance

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

CAR HIRE ACCIDENTAL DAMAGE EXCESS COVER

WHAT IS COVERED:

The sum of the first amount payable (excess) in terms of the Car Hire Rental Agreement as stated in the Policy Schedule, up to a maximum of R15,000 (twenty thousand Rand) (but for no more than 2 (two) incidents per period of insurance.

The excess can be for any of the following incidents:

1. Accidental damage to the Hired Car
2. Theft or Hijack of the Hired Car
3. Damage due to attempted theft of hijack
4. Windscreen damage
5. Tyre damage
6. Theft of accessories of Hired Car (eg. Radio)

SPECIFIC DEFINITIONS

- a) Theft means the unlawful intentional removal of the Insured Vehicle without the Insured's permission and not recovered within a period of 21 (twenty-one) days.
- b) Hijack means the unlawful, Intentional removal of the Insured Vehicle without the driver or Insured's permission through the use of any dangerous weapon with the intent to inflict grievously bodily harm by the offender and where the Insured Vehicle is not recovered within a period of 21 (twenty-one) days thereafter.
- c) Accident means a sudden, unexpected, specific external motor vehicle accident which occurs on a public road at an identifiable time and place during the Period of Insurance.
- d) Public road means any road, street or thoroughfare or any other place (whether a thoroughfare or not) which is commonly used by the public or any section thereof or to which the public or any section thereof has right of access, and includes:
 - i) the verge of any such road, street or thoroughfare
 - ii) any bridge, ferry or drift traversed by any such road, street or thoroughfare; and
 - iii) any other work or object forming part of or connected with or belonging to such road, street or thoroughfare.
- e) Hired Car means the motor vehicle owned by a registered rental company or agency, which the Insured have agreed to hire from them according to the terms of the Insured's rental agreement.

The vehicle must:

 - i) be no more than 10 years old;
 - ii) have no more than 9 seats;
 - iii) not be driven off a Public Road;
 - iv) not be a motor home, campervan, commercial vehicle, minibus, motorcycle or moped;
 - v) have a retail purchase price of less than ZAR1,000,000.
- f) Period of Insurance means the period for which the Insured's underlying comprehensive Tradesure policy is purchased and is the period starting from the inception or renewal date of the policy to the expiry date displayed on the Policy Schedule.

SPECIFIC CONDITIONS

- a) In order to claim under this policy
 - i) There must have been an excess payable due to the defined events recognised in under the applicable Section in this policy,
 - ii) the Insured must provide proof that the Insured have paid an excess to the car rental company, and
 - iii) the Insured must have followed the terms of the Car Hire Rental Agreement
- b) Tradesure must be notified as soon as possible but not later than TWO WORKING DAYS after the Occurrence.
- c) No benefit will be paid under this policy until a period of 21 (twenty-one) consecutive days has passed from the date of loss.
- d) In the event that the Insured Vehicle has been recovered, the Company reserves the right to be reimbursed their rateable proportion of salvage.
- e) Tyres and accessories will not be covered unless the Insured Vehicle is stolen in its entirety.

TYRE – ACCIDENTAL DAMAGE COVER

WHAT IS COVERED:

Accidental Damage to a tyre(s) of the Insured Vehicle: In the event of damage to a tyre caused by hard braking, cuts, bursts or road inequalities the Insurer will, subject to Basis of Indemnity and Claims (below), indemnify the Insured for the cost of repair or replacement of a tyre including valves and balancing, provided that the indemnity is based on the percentage of unused tread left on the tyre. Refer to the Table of Indemnity below.

TABLE OF INDEMNITY

Tread Limit Greater than or equal to:	Percentage of Liability
2 mm	25%
3 mm	35%
4 mm	50%
5 mm	65%
6 mm	75%
7 mm	85%
8 mm	100%

SPECIFIC CONDITIONS

a) Basis of Indemnity:

The Insurer will indemnify the Insured as per the original amount on the Insured's invoice related to the purchase of tyres covered, less any wear and tear on the tyre at the time of the Occurrence of an event that may result in a claim. For a brand-new tyre that is damaged within the first 30 days or 2,000 km's of purchase, the Insured will receive 100% of the tyre's value, credited towards the purchase of a new tyre purchased from and fitted at any Tradesure approved Tyre Fitment Centre or Mobile Unit franchisee. Each and every claim will be limited to the following:

Motorcycles:

A maximum indemnity of R1,000.00 per tyre less any wear and tear/run-off tread. Maximum liability per claim/incident of R2,000.00 (in respect of vehicle type (iii) motor cycles only)

Private Motor Cars and Commercial Vehicles not exceeding 3500Kg:

A maximum indemnity of R2,000.00 per tyre less any wear and tear/run-off tread. Maximum liability per claim/incident of R4,000.00 (in respect of vehicle type (i) and (ii) private type motor cars and commercial vehicles only)

Private Motor Cars and Commercial Vehicles not exceeding 3500Kg:

A maximum indemnity of R4,000.00 per tyre less any wear and tear/run-off tread. Maximum liability per claim/incident of R8,000.00 (in respect of vehicle type (i) and (ii) private type motor cars and commercial vehicles only)

Please note: Run flat tyre/s are covered by this policy.

- b) Claims: The Insured will be indemnified should a tyre become irreparably damaged on a South African road as a result of a cut, bruise, impact break or puncture, excluding cosmetic, chemical or atmospheric damages. The Insurer will credit the Insured with the sum insured towards the net price of an equivalent new tyre, which must be purchased from and fitted at any reputable tyre franchisee (detailed above). 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 Company within 30 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 Company) 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 Company full details in writing of any claim;
 - iv) give the Company such proof, information and sworn declarations as the Company may require and forward to the Company immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim.
 - v) in the event of a claim the Insurer require the Insured to obtain a full damage report from a reputable company and picture of the damage.

SPECIFIC DEFINITIONS

- a) Tyres shall mean all the tyres fitted to the Insured's car at the time that the Insured bought this policy, which were purchased and fitted to an Insured Vehicle by a reputable tyre franchisee. These tyres must have a tread depth of greater than 25% of that of a similar new tyre to fall within this definition.
- b) Reputable tyre franchisee shall mean any Tyre Fitment Centre or Mobile Unit franchisee that belongs to the Tyre Dealers and Fitment Association / RMI in the South Africa. Please note that all claims and replacements of tyres will only be paid for by this policy should the client replace his/her damaged tyre/s by calling Tradesure during office hours on 087 353 2577 to receive details of the approved Tyre Fitment Centres or Mobile Units.
- c) Vehicle shall mean:
 - i) private type motor cars (including station wagons, safari vans, estate cars and the like or similar vehicles designed to seat not more than 12 persons including the driver);
 - ii) commercial vehicles not exceeding 3500 kg;
 - iii) motor cycles (including motor scooters and 3-wheeled vehicles);
- d) Maintained South African Road shall mean a road maintained by the South African National Roads Agency SOC Limited

SPECIFIC EXCLUSIONS

The Insurer shall not be liable to pay for any loss or damage:

1. To tyres where the Insured Vehicle is used to transport fee paying passengers.
2. Caused from and/or to rims, mags and safety devices built into or fitted in the tyre/s.
3. Resultant damage caused to the tyre/s by rims, mags and safety devices, or built in safety mechanisms.
4. To tyres that have a tread depth at any point of less than 2 mm.
5. To tyres fitted to a Insured Vehicle used for racing, rallies, pace making, speed testing, reliability trails, hire or reward, off road activities, dispatch or courier services or driving tuition.
6. Resulting from misaligned wheel alignment and/or balance.
7. To retreads, i.e. tyres that have been refitted with rubber retreads.
8. Covered under a supplier or manufacturer's warranty or guarantee period
9. For liability to third parties or third party property damage.
10. From or any liability arising from faulty manufacturing or fitment
11. Insured or insurable by a SASRIA policy
12. As a result of any consequential loss.
13. Loss or damage related to or caused by civil commotion, labour disturbance. riot, strike, lock out, or public disorder, war, invasion, act of foreign enemy, hostilities or warlike operations within the Republic of South Africa or Namibia, or any risk which is covered by the South African Special Risk Insurance Association (SASRIA). If the Company allege that the loss or damage is covered by the SASRIA policy the burden of proving the contrary shall rest on the Insured.

