

# CTU

## Policy Wording



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## GETTING STARTED

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## GENERAL

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### Key terms to understand

<b>Schedule</b>	The section that explains what you're covered for, and for how much. It also includes additional documents such as the excess and limit sections and endorsements applicable.
<b>Claim</b>	When you ask us to compensate you for loss or damage.
<b>Loss</b>	When the vehicle is damaged and cannot be repaired; or we are of the view that it is uneconomical to repair; or if your vehicle has been lost or stolen.
<b>Damage</b>	When damage to your vehicle can be repaired.
<b>Insured event</b>	When something happens that you are allowed to claim for.
<b>Excess</b>	The amount that you must pay for any claim.

### Why the schedule is so important

This is probably the most important section of the policy. It tells you such things as:

- How much you pay in premiums and fees.
- How much your excess is.
- Which vehicle is covered by the policy.
- What kinds of cover you have chosen.
- What sums insured/limits you are covered for.
- What your security requirements are.

Take some time now to acquaint yourself with the schedule. If you spot any errors, please tell your broker right away.

## How to contact us

All written communication relating to this policy (including claim rejections and legal proceedings) must be sent to Hollard on the address shown under the **Important information** section.

## How to complain

We hope that you never have reason to complain, but if you do, there are a couple of options available to you. While you may contact the Ombudsman at any time, we would encourage you to please contact your broker first, and follow the six-step process below.

### Step 1: Complain to your Broker

If you have a complaint about this policy or the service you received from us or from CTU, please contact your broker to discuss your complaint.

### Step 2: Complain to CTU – General policy and repair complaints

Hollard appointed CTU as a binder holder to administer this policy on its behalf. Should your complaint not be resolved by your broker, please contact CTU on the contact details below with complaints about policy documentation, premiums or the service received from CTU, repairers or suppliers.

**Tel:** 011 274 1300

**Email:** [complaints@ctu.co.za](mailto:complaints@ctu.co.za)

### Step 3: Complain to the Hollard Insure Complaints Team

Should your complaint not be resolved by your broker or by CTU, please contact us on our dedicated complaints contact details and we will do our best to find a solution to your complaint. If we do not accept a claim or if you don't agree with the amount of the claim, you may ask us to review our decision within 90 days of the date that you received our decision.

**Postal address:** Hollard Insure Complaints Team, The Hollard Insurance Company Limited,  
PO Box 87419, Houghton, 2041

**Tel:** 011 351 2200 (Weekdays between 8am and 5pm)

**Email:** [hollardinsurecomplaints@hollard.co.za](mailto:hollardinsurecomplaints@hollard.co.za)

### Step 4: Complain to Hollard's Internal Adjudicator

If you are still unhappy after following the steps above, you may email Hollard's Office of the Internal Adjudicator (OIA). The Internal Adjudicator will investigate your complaint objectively and independently.

**Email:** [oia@hollard.co.za](mailto:oia@hollard.co.za)

**Tel:** 011 351 5652 (Weekdays between 8am and 5pm)

**Fax:** 011 351 0801

## Step 5: Complain to the Ombuds

In the unlikely event that you are still unhappy after following the steps above, you may send your complaint to the following Ombuds, depending on the nature of your complaint.

### FAIS Ombud – Complaints on how this policy was sold to you

If you have a complaint about how this policy was sold to you and your complaint is not resolved to your satisfaction by your broker or Hollard, you may contact the FAIS Ombud. You must do so within six months after receipt of the final response to your complaint from your broker, CTU or from Hollard.

**Postal address:** The FAIS Ombud, PO Box 74571, Lynnwood Ridge, 0040  
**Physical address:** The FAIS Ombud, Kasteel Park Office Park, Orange Building, 2nd Floor, c/o Nossob & Jochemus Street, Erasmus Kloof, Pretoria, 0048  
**Tel:** 012 470 9080 or 012 762 5000  
**Fax:** 012 470 9097 or 012 348 3447  
**Email:** [info@faisombud.co.za](mailto:info@faisombud.co.za)  
**Web:** [www.faisombud.co.za](http://www.faisombud.co.za)

### National Financial Ombud Scheme South Africa (NFOSA) – Complaints on claims or anything else

The NFOSA provides a free and speedy complaints resolution process, and you may send your complaint to the NFOSA on the following details:

**Physical address:** 110 Oxford Road, Houghton Estate, Illovo, Johannesburg, 2198  
**Tel:** 0860 800 900  
**Email:** [info@nfosa.co.za](mailto:info@nfosa.co.za)  
**Web:** [www.nfosa.co.za](http://www.nfosa.co.za)

## Step 6: Take legal action against Hollard

You may take legal action against Hollard within 270 days of the date that you received our claims decision. To take legal action, summons must be served on Hollard. If this is not done in time, you will lose your right to claim and we will no longer be responsible for that claim. You may also choose to take legal action against Hollard without first asking us to review our claims decision or contacting the NFOSA for Short-term Insurance. If you take legal action against Hollard before contacting the NFOSA, you can only approach them for assistance after you have withdrawn the summons against Hollard.

## Important information

### About the Intermediary (broker)

If an intermediary sold this policy to you, the intermediary may receive commission from Hollard. The commission amount is set out in your schedule. The intermediary must make certain disclosures at the earliest reasonable

opportunity about themselves as well as about the insurer. For your convenience, please find below the required information on the insurer.

### About the Insurer

The insurer is The Hollard Insurance Company Limited (Registration number 1952/003004/06). Hollard is a Licensed Non-Life Insurer and authorised Financial Services Provider. Hollard has Professional Indemnity insurance and Fidelity Guarantee insurance in place. Hollard receives your premium and is responsible for claims.

**Postal address:** The Hollard Insurance Company Limited, PO Box 87419, Houghton, 2041  
**Physical address:** Hollard Villa Arcadia, 22 Oxford Road, Parktown, 2193  
**Tel:** 011 351 5000  
**Fax:** 011 351 5001  
**Compliance department:** [compliance@hollard.co.za](mailto:compliance@hollard.co.za)  
**Web:** [www.hollard.co.za](http://www.hollard.co.za)

### About the Administrator – CTU

Hollard appointed Clarendon Transport Underwriting Managers (Pty) Ltd (CTU) to perform certain binder functions on our behalf. These binder functions are regulated in terms of Sections 48A and 70 of the Short-term Insurance Act 53 of 1998 and are set out in a written binder agreement between Hollard and CTU. The binder functions are:

- Entering into, varying and renewing policies.
- Settling claims.
- Determining the wording of policy.
- Determining the value of policy benefits.
- Determining premiums.

Hollard pays CTU a binder fee as set out in your schedule for performing the abovementioned functions. This fee does not increase the premium payable by you. CTU is an authorised Financial Services Provider. CTU has Professional Indemnity insurance and Fidelity Guarantee insurance cover in place. CTU will assist you with any queries on this policy.

**Postal address:** Clarendon Transport Underwriting Managers (Pty) Ltd, PO Box 84216, Greenside, 2034  
**Tel:** 011 274 1300  
**Fax:** 086 214 8294  
**Web:** [www.ctu.co.za](http://www.ctu.co.za)  
**General email address:** [enquiries@ctu.co.za](mailto:enquiries@ctu.co.za)  
**Complaints email address:** [complaints@ctu.co.za](mailto:complaints@ctu.co.za)  
**24 Hour Helpline:** 086 0464 694

### Combat insurance fraud

Fraud affects the insurance industry as a whole. It increases claims costs, which in turn increases premiums. Hollard is committed to prevent fraud and we have our own internal Anti-Fraud policy. Please report any suspicious or unethical activity anonymously on **0801 516 170** (toll free) or via email at [Hollard@tip-offs.com](mailto:Hollard@tip-offs.com).

### Warning

- You must be informed of any material changes to the details of the Intermediary and us.
- We may not cancel your policy merely by informing your intermediary (broker). There is an obligation to make sure the notice has been given to you as required by law.
- Do not sign any blank or partially completed application forms.
- Complete all forms in ink.
  
- Keep all documents handed to you.
- Make notes as to what is said to you.
- Do not be pressured into buying this policy.
- Incorrect information or non-disclosure by you may impact on any claims arising from your contract of insurance.

## Understanding all the legal stuff

### This is a legal contract

This policy wording and the schedule are simply a legal contract between you (the policyholder listed in the schedule) and us (The Hollard Insurance Co. Ltd, Reg. No. 1952/003004/06, a Licensed Non-Life Insurer and authorised Financial Services Provider).

It basically says that if you suffer a loss from an insured event, we will pay out. This is on condition that you have paid your premiums, and you comply with all terms and conditions.

### Making things as clear as possible

The policy is designed to avoid confusion, so any word that has been formally defined – for example, *claim* or *insured event* – shall have that meaning wherever it appears.

All the headings that you see are merely to help you find information quickly. But remember that they are merely summaries; you must read the detail underneath. The content of the clauses will always be the final authority in the event of any dispute around meaning or interpretation.

### This is YOUR policy

Only you have rights under this policy – even where we have defined "you" to include other persons.

### About your policy

This is a Motor Insurance policy. Please refer to your policy wording and policy schedules for the following information:

- The complete nature and extent of cover.
- Your premium payment responsibilities, manner and frequency thereof, and the consequences of non-payment of premium.
- Remuneration, commission, fees and incentives paid to your intermediary (if applicable).



- Special conditions, exclusions, excesses or restrictions.
- How to cancel your policy.

### **Insurable interest**

You can only claim for items in which you have an insurable interest – i.e. items which, if lost or damaged, cause you to be worse off financially.

For example, you have an insurable interest in your own vehicle, because if it is damaged, it results in a loss for you. However, damage to your neighbour's vehicle does not leave you financially worse off; so you have no insurable interest in it, and therefore cannot claim for it.

### **The privacy of your personal information**

We care about the privacy, security and online safety of your personal information and we take our responsibility to protect this information very seriously. Below is a summary of how we deal with your personal information. For a more detailed explanation, please read our official Privacy Notice on our website.

- **Processing your personal information:** We have to collect and process some of your personal information in order to provide you with our products and services, and also as required by insurance, tax and other legislation.
- **Sharing your personal information:** We will share your personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about your insurance, claims and premium payments. We do this to assess claims, prevent fraud and to conduct surveys.
- **Accessing your medical information:** We may ask you to undergo any necessary medical testing or examinations. We may also ask you to send us any medical information including the results of any blood testing we need to accurately assess our risk or your claims.
- **Protecting your personal information:** We take every reasonable precaution to protect your personal information (including information about your activities) from theft, unauthorised access and disruption of services.
- **Receiving marketing from us:** We will not use your personal information to send you any information about products or offers from Hollard or Hollard's partners. However, we will still send you communications about this product.

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### Give us accurate information

You must make sure that all the information you give us about yourself, your vehicle and your risk profile is accurate. This will include information about your financial situation, such as insolvency, your previous loss and claims history. Incomplete or incorrect information could affect the validity of your policy, and may result in us voiding your policy.

You must tell us immediately of any material changes that may increase the risk of loss or damage to your insured vehicle. We will then have the right either to cancel the policy, or let it continue with new terms and conditions.

### We may check all information

In order to ensure that your risk profile is correct, we may verify all information you give us – including your credit rating, claims history with other insurers and your safety record as a driver. If any information is found to be missing or incorrect, we may reject your claim or cancel your policy.

### Maintain your vehicle and prevent loss or damage

- You or the employed driver must maintain your vehicle and take all reasonable steps to prevent loss or damage to your vehicle, injury to others and damage to their property. For example:
  - Do not leave keys to your premises or your vehicles at an unsecure place, or with any person who does not share your responsibility for your vehicle.
  - After an event, you or the employed driver must take reasonable steps to protect your vehicle from further damage.
  - You must try and recover the vehicle if it is stolen.
- You or the employed driver must take all reasonable steps to prevent injury to other people and damage to their property.

## Tell us if you wish to cancel the policy

You may cancel the policy at any time. If we wish to cancel the policy, however, we must give you 31 days' written notice.