HEAVY COMMERCIAL VEHICLE ROADSIDE ASSISTANCE

ROADSIDE ASSISTANCE

TOWING ASSISTANCE (UP TO 250 KM PER INCIDENT - COVERED UP TO R7 500 PER INCIDENT)

Should the Insured Vehicle become disabled as a result of mechanical or electrical breakdown and the technician that was dispatched cannot repair same, the vehicle will be towed to the nearest service/repair facility not exceeding a radius of 250 kilometres (covered up to R7 500 per incident) from the scene of the incident within the Republic of South Africa.

Note: Only Mechanical and Electrical Components on the Rolling Chassis and/or Drive Line are covered.

TYRE REPLACEMENT ASSISTANCE (UP TO R1 000 PER INCIDENT)

When a replacement tyre is needed for the vehicle, the cost of the service call to deliver a replacement tyre to the disabled vehicle will be covered up to R1 000 per incident. This benefit does not cover the cost of the replacement tyre and the fitment thereof.

MOBILE MECHANIC BREAKDOWN SERVICE (UP TO R5 000 PER INCIDENT)

Should the Insured Vehicle become disabled as a result of mechanical or electrical breakdown, a mobile mechanic will be dispatched to the vehicle in need of repair. The costs for travel, labour and parts in excess of R5 000 will be for the Insured's own account

OIL, FLUID AND WATER DELIVERY SERVICE (UP TO R1 000 PER INCIDENT)

Should the Insured Vehicle become disabled as a result of running out of the above, a supply will be dispatched to the vehicle in need. The costs for travel, labour, oil, fluid and water in excess of R1 000 will be for the Insured's own account.

FUEL DELIVERY SERVICE (UP TO R1 000 PER INCIDENT)

Should the Insured Vehicle become disabled as a result of running out of fuel, a supply will be dispatched to the vehicle in need in order for the vehicle to be able to reach the nearest available fuel station. The costs for travel and labour in excess of R1 000 will be for the Insured's own account and the cost of the fuel will be for the Insured's own account.

LOCKOUT/REPLACEMENT KEY ASSISTANCE (UP TO R1 000 PER INCIDENT)

If the Insured's keys are locked inside the vehicle, assistance will be provided to gain entry into the vehicle. In the event of the Insured's keys being lost and a replacement key is needed, same will be provided to the Insured. The costs for travel, labour and parts in excess of R1 000 will be for the Insured's own account.

BATTERY ASSISTANCE (UP TO R1 000 PER INCIDENT)

If a battery failure occurs, a jump start will be provided to start the Insured's vehicle. In the event that a new battery is needed, one will be delivered to the Insured's location. The costs for travel, parts and labour in excess of R1 000 will be for the Insured's own account and the cost of the battery will be for the Insured's own account.

WINCHING/EXTRACTING ASSISTANCE

Provides assistance in extracting the vehicle when stuck in a ditch or other inaccessible area, when such location is within 50 metres of a paved road or highway. Covered up to a maximum of 1 hour per vehicle per incident. This benefit does not cover extraction when driving a vehicle off-road or on unpaved highways.

VEHICLE PROTECTION SERVICE

In the event of an incident, where necessary, the call centre will dispatch an armed response vehicle to the scene in order to protect the vehicle and load until such time as the roadside assistance vehicle or tow truck arrives.

All of the services provided are described herein and are applicable throughout the Republic of South Africa. Please note that this is an Emergency Roadside Assistance Benefits Loyalty Program and in no way replaces the Insured's existing motor insurance policy.

EXCLUSIONS ON LDV AND HCV VEHICLES:

1. Vehicles not in a roadworthy condition.
2. Pre-existing conditions prior to membership activation and/or while membership is suspended.
3. Motorcycles, taxicabs and limousines. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow other than a truck tractor trailer and refrigeration units on trucks and trailers.
4. Service for any trailer which must be separated from the truck tractor.
5. Service to vehicles with expired safety inspection sticker(s), license plate sticker(s), and/or emission sticker(s) where required by law.
6. Vehicles located at storage facilities.
7. Cost of parts, replacement keys, replacement tires, fluids, lubricants, cost of installation of products, materials, and any additional labour relating to towing.
8. Any fees relating to the dismount/mounting of a drive shaft.
9. Tyre repair.
10. Tyre replacement at any location other than a roadside disablement site.
11. Cost of the replacement tire and its installation.
12. Any and all taxes or fines.
13. Non-emergency towing or other non-emergency service including but not limited to mounting or removing of any tires, snow tires, off-road tires, chains or similar items.
14. Shovelling snow from around a vehicle.
15. Service when a vehicle is snowbound in unploughed areas such as snow banks, snowbound driveways or curb side parking.
16. Damage or disablement due to flood, fire, or vandalism.
17. Towing from or repair work performed at a service station, garage or repair shop.
18. 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.
19. Towing by other than a licensed service station or garage, vehicle storage charges, a second tow for the same disablement.
20. Towing or extraction as a result of a collision or accident.
21. 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.
22. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.
23. Towing for the purpose of disposal (e.g., salvage facility).
24. Towing of vehicle off a boat dock or marina unless such facilities are used for intermodal and ocean freight purposes.
25. Transportation for the member to the vehicle for a service or from the vehicle to another destination after the service has been rendered.
26. Covered benefits may not be requested from a residence, dealer or repair facility.
27. Coverage shall not be provided 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.
28. Repeated service calls for a vehicle in need of routine maintenance or repair.
29. Excessive claims for covered services may result in non-renewal or cancellation of the membership.
30. Only one disablement during any seven-day period will be accepted.
31. Services received independently without prior authorization
32. Service while at scales/weigh bridges.

GENERAL EXCLUSIONS

These exclusions apply to each and every section of this policy.

The Company shall not be liable for:

1. Any claim unless the Insured has been indemnified under the Underlying Policy subject to General Condition 14. (included ex gratia clause)
2. Any loss or damage caused, sustained and incurred which is covered under the underlying comprehensive motor policy.
3. Any claim where the vehicle is not comprehensively covered by an underlying insurance policy
4. Loss or damage related to or caused by civil commotion, labour disturbance, riot, strike, lock out, or public disorder, war, invasion, act of foreign enemy, hostilities or warlike operations within the Republic of South Africa or Namibia, or any risk which is covered by the South African Special Risk Insurance Association (SASRIA). If the Company alleges that the loss or damage is covered by the SASRIA policy the burden of proving the contrary shall rest on the Insured.
5. Consequential loss of any form, depreciation, wear and tear, mechanical or electrical breakages.
6. Windscreen claims, cleaning and damage that is not accidental
7. Malicious damage
8. Detention, confiscation or requisition by customs, officials or any such legal authorities.
9. Any loss or damage as result of any cause that was not sudden and unforeseen.

GENERAL CONDITIONS

This policy is subject to the following General Conditions:

1. Application
The signing by the Insured of an application form, which shall be the basis of the contract
2. Application of General Conditions
General conditions and exceptions apply to all sections of this policy but specific conditions, exceptions and endorsements override general conditions and exceptions. Any meaning given to a specific word or term will have the meaning when it occurs. Headings are for ease of reference only and must not be read separately from the text.
3. Arbitration
Should a dispute arise between the Company and the Insured with respect to the monetary value of a settlement of a claim and agreement can be reached on taking the matter to arbitration, the dispute must be referred to an arbitrator within 30 (thirty) days. The Insurer and the Insured must appoint the arbitrator in accordance with arbitration legislation and any fees will be equally divided between the Insurer and the Insured.
4. Breach
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 void the section only in respect of the risk to which the breach applies.
5. Cancellation
The Company may cancel this policy or any section of the policy at any time by giving 31 (thirty one) days' notice in writing (or such other period as may be mutually agreed). The Insured may give immediate notice. Should the Insured cancel the policy, the Company shall be entitled to retain a pro-rata premium for the

period the policy has been in force. On cancellation by the Company, the Insured shall be entitled to claim a pro-rata refund of the premium for the remainder of the period of insurance from the date of cancellation.

6. Change In circumstances

Should there be any change in circumstance which may affect the risk insured, it is The Insured's responsibility to notify Tradesure or the Insured's Intermediary in writing. Failure to do so may result in cancellation of cover or claims being found to be Invalid due to the change in circumstances.

7. Claims Reporting

It is a condition precedent to Company' liability that claims are reported as required in terms of the Underlying Policy.

8. Compliance with Legislation

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

9. Consent to information sharing

Acceptance by the Insured of this policy includes consent to the sharing of claims, underwriting and other relevant information (including credit information) within the insurance industry. Such consent shall:

- a) Waive any right to privacy in respect of any insurance information provided by the Insured or on the Insured's behalf regarding any insurance policy or claim made or lodged by the Insured or on the Insured's behalf;
 - b) Allow such information to be disclosed to any other insurance company or its agent;
- and
- c) Allow the Company to verify the information provided by the Insured against other legitimate sources or databases.