## Pay your premiums on time

### Monthly premiums

- **Debit order date:** Your premium is due on your chosen debit order date as set out in the schedule, but your cover runs for a calendar month.
  - **First debit order:** Your first debit order may or may not fall on your chosen debit order date as explained below:
    - If your policy start date and your chosen debit order date is on the first of the month, we will debit your account on the first of the month with your full premium for cover from the first of the month until the last day of the month.
    - If your policy start date is not on the first of the month, then we will debit your bank account within one week from your policy start date with the amount of your pro-rata premium. This amount will cover you from your policy start date until the last day of the month.
    - If your first debit order fails, this policy will not start and you will not be covered.
  - **Subsequent debit orders:** After your first debit order, we will cover you from the first of every subsequent month to the end of the month as long as you have paid the premium for that month.
  - **Working days only:** If your debit order date falls on a Sunday or public holiday, we will debit your bank account on the first working day after the Sunday or public holiday.
  - **Grace period:** From the second month of cover, we allow a grace period (extra time) of one month from your chosen debit order date for you to pay your premium.
- **Rejected debit order:** If a debit order is rejected because of insufficient funds, we will attempt to collect the outstanding premium during the remainder of the grace period as follows:
  - **Tracking your account:** We will track your bank account for available funds during the **ten days** after the rejected debit order. If there are available funds, we will attempt to collect the outstanding premium by sending a debit order request to your bank. You will receive a message from your bank to authorise our requested debit order. If you authorise the debit order and we successfully collect your outstanding premium, your policy will continue.
  - **Double debit:** If we are unsuccessful in collecting the outstanding premium, then we will debit your bank account with two months' premium on your next debit order date. If that collection is successful, your policy will continue. If that collection is not successful, your policy will end on midnight of the last day of the calendar month for which premium was received.

- **Claims during grace:** We will not pay any valid claims that happen during the grace period, unless you pay the outstanding premium within the grace period.
- **Stopped debit order:** If you stop a debit order directly with your bank we will not attempt another collection. Your policy will end on midnight of the last day of the calendar month for which premium was received.

### Annual premiums

- **EFT or direct deposit:** You must pay your annual premium directly into our bank account via electronic fund transfer or direct deposit. Your broker will provide you with our banking details.
- **Period of insurance:** Your cover is in place for 12 months after your policy start date or policy review date once you have paid your premium.
- **Grace period:** We allow a grace period (extra time) of one month from your policy start date and each policy review date for you to pay your annual premium.
  - **Policy start date:** If your first annual premium is not received within one month after your policy start date, this policy will not start and you will not be covered.
  - **Policy review date:** If any following annual premiums are not received within one month after your policy review date, your policy will end on the last day of the previous period of insurance.
  - **Claims during the grace period:** We will not pay any valid claims that happen during the grace period of one month, unless you pay the outstanding premium within the grace period.
- **Changes to your policy:** If you make a change to your policy during the period of insurance which affects your annual premium, the following applies:
  - **Reduction to your annual premium:** If the change reduces your annual premium, we will pay back the portion of the premium we owe you.
  - **Increases to your annual premium:** If the change increases your annual premium, you must pay a pro-rata premium. This pro-rata premium will cover you from the effective date of the change, until your next policy review date. You must pay the pro-rata premium within 30 days after the effective date of the change.
- **Cancellation of policy:** If this policy ends during your period of insurance, we will pay back that portion of the annual premium which relates to the period after the date this policy ends. We have the right to keep a small portion of any premiums we refund to you, to cover our costs.

### **You must be honest**

You will lose your right to claim if you or the employed driver are dishonest, misrepresent any information or take part in any criminal activity. If you or the employed driver are involved in fraudulent behaviour, we will cancel your policy from the date of the fraud, and we will not refund any premiums we have received. We may also take legal steps to recover any expenses from you.

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Examples of fraudulent behaviour are:

- Providing false information in support of a claim or about your risk profile.
- Making a claim that you know to be false, fraudulent or exaggerated.
- Obstructing the outcome of a legal matter.

### **Observe all terms and conditions**

Terms and conditions are basically the rules you have to stick to in order for the policy to be valid - for example, paying your premiums on time.

Some conditions are so strict that they are actually guarantees on your part – for example, that your vehicle is fitted with a tracking device (if required).

Make sure you understand all terms and conditions, and that your employed drivers are informed of terms and conditions relating to them. If you don't, it may result in us refusing to pay you out for a claim.

### **Review your policy regularly**

You are allowed to request a change to the policy at any time. Please note that the changes you request may require us to amend the terms and conditions of the policy.

Please check your policy details, including vehicle values, regularly and tell us of any changes so that we can provide you with the best policy terms, conditions, premiums payable and fair claims settlements.

We will assume that you have received and read any correspondence e-mailed or posted to your last known e-mail or postal address.

### **You may not transfer your rights to another person**

This policy does not give any rights to any person other than you (the policyholder), with the exception of a licensed financial institution for the financing of a vehicle. You may not transfer your rights to benefits payable under this policy to another person. If you try to transfer the rights to any benefits in this policy to another person, we will not recognise that contract. We will continue our contract with you as if you had not contracted with someone else.

## CLAIMS

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### How to claim

**Step 1: Inform the police and your tracking company within 24 hours**

Inform the police within 24 hours after the event. This is particularly important when the vehicle has been stolen, a motor accident has occurred, people have been injured or died, or a criminal act is suspected. Take all reasonable steps to recover the stolen vehicle and, where safe to do so, find the guilty person. If you have a tracking device fitted, you must also be able to show us that you immediately reported any theft or hijacking to the tracking company, and that your contract was active and paid up.

**Step 2: Tell us right away**

Tell us about any event that may lead to a claim as soon as possible, but not later than 30 days after the event. Give us all the relevant details, even if you don't intend to claim for damage to your own vehicle.

**Step 3: Send us the following within 30 days**

If you haven't already dealt with this when you first reported the claim, please ensure you send us the following within 30 days:

- Full written details of the claim (on our standard forms, if required).
- Particulars of any other policy covering the claim.
- Any other documentation we think is necessary to handle the claim (such as police documents, receipts, invoices or witness statements).
- Proof of CCTV footage in the event of vehicle remote jamming (where applicable).
- Proof of value and insurable interest, if required by us.
- A copy of the vehicle's registration document as proof of ownership.

**Step 4: Send us all other documents you may receive**

Send us any further documentation you may receive immediately (such as a letter of demand or a summons).

**Step 5: Allow us to assess the damage:**

If your vehicle is damaged, you must allow us the opportunity to assess the damage. You may not do any of the following until we have given you the go-ahead:

- Abandon or get rid of the vehicle.
- Replace the vehicle, or have it repaired, except for emergency repairs.
- If you replace, repair or dispose of the vehicle before we had a chance to assess the damage, we may reject your claim.
- If we decide to settle your claim, we will only pay you the amount that we would have paid had we repaired or replaced the vehicle ourselves.

**Step 6: Sign an Agreement of Loss (AOL)**

You may have to sign an AOL document which includes the settlement details of the claim before we will finalise the claim.

**If you don't follow the claims steps**

If the steps above are not followed, or you do not send us the reasonable information we ask for within the reasonable time we gave you, we may reject your claim.

**Claim procedure is at your own expense**

The entire claim procedure above is done at your own expense.

**Be aware of your responsibilities on third party liability claims**

A third party liability claim happens when another person holds you legally liable for damage to their property which was caused by an accident involving your vehicle insured under this policy.

You must tell us immediately after you become aware of any action or possible action against you, for example if you receive a letter of demand or a summons from the court.

You must never do any of the following because it may affect your claim:

- Never admit guilt, fault, liability, or incur any legal costs without first getting our permission.
- Never offer or negotiate to pay a claim.

Please read the section called **Third party claims** that you will find at the end of your policy wording, for a full explanation of how the third party liability claims process works and what your responsibilities are.

### **You must help us with recoveries from third parties**

After we have settled a claim, your rights to claim against the person (third party) that caused the loss or damage to your vehicle are automatically given to us.

- You may not claim directly from the third party, because you have already claimed from us.
- You must never admit guilt, offer to pay someone else, or accept an offer from anyone else to pay for the damage, or to pay you for your excess.
- You must give us all information and assistance that we need to claim from the third party.

If you don't comply with the above, it may mean that we cannot claim back the amount of the loss or damage from the third party. You may lose all benefits under this policy and you may need to pay back any payment or benefit you received from us, plus any costs.

### **If you do not agree with our claims decision**

Please refer to the process explained under **How to complain**.

### **Prescription – expiry of claims**

When a claim prescribes, it means that you have lost your right to claim and we will no longer be legally responsible to pay that claim. A claim will prescribe after 12 months from the date of the event, unless any of the following applies:

- You have referred the claim to the NFOSA.
- You have started legal action against us.
- The claim relates to your legal liability towards another person.

## **Time limits that affect your claim**

### **Don't miss these key deadlines**

- 30 days  
You must tell us about any event that may lead to a claim as soon as possible, but not later than 30 days after the event.
- 90 days  
If we formally reject a claim or if you do not agree with the amount of the claim, you have 90 days to ask us to review our decision.
- 180 days  
If we maintain our rejection of your claim, you have a further 180 days to start legal action against us.
- 12 months  
You will lose your right to claim after 12 months as explained under the heading **Prescription** above.

If you go beyond any of these time limits, you will lose your right to claim.



## Other points to note

### Cover applies in RSA and neighbouring countries

The cover in this policy is valid within the borders of South Africa, as well as the following countries: Botswana, Lesotho, Namibia, eSwatini, Malawi, Mozambique, Zambia and Zimbabwe. However, third party liability cover and theft cover are only provided within the borders of South Africa.

### South African law applies

South African law applies to this policy. You and the employed driver must also obey the laws of other countries when you are travelling.

### How claiming affects your premium

Whenever you are paid out for a claim, you may find that your premium is increased. Whenever you are paid out for a total loss claim, your cover for that vehicle will be cancelled from the date of the insured event.

### We may make changes to your policy

We will send you an updated policy schedule and policy wording at least 31 days before the effective date of any changes we make.

- **Every year on your policy review date:** We will review your policy every year on your policy review date. We may change the terms and conditions, your premium, limits and excesses. Unless you tell us that you do not want to continue with this policy, we will automatically renew your policy on the premium and terms shown in the updated policy schedule and policy wording.
- **At any other time:** We may also change the terms and conditions of this policy at any time, and not just on your policy review date. A change might affect the insured values, limits, your premium and excesses. For example, we may ask you to have your vehicle fitted with a tracking device, or we may add or remove an exclusion.

If legislation changes, this policy will be considered to be aligned with the change, until such time as the policy wording is updated.

### Trade and economic sanctions

We cannot provide any cover if that means we would not comply with trade or economic sanctions. If we find out that you are subject to such sanctions, we will cancel your policy from the policy start date or the date that you become subject to sanctions. We will refund any premiums paid by you and will not pay any claims.

## WHAT YOU CAN CLAIM FOR

### MOTOR

This section deals with insurance cover for your motor vehicle

#### What is a “motor vehicle”?

This is the vehicle that you use as a taxi or bus to transport fare-paying passengers for financial gain, or a trailer.

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### Key terms to understand

<b>You</b>	Includes yourself (the policyholder) as set out in the schedule.
<b>Employed driver</b>	The person you employ to drive your vehicle.
<b>Third party</b>	Someone other than yourself who is involved in an insured event – for example the driver of a car that is involved in an accident with your vehicle.
<b>Total loss</b>	Your vehicle is so badly damaged that it cannot be repaired economically (write-off); or it has been stolen or hijacked and not recovered.

**Vehicle – Full definition** Your vehicle that you use as a taxi or bus to transport fare-paying passengers for financial gain, and includes all parts and accessories. Vehicle also includes a trailer. The vehicle on cover is set out in your schedule.

**Limit of indemnity** Your vehicle's retail value plus the value of any non-factory fitted accessories as explained below:

**Retail value:** The retail value of your vehicle is the value from the Auto Dealer's Guide published by TransUnion Auto Information Solutions (Pty) Limited, or any similar publication approved by us. It is the price most dealers would be prepared to sell your car for, based on the mileage and condition of the car. It includes any factory-fitted accessories and modifications that are listed in the manufacturer's specification. If there is no retail value available in these publications, we will adjust the value of your vehicle as explained under "How much we pay".

**Non-manufacturer accessories and equipment:** The value of the item that you told us about, but not more than the limits shown in the schedule.

## Conditions of use of your vehicle

### How you or the employed driver may use your vehicle

This insurance policy carefully defines how you or the employed driver may use your vehicle in order for the cover to be valid.

- **Private, work and business**

Private use (social, domestic, pleasure), all travel to and from work, as well as travel for business or professional purposes.

### Uses that are not covered

There is no cover if the vehicle is used in any of the following instances:

- Carrying or towing a load that is greater than what it is designed or licensed for.
- As a courier or goods transport contractor.
- Renting it out, using it to give driving lessons or towing another vehicle for payment.
- Using it to carry explosives or hazardous goods, unless it is for your own personal domestic use and you do not need a formal permit – for example, a gas cylinder for your stove or acid for your pool. Typical examples of explosives and hazardous goods are nitroglycerine or dynamite; chemicals or compressed gas; gas in liquid form; hazardous waste; and liquid petroleum.
- Racing, speeding, motor sport, rally, time trial or while being tested in preparation for any motor sporting activity, or while being driven on a motor sporting circuit or track of any kind whether as part of an event or not.

## Your specific responsibilities

### **We could reject your claim**

Some of the terms below require specific action on your part. In such cases, you must do what is asked of you, or you may find that your claim is rejected.

### **You must give us an inspection certificate**

We will only cover your vehicle after you give us an inspection certificate from a Hollard approved service provider, or a copy of the invoice in the case of a new vehicle.

### **Check your security/tracking device**

If we require your vehicle to be fitted with a tracking device as set out in the schedule you must be able to prove to us in the event of a claim that the tracking device required by us was already installed at the time of the incident, and was activated and working.

You must also be able to show us that you immediately reported any theft or hijacking to the tracking company, and that your contract was active and paid up.

### **Drivers must be licensed**

- Any person driving your vehicle must be in possession of a valid South African driving licence, or a valid driving licence that complies with South African legislation.
- If your vehicle is used in another country covered under this policy, the driver must have a valid driver's licence as required by the country in which your vehicle is used.
- A valid driving licence is a licence that has not been cancelled, suspended or endorsed.
- In terms of South African legislation, an international, commonwealth or neighbouring country driver's licence must be converted to a South African licence within the regulated time of the driver becoming a permanent resident, otherwise the licence is invalid and the driver will be considered unlicensed. Note that the time to convert changes from time to time, please refer to the Government's website at [www.gov.za](http://www.gov.za) for more information.
- The code on the driving licence must allow the driver to drive your vehicle.
- If required by law, such as for taxis, the driver must have a professional driving permit (PDP).
- It is your responsibility to ensure that the employed drivers driving your vehicle are licensed, and you must have adequate processes in place to check that their driver's licences remain valid.

### **Notify us of certain traffic offences**

You must notify us if you or the employed driver or any person driving your vehicle with your or the employed driver's knowledge or permission, have been charged or convicted of reckless or negligent driving.

### Take out separate insurance in neighbouring countries

If your vehicle is lost or damaged in one of the neighbouring countries where this policy is valid, we will not indemnify you for any legal liability that you may incur while using your vehicle there.

You are strongly advised to take out the required insurance in that country, since this policy does not provide third party liability cover outside of South Africa.

### Keep your vehicle roadworthy

You must maintain your vehicle according to the roadworthy requirements of the applicable National Road Traffic Act.

## How much we pay

### How we calculate the value of your vehicle

When we settle a claim with you, our objective is to give you a settlement that leaves you in the same financial position as you were before the loss took place.

If the vehicle can be repaired, we may pay for the cost of the repair – but only if it makes economic sense to do so. Otherwise, we may replace it, pay you out in cash or give you a combination of all three. We may choose the repairer or supplier.

#### Example

If your vehicle is damaged we may authorise the actual cost of repairs to the repairer (less your excess) or we could pay out the value of the vehicle at the time of the loss if it is not worth repairing the vehicle. We may also replace your vehicle with another similar vehicle.

If your vehicle is beyond economic repair then we will pay you its retail value as listed for the month of the loss, plus the value of any aftermarket accessories listed in the schedule, but not more than the limits listed in the schedule.

If there is no retail value available in the Auto Dealers Guide, we will calculate the value of your vehicle as follows:

- Deducting a depreciation factor of 2% per month, based on the age of the vehicle (up to a maximum deduction of 60%).
- The deduction will be made from the new list price for the year model of your vehicle as at the date of first registration, as published in the Auto Dealers Guide.

#### Example

The new list price when first registered was R250 000 and at the time of the claim the vehicle was 18 months old. We will deduct 36% (18 x 2%) depreciation from R250 000.

### **Reduced pay-out for Code 3 or SAPVIN vehicles**

If your vehicle is classified on eNaTIS<sup>1</sup> as a Code 3 vehicle or SAPVIN, and it is written off or stolen, we may reduce your pay-out by a minimum of 20% of the retail value. When calculating the retail value we will take into account factors such as condition and mileage of the vehicle.

A Code 3 vehicle is a new or used motor vehicle that has been rebuilt after sustaining damage in an accident or incident. Even though it is roadworthy and complies with all relevant legislation, it always carries a Code 3 rating.

A SAPVIN (SA Police Vehicle Identification Number) code vehicle can be allocated only by the Police when a vehicle's VIN number has been tampered with. The VIN number usually starts with AAPV.

### **Do we always use new parts?**

We may use non-genuine or second-hand parts of similar age and condition as your vehicle, provided that issues of safety or reliability are not compromised.

### **If a part is not available**

If a part needed for the repair of your vehicle is not available in South Africa as a standard (ready-made) part, we will pay an amount equal to the value of that part. We may also choose to pay cash equal to the cost of repairs, including the cost of the part.

### **Non-manufacturer accessories and equipment**

If your vehicle is fitted with accessories and equipment that were not originally fitted by the manufacturer we will pay the value of the items you told us about, but not more than the amount per item listed in the schedule. If you do not tell us of these accessories and equipment, then the most we will pay per claim is the limit shown in the schedule.

### **Window glass**

We may use suppliers other than the original manufacturer but always subject to certification and subject to the required SABS standards.

### **The pay-out is always reduced by the excess**

You will always have to pay the first part of any claim settlement. This is known as the excess, and is listed in the schedule.

### **Example**

If you successfully claim R20 000 for the repair of your vehicle and the excess for that claim is R1 000, your net pay-out from us will be R19 000.

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<sup>1</sup> eNaTIS (Electronic National Traffic Information System) is the motor-vehicle registration system of the National Department of Transport.

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### **Your bank may take part of your pay-out**

If the vehicle is financed, we accept the financial institution's interest in your property. This means that we will pay the financial institution first.

- The financial institution's acceptance of our payment will mean that we have no further responsibility for that portion of your claim.
- If the claim amount is more than your outstanding loan with the financial institution, we will pay the difference to you.
- If the claim amount is less than your outstanding loan with the financial institution, we will pay the full claim amount to the financial institution. You will still have to pay the balance of your outstanding loan to the financial institution.

### **How we handle claims in neighbouring countries**

- There is no cover if your vehicle is stolen or hijacked outside the borders of South Africa.
- If your vehicle is damaged outside the borders of South Africa, you must bring the vehicle back to South Africa for repairs.
- We will not pay for the following:
  - More than the amount in your policy schedule for towing costs from the border to our preferred repairer in South Africa.
  - Any government-imposed duties, customs, charges or stamps.
- If the vehicle is a write-off and you do not bring it back to South Africa, we will deduct the value of the salvage from your pay-out, but only if you can provide proof that the vehicle is a write-off. The value of the salvage will be the amount we would have received for it in South Africa. You will remain the owner of the salvage and will be responsible for complying with any local government requirements.
- You usually sign an agreement at the border stating that you are responsible to remove the vehicle from that country when returning to South Africa.

### **You cannot claim more than the actual loss**

We will never pay out more than the value of the vehicle, even if you are over-insured. This also means that you could never be paid out twice for the same event.

### **Dual insurance**

If you have more than one insurance policy in place that covers you for the same event, the full amount of the claim will be split proportionally between the different policies.

- The cover you have under each policy will determine how we split the claim amount.
- If you claim from us, you may not also claim from the other insurer, and if you claim from the other insurer, you may not also claim from us.

- If you claim from us, we may settle your claim in one of the following ways:
  - We may pay the full claim amount to you and recover from the other insurer the part of the claim which they are responsible for.
  - We may pay only our part of the claim to you and arrange with the other insurer to pay their part of the claim directly to you.
- Whichever option we decide on, we will pay back the part of the premiums received which relates to the other insurer's part of the claim, but only in respect of premiums received for three years prior to the date of the claim.
- It is the other insurer's responsibility to refund premiums you paid to them relating to our portion of the claim, and you will have to contact the other insurer directly for a refund.

**You cannot claim more than the limit of indemnity shown in the schedule**

To restore your original financial position, the pay-out will be based on the value (as above) of the vehicle, but never more than the limit of indemnity shown in the schedule.

**Example**

If your vehicle is stolen, we may pay you the retail value, or the limit of indemnity, whichever is the lesser. The amount paid to you will never exceed the limit of indemnity shown in the schedule.

**How we may settle a third-party liability claim**

In the event of a claim for liability towards a third party, we may finalise the claim by paying the limit of liability, or any lesser amount for which the third-party claim may be settled. This will release us from any further liability for the claim.

**We do not pay interest**

Although we strive to settle all claims promptly, we cannot be held responsible for any interest on an outstanding claim. We do not pay interest on any amount due by us unless ordered to do so by a South African court of law.

**You must start repairs in the time period specified**

Repairs must start within three months from the date on which we approved the repairs. Should the repairs not start within the three month period because of your delay, we will only pay the amount that we agreed as at the date of our approval. You will have to pay any balance.

**Salvage belongs to us after a claim**

Any vehicle that we decide is uneconomical to repair, or any lost or stolen vehicle which is found after a claim has been settled, is referred to as salvage. Salvage is our property and we may sell it to cover our claims cost. If the proceeds of the sale is more than our claims costs, we will pay the difference to you.



## Liability to third parties

You are covered for legal liability towards a third party, including reasonable legal costs and expenses that we have agreed to in writing, up to the limit shown in the policy schedule. A third party is another person who is involved in an accident with your vehicle, for example the owner of another vehicle or the owner of property.

### Your legal liability

You are covered for legal liability if your vehicle is used legally by yourself or the employed driver in accordance with the type of use.

### Another person's legal liability

We will cover the legal liability of the employed driver or any other person who is driving your vehicle with your (the policyholder's) permission, but only while using the vehicle as a taxi to transport paying passengers. We will not cover their liability if the driver is insured for third party liability cover with another insurer.

### Causes of legal liability and how we cover them

We will cover a driver's legal liability towards a third party if your vehicle is involved in an accident that causes:

- Damage to another person's property.
- Death or bodily injury to another person, but only if you can be held legally liable in terms of the applicable legislation at the time of the incident.

### When there is no legal liability

There is no legal liability cover in the following instances:

- **Loss or damage to property:** No cover for the following kinds of property:
  - Belonging to you, your employees, or any person driving your vehicle with your permission, or the permission of any of your employees.
  - In the care, custody or control of the driver of your vehicle.
  - Being carried in, or on a caravan or a trailer towed by your vehicle.
- **Vehicles towed by your vehicle:** No cover for loss or damage to a caravan, trailer or another vehicle which does not belong to you, while it is being towed by your vehicle.
- **Breaches of the National Road Traffic Act:** No cover for legal costs to defend criminal acts or fines for breaches of the National Road Traffic Act.
- **Rejection of a damage claim:** No liability cover if we reject the claim for loss or damage to your vehicle.
- **Vehicles not belonging to you:** We will not pay for legal liability if you or the employed driver use another vehicle other than the vehicle insured under this policy.

## What we cover

### **PAYING OUT AFTER A CLAIM – WHAT WE COVER YOU FOR (INSURED EVENTS)**

How we pay out after a claim depends on the type of insurance cover you have selected. The three types of cover are set out below. All cover is subject to the maximum amounts shown in the limits page of the schedule. If you are unsure of the cover that applies to you, please check your schedule.