10. Currency, interest and delay

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

11. Custody of the motor trade

The Insured's indemnity relating to the Insured Vehicle shall operate while such vehicle is in the custody of a member of the motor trade for the purpose of its overhaul, upkeep or repair.

12. Description of use of Insured Vehicle

Use of Insured Vehicles is restricted to social, domestic, pleasure, purposes and use for the business or occupation of the Insured.

13. Endorsed licenses

If during the period of insurance the Insured's license or the license of any of the Insured's drivers is endorsed, suspended, or cancelled; or the Insured or the Insured's driver is convicted of negligent, reckless or improper driving, notification shall be sent in writing to Tradesure as soon as the Insured become aware of such endorsement or conviction.

14. Ex Gratia Payments
In the event of the insurers repudiating liability for a claim in terms of the Underlying Policy but granting payment of the claim on an "ex gratia" basis, provided such settlement is 100.00% (one hundred percent) of the total amount claimed, the Insured will be indemnified in terms of this policy.
15. Fraud
If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf or with the Insured's consent to obtain any benefit or, if any event is occasioned by the Insured's wilful act with the Insured's connivance, the Company will not pay that claim. The Company may immediately cancel this policy should a fraudulent claim be submitted.
16. Hire purchase or lease agreements
Where the Insured's vehicle is treated as a total loss following a claim under the Tradesure Top Up Policy and there is an outstanding amount due under any suspense sale or similar agreement payment will be made in the first instance to the financial institution involved.
17. Insurable interest
The Insured may only insure property in which the Insured has an insurable interest. The Insured only has insurable interest in an item if the item is stolen or damaged and, as a result, the Insured suffer a direct financial loss.
18. Interim payments
The Company may make early payments to assist the Insured to settle accounts due, prior to the settlement of the claim.
19. Jurisdiction
This policy is subject to the jurisdiction of South African courts only.
20. Legal action
The Company may, for their benefit, take over and conduct the defence or settlement of any case and prosecute such case in the Insured's name. The Company will have full discretion in the conduct of any proceedings and in the settlement of any claim.
21. Maximum liability
In all claims the sum insured or limit of liability in the Policy Schedule shall be the maximum liability of the Company.
22. Mis-description, misrepresentation or non-disclosure
The Company may declare this policy, any section or item void or cancelled if the Insured mis-describe, misrepresent or does not disclose any material fact.
23. Non co-operation
Non co-operation in settling claims may result in the Insured having to refund the Company all amounts paid in settlement of the claim.
24. Other insurance
If, at the time of an event giving rise to a claim under this policy, insurance with any other insurer exists, covering the Insured against the same events, the Company shall be liable to make good only our proportion of the amount payable by or to the Insured in respect of such an event where they are specified in the Policy Schedule. The Insured will be called upon to pay all compulsory and voluntary excesses as they relate to each and every claim.

25. Payment on account
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.
26. Precautionary measures
If the Insured has declared the existence of any other precautionary measures any time during the period of insurance, these measures are a prerequisite for cover. The Insured must ensure that these measures are in place and in working order at the time of loss.
27. Premium payment
- a) Annual policies
The Insured's premium is due on or before Inception date. Where this policy is being renewed the Company may accept a premium tendered more than 15 (fifteen) days after the renewal date, however they are not obliged to do so.
- b) Monthly policies
Premiums are payable on the due date (normally the 1st business day of the month, and the Company is obliged to give the Insured a 15 (fifteen) day period of grace. In respect of monthly policies, the Company may extend this period, on instruction of the Insured, by resubmitting the debit order for the outstanding amount on the due date of the following month. If the second debit order fails, this policy will automatically lapse from the original due date. The Company will, however, do all they can to retain this policy by contacting the Insured or the Insured's intermediary within the first month following a failed debit.
- c) Provisional cover
If agreement has not been reached on the final premium due, the Company may consider the risk to be provisionally covered subject to settlement of the final premium and will not reject claims as a result.
28. Prescription of claims
The Insurer will not be liable for any claim after twelve (12) months have expired from the date of the event giving rise to the claim, unless the claim is the Subject of pending legal action, or where it is a liability claim against the Insured.
29. Repudiation of Claims
If the Insurer repudiate any claim, or dispute the quantum of a claim, the Insured have ninety (90) days to make representation to the Insurer, challenging this decision. If the Insurer persist in repudiating the claim or disputing the quantum, the Insured have to have summons issued and served on the Insurer, within six (6) months (180 days) after the expiry of the ninety (90) days (challenging period); failing which, the Insured will forfeit his claim and the Insurer will have no further liability in terms of this policy
30. Prevention of loss
The Insured or any other party who is covered by the this policy must take all reasonable precautions and steps to prevent and minimise any loss or damage.
31. Rights after settlement
- a) If the Company have settled a claim, and the lost property or any part of it is found, the Insured must assist Tradesure to identify it and physically recover it. The Company will pay the Insured the reasonable expenses for this assistance. If the Insured refuse to assist Tradesure the Insured will immediately repay all amounts of the claim.
- b) When the Company have paid a total loss claim, the property that is the subject of the claim belongs to the Company and the Company may sell or deal with it as the Company wish.