- **Comprehensive cover** – you are covered for accidental loss or damage to your vehicle from any accidental cause, as well as any resulting liability to third parties.

#### **Example**

You're travelling on the highway and crash into the car in front of you. We will pay for the damage to your car, as well as any possible legal liability for damage to the other car.

- **Third party, fire and theft** – you are covered ONLY for accidental loss or damage to your vehicle caused by fire and theft, as well as liability to any third party.

#### **Example**

If you are travelling on the highway and crash into the car in front of you, we will not pay for damage to your car, because the damage was not caused by fire or theft. We may pay for any possible legal liability for damage to the other car.

However, if your vehicle is stolen from a shopping centre, we will pay for the loss because it is caused by theft.

- **Third party only** – you are NOT covered for accidental loss or damage to your vehicle ONLY the third party is. You are covered ONLY for liability to any third party.

#### **Example**

If you are travelling on the highway and crash into the car in front of you, we will not pay for damage to your car. We may pay for any possible legal liability for damage to the other car. Your own vehicle is never covered, irrespective of any loss or damage it may sustain.

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## **SAFEGUARDING YOUR VEHICLE**

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### **Towing your vehicle to a place of safety**

If your vehicle is immobilised and cannot be driven away as a result of an accident, we will pay for it to be towed to a place of safety as follows:

- If the services of a towing company (preferred supplier) arranged by our 24 hour Helpline are used – we will pay for the cost of towing in full.
- If the services of any other towing company (non-preferred supplier) are used we will only pay a limited amount as shown in your schedule.

### **Storage in a place of safety**

If your vehicle is stored in a place of safety after being towed we will pay for the storage costs as follows:

- If your vehicle is stored in a place of safety arranged by our 24 hour Helpline then we will pay for the storage in full.
- If the vehicle is stored at a place not arranged through our Helpline then we will only pay a limited amount as shown in your schedule.

### **Rejected claims**

We will not cover any costs if we end up rejecting your claim after assessing the damage to your vehicle. If we have already paid for the cost of towing and storage, you must pay back the amount that we have paid.

**Our 24 HOUR HELPLINE TELEPHONE NUMBER IS: 086 0464 694**

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## **WE ALSO COVER YOU FOR**

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In addition to Comprehensive cover, you are also covered for the following benefits. These extra benefits do not apply if you chose to be covered for Third party, fire and theft or Third party only.

### **Malicious damage**

We cover you for malicious damage to your vehicle. Malicious damage happens when someone performs an act deliberately designed to cause damage to your vehicle, without the intention of getting any benefit in return. An example is someone deliberately scratching the paintwork of your vehicle.

We do not cover intentional damage caused by you, the employed driver or any person covered under this policy, or with their knowledge or consent.

### **Window glass (stones/chips)**

You are covered for accidental damage to any fitted window glass, such as the windscreen and side windows. This cover is subject to a window glass excess, which is shown in the schedule however this excludes sunroof damages.

Loss of or damages of glass caused by malicious intent, fire, explosion, storm, flood, lightning, theft or attempted theft will be subject to the Own damage excess as shown in the schedule.

Be aware that you are responsible to pay the excess per claim.

### **Sunroof**

This cover is subject to the noted excess as shown in the schedule.

### **Sound equipment**

We will pay for accidental loss or damage to any sound equipment in your vehicle but only up to a maximum amount as shown in the schedule.

Any theft of the sound equipment must have been the result of forced and violent entry into the vehicle. If access was gained using remote jamming, there is no cover unless there is CCTV footage or other indisputable proof available.

## **Optional benefits you can choose**

You can choose to be covered for any of the optional benefits listed below. These are not automatic benefits. You must choose to be covered for these benefits and pay the extra premium.

You are only covered for an optional benefit if it is shown in your schedule.

Please read the section that describes each optional benefit to understand the terms and conditions that apply to each benefit.

- Personal accident
- Credit shortfall
- Return to invoice or Deposit protector
- Instalment protector
- Excess reducer
- Loss of income
- Cash-back

## **What is not covered – exclusions**

### **Alcohol, drugs and driver behaviour**

There is no cover for liability, loss or damage to your vehicle while it is driven or being towed in any of the following instances:

- The driver is under the influence of alcohol, or the alcohol content in the driver's body exceeds the legal limit.
- The driver is under the influence of drugs or medication, unless it is prescribed by a doctor and is taken in the correct dosage.

- The driver refuses to submit to any test to determine the level of alcohol or drugs in their body, such as blood, urine or breathalyser tests.
- The driver leaves the scene of the accident unreasonably or unlawfully.

### **Confiscation or similar acts**

We do not cover you for any loss, damage or costs because the police, or any other authority, legally took possession of your vehicle for any period.

### **Consequential loss**

This is further loss that you may suffer as a consequence of an initial insured event. For example, if your vehicle is in an accident on your way to the airport, we will cover you for the damaged vehicle, but not for any loss you may suffer as result of you missing your flight.

### **Criminal activity**

There is no cover for loss or damage to the vehicle while it is being used for any criminal activity or while fleeing from the scene of a crime or from any law enforcement authority.

### **Custody of the motor trade**

No cover while your vehicle is in the custody and control of the motor trade for any reason except for the overhaul, service or repair of your vehicle.

#### **Example:**

You are not covered if your vehicle is stolen while it is parked at a dealer who is selling it on your behalf.

### **Cyber incidents**

We do not cover any kind of loss, damage, liability or costs which are directly caused by a cyber incident. A cyber incident is any of the following which affects the processing, use or operation of any computer, network, back-up facility or electronic data:

- Programming or operating errors by any person or persons.
- Unauthorised or malicious acts regardless of the time, place or whether it is a threat or a hoax.
- Malware and similar mechanisms which are specifically designed to disrupt, damage or gain unauthorised access to a computer system or electronic data, such as viruses, worms, Trojans, logic bombs, spyware, ransomware and denial of service attacks.
- Any unintentional failure, however minor, of any computerised system which is not directly caused by physical loss or damage.

### Damage to tyres

No cover for loss of or damage to your vehicle's tyres caused by braking, punctures, cuts or bursts, unless the rim or another part of your vehicle is damaged in the same event.

### Domestic animals and vermin

We do not cover loss, damage or liability caused by domestic animals and vermin.

- Domestic animals refer to animals that are not wild, and which are kept by you as pets, like cats and dogs.
- Vermin are animals and insects that can be harmful and are difficult to control when they appear in large numbers, such as mice, rats or any other animal or insect classified as invasive species.

### Further loss or damage

Any resultant loss or damage that is caused because the driver continued to drive the vehicle after an insured event.

### Gradual deterioration

We do not cover loss or damage caused by gradual deterioration. We specifically do not cover loss or damage caused by any of the following kinds of gradual deterioration:

- Wear and tear from the ordinary day-to-day use of your vehicle.
- Exposure to natural forces such as sunlight and rain.
- A slowly operating cause such as rust and corrosion.
- Any cause that was not sudden and unforeseen.
- Lack of maintenance.

### Electricity grid failure

We do not cover loss, damage, any amount of any kind, or liability that is caused (in any way) by Electricity grid failure, which is defined below.

- **Electricity grid failure** is an interruption to or suspension of electricity supply, in any manner and from any source, and for any reason (including damage and any inability and/or failure on the part of the supplier) which affects an entire municipality (including local, district, regional or any other level that is created by law) or province or the country at substantially the same time, including any interruption, power surge or suspension at the reconnection or reinstatement of electricity supply.
- This exclusion also applies to consequential losses in respect of any public utilities that are affected by Electricity grid failure, including but not limited to, the disruption of water, telecommunications and sewage systems. It also applies to other consequential losses, such as the deterioration of any food or other items.
- This exclusion does not apply to Loadshedding (defined below) which remains covered subject to the terms and conditions in your policy.

- **Loadshedding** is the intentional, total or partial, withholding of electricity supply (from any source) by any party other than the insured, implemented in phases, which do not affect a municipality (including local, district, regional or any other level that is created by law) or province or the country at substantially the same time.

### **High risk situations**

You or the employed driver exposing your vehicle to situations that clearly have a high risk of loss or damage, for example crossing a swollen river, stopping on a busy highway, etc.

### **Incorrect fuel**

No cover for loss or damage caused by using the incorrect fuel or the incorrect grade of fuel.

### **Liability by agreement**

You cannot, in an agreement you might sign with a third party (for example, a panel beater), accept liability for something that you could not reasonably be held liable for in the first place. For example, you cannot accept liability for the actions of a panel beater who is repairing your vehicle, for that is clearly his responsibility.

### **Losses covered by other legislation**

We do not cover loss, damage or liability where compensation is provided for by written law in South Africa, or any other country where this policy might apply. An example in South Africa is the Road Accident Fund Act.

### **Loss of damage for your own expense**

We do not cover you for loss or damage to your vehicle that results from the following:

- Depreciation and mechanical, electrical or electronic breakdown, failure or breakage.
- Loss or damage arising from the fact that your vehicle was defectively designed or constructed.

### **Nuclear risks**

These are risks associated with the nuclear industry in general. We do not cover any event related to radioactive or nuclear material in any way.

### **Outbreaks, pandemics, epidemics and communicable diseases**

There is no cover for costs, liability, loss or damage relating in any way to the following:

- A declared or classified epidemic or pandemic, including any mutation or variation thereof. This applies regardless of when it was declared or classified.
- A communicable disease or the fear or threat of a communicable disease. This includes any disease which can be transmitted by a substance, agent or organism (such as a virus, bacterium or parasite), and is regardless of the method of transmission (such as airborne or bodily fluid transmissions).

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**Pollution and contamination**

There is no cover against pollution or contamination. Pollution and contamination means the emission, discharge, release, dispersal, disposal, seepage or escape of any solid, liquid, gas or thermal irritant, contaminant or pollutant. This includes all of the following:

- Vapours, smells, odours, humidity, fumes, smoke, soot or other airborne particles.
- Acids, alkalis, chemicals or waste.
- Electro-magnetic waves, noise or vibrations.
- Any other waste or noxious substances.

**Pre-existing damage**

No cover for the cost to repair any pre-existing or old damage, faulty workmanship or incomplete repairs that were in existence prior to the insured event.

**Remote jamming**

No cover for loss or damage caused by anyone gaining access to your vehicle using remote jamming, unless there is CCTV footage or other indisputable proof available.

**Riots, public disorder, terrorism**

This includes any loss or damage related to or caused by war, terrorism, riots, protest actions, public disorder, civil commotion, strikes or any attempted act of this kind. In South Africa, these types of events are covered by Sasria SOC Limited. Please refer to the Sasria section at the back of your policy wording for an explanation of your Sasria cover.

**Sea, airports and mines**

We do not cover you for any loss or damage, injury or liability if your vehicle is:

- Transported by sea (other than between ports within South Africa).
- Driven on an aviation apron or runway.
- Driven underground in a mine.

**Theft by employees**

There is no cover for theft if there is any involvement from the employed driver, their family members or your family members, including if the theft happens with their knowledge or consent.

**Theft by false pretences**

We do not cover any loss or damage if you or the employed driver are tricked by any means into parting with your vehicle, such as through a scam or theft by false pretences.



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**Theft of sound equipment**

No cover for the theft of sound equipment from inside your vehicle unless there has been forcible or violent entry into your car. If access was gained using remote jamming, there is no cover unless there is CCTV footage or other indisputable proof available.

**Theft of spare wheel**

No cover for the theft of a spare wheel located outside your vehicle, unless it is secured by a lock, or unless it can only be released from inside your vehicle.

**Un-roadworthy cars**

No cover for liability, loss or damage caused directly because your vehicle does not meet the roadworthy requirements of the applicable National Road Traffic Act.

**Example:**

Tyres that are below the legal tread limit, impacts the distance before your vehicle comes to a complete stop in wet road conditions. If your vehicle is in an accident and our investigations show that the accident could have been prevented if your vehicle's tyres were within the legal tread limit, we will reject your claim.

## PERSONAL ACCIDENT

**This section deals with insurance cover for you, the employed driver and passengers in the event of personal accident while travelling in your vehicle. This is not an automatic benefit. You must choose to be covered for this benefit and pay the extra premium.**

### What is “personal accident”?

A personal accident is an accident with your vehicle that causes a person bodily injury which results in disability or death. It can be a minor accident that results in a person losing a hand, or something more serious like a crash that results in the death of a person.

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## Key terms to understand

<b>You</b>	The policyholder in whose name the policy is issued.
<b>Employed driver</b>	The person you employ to drive your vehicle.
<b>Passengers</b>	The fare-paying passengers being carried in your vehicle, up to the maximum number as allowed by current legislation.
<b>Bodily injury</b>	Injury sustained in an accident with a vehicle while driving it, travelling as a passenger in it, or getting into or out of the vehicle.
<b>Your vehicle</b>	Any vehicle insured under the Motor section of this policy at the time of the accident, and for which a valid claim has been accepted. The vehicle must be enclosed and allowed to legally carry passengers.

## What we cover you for

### **Bodily injury**

- We cover you, the employed driver and all passengers for bodily injury sustained that results in death within 24 months.
- We cover you and the employed driver for bodily injury sustained that results in permanent disability within 6 months from the date of the bodily injury.
- We do not cover any passengers for the disability benefit.

### **Special conditions**

- The bodily injury must have been sustained directly as a result of an event that was clearly violent and accidental.
- The event must have involved the vehicle covered under the Motor section of this policy being in a road accident.
- The event must have taken place during the period of insurance.
- If the bodily injury results in death, we are entitled to have a post-mortem examination undertaken. This will be done at our own expense.

### **Cover when travelling in another vehicle**

We will also cover you (the policyholder) while you are travelling in a vehicle other than the vehicle covered under the Motor section of this policy.

This cover only applies to you and does not apply to the employed driver or passengers.

## Paying out after a claim

### **How much we pay on death**

We will pay 100% of the death benefit amount set out in the schedule for you, the employed driver or the passengers.

### **How much we pay on disability**

The pay-out that you or the employed driver receive for disability depends on the extent of disability disabled: the more severe the disability, the higher the pay-out. We will pay a percentage of the death benefit amount, as set out in the disability table on the following page.

DISABILITY TABLE	
Disability description	Percentage of the death benefit
Total and permanent loss of function, or the physical separation at or above the wrist or ankle of: – both hands; or – both feet; or – one hand and one foot	100%
Total and permanent loss of function, or the physical separation at or above the wrist or ankle of one hand or one foot	50%
Total and permanent loss of function, or the physical separation at or above the wrist or ankle of one hand or one foot, together with total and irreversible loss or sight in one eye.	100%
Complete and irreversible loss of sight: – in both eyes – in one eye	100% 50%
Total and permanent disability – incapacity because of bodily injury to perform the material and substantial duties of the person's own occupation, or any other occupation for which the person could reasonably be expected to be educated, trained and experienced.	100%

### Who we pay

We pay directly to the person who is injured, whether it's you, the employed driver or a passenger. If we cannot because of death, then we pay the person's legal representative or their estate.

### Certain pay-outs are limited

- If a person suffers more than one kind of disability, the total benefit payable will not exceed 100% of the disability benefit amount per accident.
- We will not pay you more than the benefits shown in the schedule irrespective of how many vehicles you insure under the Motor section of this policy, or other taxi policies issued by us.
- We will not pay out more than R100 000 per accident for the total of all claims made by you, the employed driver and all passengers.
- Benefits for children are subject to a maximum amount as allowed by law. The total amount that we will pay on all policies issued by us is subject to:
  - R20 000 (twenty thousand rand) if the child is younger than 6 years.
  - R50 000 (fifty thousand rand) if the child is 6 years or older, but younger than 14 years.

- The pay-out for disability will be deducted from any amount payable for death caused by the same accident. If death follows after we have already paid out for permanent disability, we do not pay more than the highest limit for either death or permanent disability.

**Example**

If your death limit is R30 000 and you die after we have already paid you R20 000 for permanent disability, we will pay out an additional R10 000. If, however, you received R30 000 for permanent disability, then no further pay-out will be made when you die.

## What is not covered

**Pre-existing medical conditions**

We do not cover claims resulting from, or aggravated by, any pre-existing or congenital physical disability, infirmity, illness or disease. This also applies to any condition for which the person received medical treatment or advice prior to the bodily injury.

**Driver's licence**

We do not cover claims where you or the employed driver was not in possession of a valid driver's licence at the time of the motor accident. This will not apply to passengers.

**Military, police or criminal actions**

We do not cover claims resulting from your or the employed driver's participation in military, police or criminal actions.

**Irresponsible actions**

We do not cover claims resulting from the following irresponsible actions:

- Suicide, attempted suicide and intentional self-injury.
- Willful misconduct or exposure to danger.
- While the alcohol content in your blood exceeds the legal limit.
- Being under the influence of intoxicating liquor or drugs, unless prescribed by a medical practitioner.

**Certain medical conditions**

We do not cover claims resulting from the following medical conditions:

- Insanity and neurosis.
- Stress and any related conditions, depression and disorders.

## Your specific responsibilities

### **Agree to regular medical examinations**

You and the employed driver must submit to any medical examination that we require of you, as often as required. We will pay for these medical examinations.

### **Notify us of any death within 30 days**

If any person dies in an accident, you must notify us within 30 days. We may insist on a post-mortem examination.

### **You must have a valid vehicle claim**

To qualify for a pay-out under this section, we must have approved your vehicle claim under the motor section of this policy. This does not apply if your claim was for cover when travelling in another vehicle.

### **Seek immediate medical treatment**

In the event of an accident which is likely to lead to a claim, you or the employed driver must immediately see a registered medical practitioner, and follow any treatment that is recommended.

## CREDIT SHORTFALL

**This section deals with insurance cover for the difference (shortfall) between your insurance pay-out under this policy and the outstanding loan amount if your vehicle is financed.**

**This is not an automatic benefit. You must choose to be covered for this benefit and pay the extra premium.**

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What we cover you for	39

### Key terms to understand

<b>Credit provider</b>	A registered financial institution whose interest in the vehicle forms the subject matter of the credit agreement.
<b>Credit agreement</b>	An enforceable credit agreement in terms of the National Credit Act 34 of 2005 entered into between you and the credit provider in respect of your vehicle.
<b>Your vehicle</b>	Any vehicle insured under the Motor section of this policy that is financed in terms of a credit agreement.
<b>Event</b>	Event means the event which gave rise to the claim for loss of or damage to your vehicle under the Motor section of this policy.
<b>Total loss</b>	Your vehicle is so badly damaged that it cannot be repaired economically (write-off); or it has been stolen or hijacked and not recovered.
<b>Outstanding loan amount</b>	<p>The outstanding loan amount is the amount you owe to a credit provider in terms of a credit agreement, as at the date of the event which gave rise to a claim, which would liquidate your outstanding liability. This amount excludes:</p> <ul style="list-style-type: none"> <li>○ arrear instalments;</li> <li>○ interest and finance charges on arrear instalments; and</li> <li>○ any early settlement penalties.</li> </ul>

## What we cover you for

If your vehicle is a total loss and you are still paying it off, there might be a difference (shortfall) between:

- the amount we paid for a valid claim under the Motor section of this policy; and
- your outstanding loan amount.

We will pay this difference to the credit provider, but be aware that the amount we pay might not cover the whole difference.

We will pay the credit provider the lesser of the following:

- the outstanding loan amount (less deductions listed below); or
- the maximum shortfall cover amount set out in the schedule.

We do not cover the following and will therefore deduct these amount from the outstanding loan amount:

- The excess payable under the Motor section of this policy.
- The amount we paid out in settlement of the vehicle claim under the Motor section of this policy.
- Any amounts we deducted from the vehicle claim settlement amount because it is not covered under the Motor section of this policy. For example, premium refunds, towing, salvage, storage and release fees may create a short payment under the Motor section of this policy, and is not covered under the Credit shortfall benefit.
- Any amount refundable to you in terms of the credit agreement as at the date of loss. For example, insurance credit life premiums, motor warranty premiums, etc.
- Any further or additional amounts added to the principal debt in terms of your credit agreement after its date of commencement, as well as any finance charges and interest on such amounts.



## RETURN TO INVOICE OR DEPOSIT PROTECTOR

**This section explains the extra benefit we offer to help you buy a replacement vehicle.**

**This is not an automatic benefit. You must choose to be covered for this benefit and pay the extra premium.**

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### Key terms to understand

<b>Credit provider</b>	A registered financial institution whose interest in the vehicle forms the subject matter of the credit agreement.
<b>Credit agreement</b>	An enforceable credit agreement in terms of the National Credit Act 34 of 2005 entered into between you and the credit provider in respect of your vehicle.
<b>Your vehicle</b>	Any vehicle insured under the Motor section of this policy.
<b>Event</b>	Event means the event which gave rise to the claim for loss of or damage to your vehicle under the Motor section of this policy.
<b>Total loss</b>	Your vehicle is so badly damaged that it cannot be repaired economically (write-off); or it has been stolen or hijacked and not recovered.

### What we cover you for

If your vehicle is a total loss, we will pay out the following benefits depending on the age of your vehicle as at the date of the event.

#### How we calculate the age of your vehicle

The age of your vehicle is calculated from the date of first registration (according to the vehicle registration document), to the date of the event.

### **Return to invoice – vehicles up to two years old**

We will pay you the difference between the following two amounts, up to the maximum Return to invoice benefit amount as set out in the schedule.

- The new list price for the year model of your vehicle as at the date of first registration, as published in the Auto Dealers Guide published by TransUnion Auto Information Solutions. The new list price excludes dealer fees, costs, on-road charges and the value of any accessories.
- The settlement amount we paid for the vehicle under the Motor section of this policy, before we deducted the excess.

### **Deposit protector – vehicles older than two years**

We will pay you the original deposit that you paid when you bought the vehicle that is insured under the Motor section of this policy. We will only pay up to a maximum of the Deposit protector limit as set out in the schedule.

#### **What is the deposit?**

The deposit is the initial amount you paid to the credit provider before you entered into the credit agreement.

#### **We may ask for proof**

We may ask you to give us copies of the following documents before we accept any claim under this section:

- The credit agreement between you and the credit provider.
- The statement of account with the credit provider reflecting a full transaction history.
- Your credit application.
- Proof that you paid a deposit when you bought the vehicle listed in the policy schedule.

### **What is not covered**

We do not pay the Return to invoice or the Deposit protector benefits in the following instances:

- If we rejected your claim for the vehicle under the Motor section of this policy.
- If we settled your claim for the vehicle under the Motor section of this policy by way of providing you with a replacement vehicle.

## INSTALMENT PROTECTOR

**This section explains the extra benefit we offer to help you to pay your instalment to the credit provider as described below.**

**This is not an automatic benefit. You must choose to be covered for this benefit and pay the extra premium as stated in the schedule.**

Key terms to understand	42
What we cover you for	42
What is not covered	43

### Key terms to understand

<b>Claim</b>	When you ask us to compensate you for loss or damage.
<b>Credit provider</b>	A registered financial institution whose interest in the vehicle forms the subject matter of the credit agreement.
<b>Credit agreement</b>	An enforceable credit agreement in terms of the National Credit Act 34 of 2005 entered into between you and the credit provider in respect of your vehicle.
<b>Damage</b>	When damage to your vehicle can be repaired.
<b>Your vehicle</b>	Any vehicle insured under the Motor section of this policy that is financed in terms of a credit agreement.
<b>Total loss</b>	Your vehicle is so badly damaged that it cannot be repaired economically (write-off); or it has been stolen or hijacked and not recovered.

### What we cover you for

We will pay your instalment/s to the credit provider which finances your vehicle while your vehicle is being repaired for damage as a result of an accident, theft or hijacking after being recovered (where it can be repaired economically).

#### Conditions for cover

- You must have a valid claim under the Taxi Comprehensive policy for accidents, theft, or hijacking.