32. Rights of others

The Insured will be the only person who is entitled to claim under this policy. The Insured must make a claim where indemnity is granted to any other party and the Insured's receipt of our payment will fully discharge the Company of our responsibility.

33. Rights to property

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

34. Sanctions Clause

The Insurer shall not indemnify and the Insurer shall not be liable to pay any claim or provide any benefit hereunder where the indemnity, claim payment or provision of such benefit is contrary to the prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America irrespective of enactment in the jurisdiction where indemnity or benefit is provided or payment made.

35. Policy Schedule sums insured blank

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

36. Security Measures

If the Insured has declared the existence of any other precautionary measures at any time during the period of Insurance, these measures are a prerequisite for cover. The Insured must ensure that these measures are in place and in working order at the time of the loss.

37. Subrogation

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

38. Underlying Policy Indemnity

The Insured is required to obtain full indemnity in terms of the Underlying Policy. Our liability shall not be increased by any failure by the Insured to obtain full Indemnity in terms of the Underlying Policy. In case of a total loss, full indemnity shall be deemed to be the retail/Agreed Value as defined or sum insured, whichever is the lesser.

RATING GUIDELINE

SELECT THE APPLICABLE COVER

SECTION	BENEFITS	RATES	EXCESSES	EXCESS PERIOD
THEFT/ HIJACK	Max Benefit R200,000	3.12% of Sum Insured min R60 per month	-Value less than R50,000 – 5% of Claim -R50,000 to R100,000 - 10% of claim - Value Greater than R100,000 - 20% of claim	21 Days
OWN DAMAGE	R100,000 - HCV and Buses R25,000 - Other	13.2% of Sum Insured min R220 per month	25% of claim (Excludes accumulative Excesses)	N/A
THIRD PARTY EXCESS REDUCER	Max Benefit R5,000	Flat R45.00	Nil	N/A
CREDIT SHORTFALL	25% of Market Value or R500,000 whichever is less	0.06% of vehicle value minimum R50 per month	Excess payable in respect of the Underlying Policy - 10% of statutory settlement balance	N/A
LOSS OF USE	Maximum Benefit 8 weeks or R120,000 per event R2,000 per day	1.35% of Sum Insured	Accidental Damage Theft/Hijack	0 – R60,000 3 days from Authorisation R60,001 – R120,000 5 days from Authorisation 14 days from notification of Recovery Agent

CAR HIRE ACCIDENTAL DAMAGE EXCESS COVER	2 claims per annum within the renewal dates of Underlying Policy	R50.00 per month per policy	Nil	21 Days
<u>TYRE – ACCIDENTAL DAMAGE COVER</u>	Per Specific Conditions a) Pg 13.	R1,000 - R20.00 R2,000 - R35.00 R4,000 - R50.00		

IMPORTANT POINTS TO REMEMBER

- *Sum insured refers to the amount selected on the *Tradesure Top Up Policy* not the Underlying Policy (unless stated)
- *All cover ceases should a valid, current Underlying Policy not be in force
- *Cover is based on the Excess as specified per section of this policy wording and excludes all accumulative excesses
- *Claims are only payable on losses where the insured has been indemnified under the Underlying Policy including ex gratia claims where settled in full
- *Policy wording and terms and conditions must be read in conjunction with the above