- Your cover limit depends on whether or not you use a repairer approved by us for the vehicle's repairs as explained below:
  - **Pre-approved repairer:** We will pay a maximum of two months' instalments, up to a maximum of R10 000 per instalment as long as we approved the repairer before repairs are effected to the vehicle.
  - **Unapproved repairer:** We will only pay one month's instalment, up to a maximum of R10 000, if repairs to the vehicle were done by a repairer that was not approved by us before repairs are effected to the vehicle.
- We will only pay up to a maximum of one claim per year, which means the 12 months from your policy start date or policy review date until your next policy review date.
- We will pay the credit provider directly.
- The period of payment calculation starts with the date we approved the repairs to the vehicle or the date that the vehicle is delivered to the repairer (whichever is the later date), and end when the vehicle is available for collection from the repairer.
- This benefit only applies to repairs that take longer than 14 days.

### We may ask for proof

We may ask you to give us copies of the following documents before we accept any claim under this section:

- The credit agreement between you and the credit provider.
- The statement of account with the credit provider reflecting a full transaction history.
- Your credit application.
- Monthly instalment.

## What is not covered

We do not pay the instalment benefits in the following instances:

- If the vehicle is a total loss.
- If repairs to the vehicle are completed within 14 days after the vehicle was taken to the repairer.
- You did not receive your authorisation prior to undertaking repairs.

## EXCESS REDUCER

**This section deals with extra cover to reduce your excess.**

**This is not an automatic benefit. You must choose to be covered for this benefit and pay the extra premium.**

Key terms to understand	44
What we cover you for	44

### Key terms to understand

<b>Excess</b>	The amount that you must pay for any claim under the Motor section of this policy.
<b>Your vehicle</b>	Any vehicle insured under the Motor section of this policy.

### What we cover you for

We will reduce the amount of your excess under the Motor section of this policy by the amount set out in the schedule.

You must have a valid claim under the Motor section of this policy.

## LOSS OF INCOME

**This section deals with insurance cover if you lost income while your vehicle is being repaired because of a claim under the Motor section of this policy.**

**This is not an automatic benefit. You must choose to be covered for this benefit and pay the extra premium.**

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### Key terms to understand

**Your vehicle** Any vehicle insured under the Motor section of this policy.

### What we cover you for

If you have a valid claim under the Motor section of this policy and we decided to repair your vehicle, we will pay for the loss of income during the period of repairs.

#### Loss of income benefit

We will pay the loss of income benefit as an amount per day for a maximum number of days as set out in the schedule.

#### How we calculate the number of days

We calculate the number of days as follows:

- From the date that we gave written permission for the repairs to be carried out, or the date on which you deliver your vehicle for repairs (whichever date is the later).
- Until the date on which the vehicle is available for collection from the repairer.
- We do not include Saturdays, Sundays and public holidays in the calculation of the number of days.

#### If your vehicle is a total loss

If your vehicle is a total loss, we will pay out a once-off lump sum benefit as set out in the schedule. You must sign an agreement of loss before we will make payment.

## What is not covered

We do not pay the Loss of income benefit in the following instances:

- If the cost of repair is less than the amount of your excess.
- If you or the repairer caused delays to the repairs being finalised.

## CASH-BACK

**This section deals with paying you back part of your premium as a reward for not claiming.**

**This is not an automatic benefit. You must choose to be covered for this benefit and pay the extra premium.**

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What we cover you for	47

### Key terms to understand

<b>Event</b>	Event means the event which gave rise to the claim for loss of or damage to your vehicle under the Motor section of this policy.
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### What we cover you for

#### **The Cash-back benefit**

If you do not claim for an insured event under the Motor section of this policy for 36 months in a row, and you have paid all your premiums, we will pay a part of your premium back to you in cash.

#### **How we calculate your Cash-back benefit**

We calculate the Cash-back benefit as 10% of the premiums you paid us for the entire 36 month period. We will deduct the following costs from the premium before we calculate the Cash-back benefit:

- Once-off policy joining fee.
- Any monthly policy administration fees.
- Sasria premiums.
- Intermediary commission and broker fees.
- Premiums for any of the optional benefits.



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**There may not be a break in cover**

There may not be a break in your insurance cover during the 36 month period.

- All premiums for the entire 36 month period must be paid in full and within the grace period.
- If your policy ends because of non-payment of premiums, or for any other reason, you will lose your Cash-back benefit.
- If your policy starts again, your 36 month period will also start again.

**When and how we will pay the Cash-back benefit**

We will pay the Cash-back benefit to you 30 days after the end of the 36 month claims-free period.

- We will pay the Cash-back benefit into the same bank account from which we collect your premiums, unless you tell us differently.
- If you claim during the 30 days for an event that happened during the 36 month period, you will lose your Cash-back benefit and the 36 month period will stop and start again.
- If, after we have paid your Cash-back benefit, you claim for an event that happened during the 36 months, you must pay back the Cash-back benefit.
- You are responsible for any tax liability that may arise from the payment of the Cash-back benefit.

**What happens if you submit a claim**

- If you submit a claim for any vehicle insured under the Motor section of this policy (including glass or third party liability claims), you will lose your Cash-back benefit. The 36-month period will stop and start again.
- If we are successful in making a full recovery from a guilty party after we have paid a claim, we will re-instate the 36 month period. This means that the 36 month period will not be interrupted and it will be as if you did not claim.

If you decide to withdraw a claim in order to protect your Cash-back benefit, your decision will remain final and you will lose your right to claim for that specific event.

## THIRD PARTY CLAIMS

**This section explains the meaning of third party recoveries and liabilities, as well as how we will treat all third party claims. It is not part of your policy wording and is provided for information purposes only.**

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### The difference between third party recovery and third party liability

#### Third party recovery

- You, as the innocent policyholder (first party), are covered by the insurer (second party) against the actions of another party (third party), the negligent or responsible party.
- We will cover you for loss of or damage to your vehicle insured under this policy, if your vehicle is in an accident.
- If another person caused the accident, we will try to claim back the amount of the damage from that person (third party). There are no guarantees that we will be successful, because there are many factors playing a role in the legal process.
- This is called third party recovery.

#### Third party liability

- You, as the negligent or responsible policyholder (first party), are covered by the insurer (second party) against the actions of another party (third party), the innocent party.
- We will cover you if you are held legally responsible for causing loss or damage to another person's property, because of an accident that involved your vehicle.
- This is called third party liability.

## We will take over your rights

### Third party recovery

Once we paid you for a claim, your rights to claim against the third party that caused the loss or damage to your vehicle are automatically given to us.

- This means that you may not claim directly from the third party, because you have already claimed from us.
- If you do not allow us to claim from the third party, you may lose all benefits under this policy and you may need to pay back any payment or benefit you received from us.

### Third party liability

The basis of third party liability insurance is that you ask us to cover you if you are held legally responsible by another person for causing damage to that person's property.

- This means that you give us your rights to defend yourself, and we will negotiate with the other person (third party) or that person's insurer.
- We will also go to court on your behalf if we cannot reach a settlement during the negotiation process.

## Third party recovery process

After we have paid you for a claim for the loss or damage to your vehicle, we will assess whether there is a possibility of claiming back the amount of the loss or damage from the third party. We will only consider this if the third party was responsible for causing the loss or damage. We may decide whether or not we will claim from the third party as explained below.

### Your responsibilities

- You must never admit guilt, offer to pay someone else, or accept an offer from anyone else to pay for the damage, or to pay you for your excess.
- You must give us all information and assistance that we need to claim from the third party.
- If you don't comply with your responsibilities, it may mean that we cannot claim back the amount of the loss or damage from the third party. You may lose all benefits under this policy and you may need to pay back any payment or benefit you received from us, plus any costs.

### If we decide to claim from the third party

- We will claim the total amount of the damage, including your excess, from the third party, or the third party's insurer, and we will cover all the legal costs.
- The law allows three years from the date of the accident to claim from the third party. This could be a long process and there are no guarantees that we will be successful.

### **If we decide not to claim from the third party**

We may also decide not to claim from the third party for any of the following reasons:

- The amount of the full damage or loss is less than what the legal costs would be if we claimed from the third party.
- In our opinion, we do not have reasonable prospects of success.
- We cannot trace the third party or you didn't give us the third party's details.
- The third party is not insured and does not have any income or assets.

### **When we will pay back your excess**

- We will pay you back the amount of your excess, if we are successful in recovering the full amount of the loss or damage (including your excess).
- If we only recover part of the amount of the loss or damage, we will only pay back part of your excess.

### **When we will not pay back your excess**

The excess is the uninsured portion of a claim that you must pay, regardless of whether the driver of your vehicle is responsible for the accident or not. We will not pay back your excess if we are unsuccessful in claiming from the third party, or if we decide not to claim from the third party. You may ask us to take back your rights to claim from the third party.

- You may then claim from the third party for the amount of your excess.
- You may not claim for any amount that we have already paid to you.
- Claiming from the third party could take a long time, especially if the other person is not insured or does not have any income or assets.
- If the amount of your excess is less than R20 000, then the Small Claims Court is the cheapest and most effective method of claiming your excess from the third party. Please note that the legislated R20 000 minimum amount for claims that The Small Claims Court deals with may be amended from time to time.

## **Third party liability process**

After we have paid you for a claim for the loss or damage to your vehicle, we will assess whether there is a possibility of a liability action against you. If you are covered for third party liability only, the process starts when you tell us about a possible liability claim. We will consider whether you are responsible for causing the loss or damage. This means that the other person, or that person's insurer, might hold you responsible for the damage to that person's property.

### **Your responsibilities**

- You must never admit guilt, offer to pay someone else, or accept an offer from anyone else to pay for the damage, or to pay you for your excess.
- You must tell us immediately after you become aware of any action or possible action against you, for example if you receive a summons from the court.

- You must not refer any action against you to anyone other than to us. This means you may not contact an independent legal advisor. Only the insurer may deal with any action against you.
- If you don't comply with your responsibilities, it may mean that we cannot represent you in a third party claim. You will then be responsible to pay the amount of the loss or damage to the other person's property, plus any costs.

### How we negotiate with the third party or the other insurer

- We will consider whether you are responsible for causing the loss or damage.
- If we do not consider you responsible, we will reject the claim and send a rejection letter to the third party or the other insurer.
- If you are responsible, we will negotiate with the third party or the other insurer. We will attempt to reach a settlement agreement for the amount of the loss or damage to the third party's property.
- If we cannot reach a settlement, or if we receive a summons from the court, we will go to court.
- The law allows three years from the date of the accident for the third party to claim from you.

### The excess that you must pay

The excess is the uninsured portion of a claim that you must pay. There is no option to claim back the excess on a third party liability claim, because you are the responsible party.

## How to contact us for third party claims

Call us on **086 0464 694** or email us at [enquiries@ctu.co.za](mailto:enquiries@ctu.co.za).

## Third party claims information

You must get as much information as possible, regardless of whether you are responsible for the accident or not. Below is a list of typical information we need, but there could also be other information. Remember, any information that could support your version of the accident is important.

### Third party information

- **Driver of vehicle:** Name, surname, contact details, identity number.
- **Owner of vehicle:** Name, surname, contact details, identity number.
- **Vehicle:** Registration number, make, model, colour and details of any other insurance policy that covers the vehicle.
- **Animals:** If an animal was involved in the accident, we need a photo of the animal including anything that identifies the animal as belonging to its owner (if possible).

### Photos and description of the accident

- Photos of the accident scene and surrounds will be useful to reconstruct the accident.
- Video material, if anyone happens to take a video of the accident.
- Photos and measurements of skid marks.
- Detailed sketch of the accident scene.
- Written description of how the accident happened.

### Accident information

- Date and time.
- Visibility: For example, was it raining, dark or foggy?
- Road surface condition: For example, slippery.
- Potholes: GPS co-ordinates, landmark references, physical address.
- Witnesses: Name, surname, contact details, identity number.

## When we will communicate with you

We will keep you updated of the progress on your claim at all important decision points.

### Third party recovery

- When we have received a claim for a possible recovery.
- When we have assessed whether you, or the third party are responsible for the accident.
- When we have sent a letter of demand to the third party.
- After a settlement has been negotiated.
- When we decide not to continue with the claim, including the reason (if applicable).
- When we decide to legally pursue the third party. This will include the date, reasons and details of the attorney.
- At important decision points during the litigation process.
- At finalisation of the recovery claim against the third party.

### Third party liability

- When we have received a claim for a liability action.
- When we have assessed whether you, or the third party are responsible for the accident.
- When we have received a letter of demand from the third party that is claiming from us.
- After a settlement has been negotiated.
- When we decide to legally defend a summons from the third party that is claiming from us. This will include the date, reasons and details of the attorney.
- At important decision points during the litigation process.
- At finalisation of the liability claim against you.

## SASRIA

**Please note: Sasria cover is not automatic – you must choose to be covered and pay the extra Sasria premium.**

### **Terrorism, riots, strikes and other protest actions**

Insurance companies do not provide cover against loss or damage caused by special risks such as politically motivated malicious acts, riots, strikes, terrorism and public disorders. The insurer that provides cover for these kinds of events in South Africa is Sasria.

- Sasria SOC Limited (Reg. No. 1979/000287/30) is a Licensed Non-Life Insurer and an authorised Financial Services Provider.
- Hollard performs intermediary services and collects the Sasria premium. Hollard also issues Sasria's policy wording on behalf of Sasria and receives a fee of 11.5% of the Sasria premium in return for performing this function.
- Sasria applies in South Africa only, however, cover on vehicles is also provided in Namibia for a period of not more than 60 consecutive days.
- Please note that there are some events that are not covered. You must read your Sasria Motor Policy wording to understand your cover. Please refer to the Sasria section at the end of your policy document for a full description of the cover provided and exclusions.
- If you chose Sasria cover, then your policy schedule shows the amount of your Sasria premium.

### **How to claim**

- You must report any protest action that puts your vehicle at risk, to the South African Police as soon as possible.
- All claims must be sent to Hollard, and not to Sasria. Please call your broker to notify us of a claim as soon as possible after the event. We will tell you exactly what we need from you to process your claim.
- All approved claims will be settled by Sasria, and not by Hollard.
- Any vehicle that Sasria decides is uneconomical to repair, or any lost or stolen vehicle which is found after a claim has been settled is referred to as salvage. Salvage is Sasria's property and they may sell it to cover their claims cost.

### **Sasria's contact details**

<b>Postal address:</b>	Sasria SOC Limited, PO Box 653367, Benmore, 2010
<b>Physical address:</b>	Sasria SOC Limited, 36 Fricker Road, Illovo, Sandton, 2196
<b>Tel:</b>	011 214 0800 or 0861 727 742
<b>Fax:</b>	011 447 8630
<b>Compliance officer:</b>	Mr. Mziwoxolo Mavuso
<b>Email address:</b>	<a href="mailto:contactus@sasria.co.za">contactus@sasria.co.za</a>
<b>Web:</b>	<a href="http://www.sasria.co.za">www.sasria.co.za</a>

## Dear customer...

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Sasria provides short-term insurance cover against special risks that the broader insurance industry does not cover. Examples of these special risks are civil commotion, strike, riot, public disorder and terrorism.

This document is the legal and official version of your Sasria policy wording. The laws of South Africa govern this policy.

Your contract with Sasria comprises:

- the policy wording (this document);
- the Sasria policy schedule;
- any information that you, or someone acting on your behalf, supply to us; and
- any amendment to the policy.

Please read the wording carefully to make sure that you understand what your policy covers. You must always read the wording together with the Sasria schedule.

We look forward to being of service to you.

### How to reach us

011 214 0800 or 086 172 7742 | [contactus@sasria.co.za](mailto:contactus@sasria.co.za) | [www.sasria.co.za](http://www.sasria.co.za)

## General terms and conditions

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### How you should read this document

"We", "our" or "us" in the wording refers to Sasria SOC Ltd. "You" or "your" in the wording refers to the policyholder.

Words in the singular include the plural. Words in the masculine gender (he) include the feminine gender (she).

### Your Sasria policy and the underlying policy

#### **You must have an underlying policy in force**

To be insured against the special risks mentioned above, you must have an underlying policy contract in force that includes Sasria cover at the time of the event that gives rise to a loss. If you choose to only take out Sasria cover, there must be a pro forma underlying policy as a formality. The pro forma policy can be issued by any underlying insurer. The underlying insurer must give you Sasria cover regardless of your risk profile.



Sasria policies attach to the underlying policy or they are stand-alone:

- **Attached policies** incorporate the terms, conditions and warranties of the underlying policy with some exceptions (see the next subsection).
- **Stand-alone policies** have their own terms and conditions that are listed in the relevant policy wording.

Policies that attach to the underlying policy	Stand-alone policies
Material Damage (Fire) Contract Works	Motor Business Interruption (Standing Charges, Working Expenses, Loss of net profit, Loss of gross profit, Project Delay)

## Policies that attach to the underlying policy

For these policies, the terms, conditions, exclusions and warranties of the underlying policy also apply to the Sasria policy **except for those listed below**:

### Standard S.A.I.A. Exceptions

The general exclusions of underlying policies typically include the Standard S.A.I.A. Exceptions. Your Sasria policy covers some of the S.A.I.A. Exceptions, but not all of them.

Your Sasria policy covers **civil commotion, riot, strike, lockout, public disorder, rebellion and revolution and terrorism** (S.A.I.A. Exceptions A(i), A(iii)(b), A(iv), A(v), A(vi) and A(vii) to the extent that A(vii) refers to A(i), A(iii)(b), A(iv), A(v) and A(vi) and C).

Your Sasria policy does not cover **war and war-related activities** (S.A.I.A. Exceptions A(ii), A(iii)(a) and A(vii) to the extent that A(vii) refers to A(ii) and A(iii)(a) and B).

In each policy, see **What we cover** and **What we don't cover** for the details.

If the numbering in your underlying policy does not correspond with the numbering of the Standard S.A.I.A. Exceptions, you must refer to the corresponding contents.

## Extensions

Sasria special risk cover only applies to the basic cover of the underlying policy. It does not apply to any additional perils and extensions included in the underlying policy, whether optional or not.

## Excess

For Material Damage (Fire), there is no excess payable if you claim under your Sasria policy.

For Contract Works, the following excess is payable:

For loss or damage to contract works and materials, the excess or first amount payable is calculated as 0,1% of the value of the specific contract for which a claim is made.

The following minimum and maximum amounts apply:

Minimum excess (first amount payable)

- R250 (Domestic risks)
- R2 500 (All other risks)

Maximum excess (first amount payable)

- R25 000

For loss or damage to a construction plant, the excess is R1 000 for each loss or damage arising from any one insured event.

## Premium

Any adjustment of the premium clause or condition in the underlying policy will not automatically apply to your Sasria policy.

## Period of insurance

The period of insurance of your Sasria policy is the same as the period of insurance of the underlying policy.

## Sasria and the underlying insurer must sign your schedule

For your Sasria contract to be valid, the Sasria schedule must bear the signatures of a director of Sasria and the underlying insurer.

## Cancellation

Only you have the option to cancel Sasria cover; Sasria will never cancel your cover.

If an underlying policy is cancelled, it does not automatically result in cancellation of your Sasria cover. The underlying insurer must give you the option to keep your Sasria cover except if the cancellation was due to non-payment. If you choose to keep your Sasria cover, the underlying insurer will issue a pro forma policy to which your Sasria policy will attach.

## Our rights

### To review rates and premiums

We reserve the right to review the terms and conditions of a policy, including rates and premiums, in line with all applicable laws (e.g. the Policyholder Protection Rules). Where necessary, some or all classes of business rates and premiums may be reviewed with reference to trends, expectations and assumptions, including but not limited to the following:

- a) Documented trend of poor performance on class or classes of business over the last three (3- to five (5) years;
- b) Reasonably balancing the interests of Sasria SOC Ltd and its policyholders' expectations; and
- c) The extent to which the assumptions on which the premium was based have been met.

In accordance with the law, we will duly notify the policyholder in writing, through our distribution channels, of the details of the pending review; the effective date of the review; the reasons for the review; the implication of the review; the policyholder's rights and obligations regarding the review,

including any cooling-off rights offered and procedures applicable for the exercise thereof; and any other relevant details.

Each policyholder will be given a reasonable notice period to make an informed decision as to whether the policy continues to meet the policyholder's requirements as a result of the reviewed terms and conditions.

### **To take possession of damaged property**

When you claim under this policy, you agree that we, and any person authorised by us, have the right to enter the damaged property, or take possession of it, and deal with it in any reasonable manner. This right does not imply that we accept liability for the claim. It also does not diminish our right to apply any condition of this policy.

You remain responsible for all damaged property until it is in our possession.

### **To take legal action on your behalf**

If we have compensated you for loss or damage, we have the right to recover our costs from the responsible third-party. We have the right to take legal action on your behalf to defend or settle any third-party claim. You agree that we may conduct the legal proceedings to our full discretion.

You must cooperate fully with us. Specifically, you agree to:

- do nothing that will prejudice or limit our rights;
- give us all information and documents we require;
- sign any document or affidavit that we request to enable us to exercise our rights;
- attend depositions, hearings, trials and give evidence as necessary; and
- make no admission, offer, promise, payment or statement about Sasria's liability without our written consent.

### **Transfer of rights**

Only you have the right to claim against us under this policy. This right may only be transferred to another person or entity if you should die or if the law orders it.

## **Sharing information**

By entering into a contract with Sasria, you waive your right to privacy and agree that we may disclose to any other insurance company any relevant information that you, or someone else on your behalf, has provided to us.

## **Your responsibilities**

### **To be covered**

To be covered under your Sasria policy:

1. The underlying policy must have been valid and active on the date of the insured event for which you claim;
2. The Sasria premium payments must be up to date and we must have received all such payments; and
3. You must, for attached policies, comply with the terms and conditions of your Sasria policy and those of the underlying policy (with the exceptions described above under **Policies that**

**attach to the underlying policies**). For stand-alone policies, you must comply with the terms and conditions of your Sasria policy.

### **Pay the premium in advance**

Your Sasria premium is payable in advance per month or per year. If the period of insurance is more than one month, but less than 12 months, the full annual premium will be payable in advance.

If we do not receive your premium by the due date, we will consider this policy to have lapsed at 24:00 (midnight) of the last day of the previous period of insurance, unless you can prove that the failure to pay was an error on the part of our agent or your broker.

### **Take all reasonable precautions**

You must take all reasonable action to prevent loss or damage.

### **Do not withhold information or commit fraud**

It is your responsibility to make sure that you give us all relevant information and that this information is complete, correct, and remains correct. If you withhold any information, or give us false or incorrect information, we may refuse to pay your claim.

We have the right to verify or investigate any information that you submit.

We have the right to reject a claim if you, or any person representing you, commit fraud in terms of this Sasria policy. If we refuse to pay your claim because of fraud or attempted fraud, we will not refund premiums already paid and may start legal proceedings against the defrauding party.

You commit fraud if you, or anyone on your behalf:

- submit a false or dishonest claim under this policy;
- use false or dishonest means or false information to benefit from the cover that we provide; or
- deliberately cause an insured event. For example, if you should deliberately cause a fire or add fuel to it.

## **Compensation**

### **How we compensate you**

If you have a valid claim, we will compensate you for the lost or damaged property by making a payment to you, or by repairing, replacing or reinstating the damaged property.

### **Who gets the compensation?**

If we accept liability, we compensate the policyholder, or his beneficiary in the event of his death, except in the following cases:

1. If the lost or damaged property is still under finance, we will pay the financial institution first.
2. If the lost or damaged property has been sold to you, but the seller still has an insurable interest in the property, we will compensate the seller proportionally if you write to us and request us to do so.

If the compensation that settles the claim is accepted, we will have no further liability regarding the claim.

**Policy limits**

The limits of compensation are detailed in the respective policies.

**Agreed value**

If the property is leased, rented or hired under an agreement that requires the insured to insure the property and/or be responsible for it at an agreed value, the sum insured will be the stipulated agreed value.

**Countries where you are covered**

This policy covers only property situated in the Republic of South Africa or in the territorial waters of South Africa. The 1982 United Nations Convention on the Law of the Sea defines territorial waters as "a belt of coastal waters extending 12 nautical miles (22.2 km) from the baseline (usually the mean low-water mark) into the sea".

Sasria has an agreement with the Namibian special risk insurance association (Nasria). In terms of this agreement, you have Sasria cover in Namibia for a maximum of sixty (60) consecutive days.

**Disputes**

If a dispute arises as to the compensation payable, or the liability of Sasria, we will refer the matter for arbitration in terms of the arbitration laws in force at that time in the Republic of South Africa, at a place that we will determine.

You will not have the right to take legal action against Sasria until the arbiter has made a decision. The decision of the arbiter will be final and binding.

**Amendment**

You, or Sasria, may amend this policy, but no amendment to this policy will be valid unless a director of Sasria has signed the amendment.

# How to claim

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## What to do after an insured event

1. Contact your underlying insurer. The underlying insurer will let you know if you have a special risk claim and will handle the Sasria claim on your behalf.
2. Report the incident to the police within 48 hours and get a case number.
3. Do not make any offer or promise or admit responsibility.
4. Do not leave any damaged property without supervision, if possible.

You must claim, or notify us of the intention to claim, under this policy within thirty (30) days of the date of the insured event.

If we receive your claim or notification more than twelve (12) months after the date of the insured event, we will not consider liability, unless the claim is the subject of pending legal action or if the underlying insurer has not yet completed the final assessment of the loss. It is your responsibility to notify Sasria immediately of a pending legal action or delay in the final assessment.

## Supporting documents

For all claims, we will request supporting documents or information. We will send you a list of all the required documents.

# Motor

Motor is a stand-alone policy with its own terms and conditions. It does not attach to the terms and conditions of the underlying policy.

## Important words and phrases

Word or phrase	Defined meaning
Civil commotion	Large-scale violence by members of the public, causing injury to people or damage to property.
Consequential loss	Loss or damage that is not directly caused by an insured risk, but which is an indirect consequence or result of the insured risk.
Labour disturbance	<p>In the case of Slabbert Burger vs Sasria, disturbance in a labour context was defined as "an overt disturbance of the public peace in defiance of authority, leading to physical damage".</p> <p>Sasria will only consider a claim for loss or damage as a result of a labour disturbance if all four of the following elements are present:</p> <ul style="list-style-type: none"> <li>• A disturbance of the public peace;</li> <li>• Which happens openly, or which is clear upon observing;</li> <li>• In disobedience of authority; and</li> <li>• Which leads to physical loss or damage.</li> </ul>
Lockout	<p>According to section 213 of the Labour Relations Act (66 of 1995), a lockout means "the exclusion by an employer of employees from the employer's workplace, for the purpose of compelling the employees to accept a demand in respect of any matter of mutual interest between employer and employee, whether or not the employer breaches those employees' contracts of employment in the course of or for the purpose of that exclusion".</p> <p>This definition may be amended by South African law from time to time.</p>
Looting	<p>To steal goods, typically during a riot, strike or civil commotion. Looting must take place during an event that Sasria covers.</p> <p>Sasria does not cover theft.</p>
Policyholder	<p>The person(s) or juristic entity in whose name the policy is issued.</p> <p>A policyholder could be:</p> <ul style="list-style-type: none"> <li>• A holding company and all its subsidiaries (as set out in the Companies Act, 61 of 1973); or</li> <li>• A subsidiary of the holding company; or</li> <li>• An entity other than a company; or</li> <li>• A person or persons.</li> </ul>

Public disorder	A riot or other civil commotion that gives rise to a serious risk to public safety, whether at a single location or resulting from a series of incidents in the same or different locations.
Riot	<p>In terms of case law, riot means the tumultuous disturbance of public peace by an assembly of three or more persons acting together in the execution of some private objective.</p> <p>Sasria will only consider a claim for loss or damage as a result of a riot, if all four of the following elements are present:</p> <ul style="list-style-type: none"> <li>• Three or more persons who have assembled with the same objective;</li> <li>• A tumultuous disturbance of the public peace;</li> <li>• Which leads to strife, violence or threats of violence; and</li> <li>• Physical loss or damage.</li> </ul> <p>In terms of this definition, Sasria does not consider the violent acts of three or more people who have different objectives as a riot.</p>
Strike	<p>According to section 213 of the Labour Relations Act (66 of 1995), a strike means "the partial or complete concerted refusal to work, or the retardation or obstruction of work, by persons who are or have been employed by the same employer or by different employers, for the purpose of remedying a grievance or resolving a dispute in respect of any matter of mutual interest between employer and employee, and every reference to 'work' in this definition includes overtime work, whether it is voluntary or compulsory".</p> <p>This definition may be amended by South African law from time to time.</p>
Terrorism	<p>The unlawful use of violence and intimidation, especially against civilians, in the pursuit of political aims.</p> <p>Please note that Sasria cover does not extend beyond the borders of South Africa. In other words, if terrorism happens outside the borders of South Africa, Sasria does not cover that. Furthermore, Sasria does not cover consequential loss emanating from any acts of terrorism.</p>
Total loss	A vehicle is a total loss if the cost to repair the damage to the vehicle exceeds 70% of the retail value of vehicle.

## WHO do we cover?

The Motor policy covers the policyholder and any insured entity or person named in the schedule.

## Vehicles categories

Sasria covers any vehicle of the categories listed below, including accessories and spare parts fitted onto the vehicle.

### Motor category 1 (M1)

- Motor cars (business and private use only, not used for the conveyance of goods for trade purposes)



The term "motor cars" includes cars, SUVs, micro-buses, station wagons, safari vans, motorised caravans, minibuses, minivans and domestic trailers and caravans.

- Motor cycles (business and private use only, not used for the conveyance of goods for trade purposes)

Motorcycles, 3-wheeled vehicles, motorised wheel chairs, auto cycles, motor scooters, e-bikes, mechanically-assisted pedal cycles and unipeds.

- Light delivery vehicles (LDVs) (private use only)

The vehicle must be insured in the name of an individual and used solely for private purposes.

We cover a farmer's fleet of LDVs, provided that the vehicles are used for private purposes only, and each vehicle is listed on the schedule of the underlying motor policy.

The underlying policy must be endorsed as follows:

'It is warranted that the vehicle insured herein is used purely for private and domestic use and not used for the conveyance of goods for trade purposes.'

### **Motor category 2 (M2)**

- Motor cars (used for the conveyance of goods for trade purposes)

The term "motor cars" include cars, LDVs, micro-buses, station wagons, safari vans, motorised caravans, minibuses, minivans, caravans and domestic trailers, where such vehicles are used for the conveyance of goods for trade purposes.

- Motor cycles (used for the conveyance of goods for trade purposes)

Motorcycles, 3-wheeled vehicles, motorised wheel chairs, auto cycles, motor scooters, e-bikes, mechanically-assisted pedal cycles and unipeds, where such vehicles are used for the conveyance of goods for trade purposes.

- Non-registered types

Non-registered vehicles may be insured under the Motor section. These vehicles are described as manually assisted vehicles, such as, but not limited to, lawnmowers, golf carts, forklifts, goods-carrying trolleys, tractors with or without lifting apparatus, road rollers, quad bikes, tractors used for maintenance of recreational grounds, sprayers (disinfectant, sanitary and tar), water carts, road graders, scarifiers, sweepers, tower wagons and compressors.

### **Motor category 3 (M3)**

- Minibus

A motor vehicle designed or adapted for the conveyance of more than nine, but not more than 16 persons, including the driver.

- Midibus

A motor vehicle designed or adapted for the conveyance of more than 16, but not more than 35 persons, including the driver.

**Motor category 4 (M4)**

- Motor vehicles insured under an underlying Motor Trader policy and owned by, or in the custody or control of, a motor dealer, a panel beater, or the like.

**Motor category 5 (M5)**

- Buses

A bus means any vehicle designed or adapted for the conveyance of more than 35 persons, including the driver.

**Motor category 6 (M6)**

- Registered mobile plant

A vehicle designed to be used on a construction site and registered to be driven on a public road.

**Motor category 7 (M7)**

- Bus Rapid Transit system

A bus authorised to operate along a rapid transport lane in a bus rapid transport system, and which has a regulated floor height and door configuration designed to facilitate speedy access of passengers to and from dedicated boarding facilities.

**Motor category 8 (M8)**

A commercial vehicle with a gross vehicle mass of 3500kg and above, used for the conveyance of goods for trade purposes.

## Relationship between vehicle and the policyholder

For Sasria to cover loss or damage to a vehicle, the vehicle must be:

- Owned by the policyholder or an insured entity or person; or
- Leased by the policyholder or an insured entity or person; or
- A replacement vehicle that the policyholder or an insured entity or person is using while their own vehicle is with a service provider for a service, repairs or an overhaul.

## What we cover

Sasria will compensate you for the loss of, or damage to, a vehicle insured in the underlying policy, if that loss or damage is directly related to, or caused by:

1. Any riot, strike or public disorder or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
2. Any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
3. 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;

4. Any attempt to perform any act referred to in clauses 1, 2 and 3 above;
5. The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clauses 1, 2, 3 or 4 above;
6. Looting committed as part of the acts described in 1, 2, 3, 4 or 5 above.

## What we DON'T cover

Sasria does not compensate you for:

1. Any form of consequential or indirect loss or damage, depreciation of any nature, wear and tear, and any form of mechanical or electrical failure or breakdown;
2. Consequential loss or damage resulting from stopping work, totally or partially, or from delaying, interrupting or stopping any process or operation;
3. Loss or damage resulting from a lawful authority confiscating, commandeering or requisitioning insured property, permanently or temporarily, or any attempt to do so;
4. Loss or damage, in any way caused by, or contributed to, an act of terrorism that uses, or threatens to use, any nuclear weapon or device, or any chemical or biological agent;
5. Loss or damage, in any way caused by, or contributed to, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, 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 a state of siege;
6. Any attempt to perform any act referred to in clauses 4 and 5 above;
7. The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clause 4 and 5 above;
8. Loss or damage caused directly or indirectly by, or through, or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in South African territory to which this policy applies;
9. Loss or damage for which you are liable in terms of a contract, unless you would have been liable for the damage in the absence of the contract;
10. Loss or damage caused directly or indirectly by a nuclear event. A nuclear event is an incident or accident involving the release of radioactive material with negative health and environmental effects.

If we reject a claim by reason of exclusion 5 or 8, you will have to prove that the loss or damage was not related to exclusion 5 or 8.

## Conditions

1. If an insured vehicle is a total loss, the policy will end from the date of such total loss and no refund of the premium will be payable to the policyholder.
2. If an insured vehicle is used to convey goods for trade purposes at the time of the loss or damage, and it is not insured in the correct Motor category, we will not be liable for such loss or damage to the vehicle.
3. You may cancel your Sasria Motor policy at any time, but no pro-rata refund of the premium will be payable if you were paying the minimum premium.
4. At the end of each period of insurance, you must declare all fleet vehicles insured under this policy so that Sasria can make a premium adjustment. You must give us the declaration within 45 days of the end of each period of insurance. We will refund you 50% of the premium or require you to pay the additional premium, as applicable.
5. You must provide your broker with a list of all vehicles insured under this policy as and when we request it.
6. If Sasria accepts liability for a claim under this policy, we extend cover to include damage to a third-party vehicle that is not insured with Sasria, but only if the incident took place while the third-party vehicle was driven on a public road.

## Compensation

There is no excess payable if you claim under your Sasria Motor policy.

### **In the event of a total loss:**

1. If an insured vehicle is less than 12 (twelve) months old, from the date of first registration, and the vehicle has travelled less than 2500km per month on average since the date of first registration, Sasria agrees to bear the costs of replacing the vehicle with a new vehicle of the same make and model (subject to the availability thereof). This applies only to vehicles not exceeding 3500kg gross vehicle mass.
2. For vehicles not meeting the condition in 1., the maximum compensation will be the lesser of the retail value (as reflected in the latest TransUnion Auto Dealer Digest) or the agreed value stated on the Sasria policy schedule.

### **Accessories or spare parts:**

If any spare part or accessory required for the repair of a vehicle is no longer available in South Africa, we will pay you a sum equal to the value of the spare part or accessory at the time of the loss or damage. However, the compensation will not exceed the manufacturer's last listed price when the spare part or accessory was still available in the Republic of South Africa.

### **Towing and storage costs:**

If the insured vehicle is involved in an incident that Sasria covers, you must arrange towing and storage with the underlying insurer's authorised service provider. If Sasria accepts liability for the claim, we will refund the underlying insurer. We will also pay the reasonable cost to deliver the vehicle to your address in South Africa after repairs.





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