

# VAPS HCV POLICY WORDING

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**2018**

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 **VAPS**HCV  
INSURANCE UNDERWRITERS

## ▼ PREAMBLE

Whereas the Insured named in the Schedule has by a signed proposal and declaration, which the Insured has agreed shall be the basis of this Contract, and in consideration of and conditional upon receipt of the premium on the due date, the Insurer, Renasa Insurance Company Limited, represented by VAPS Insurance Underwriters, agrees to indemnify the Insured against the defined events occurring during the period of insurance by way of replacement, reinstatement or repair, up to the stated Sum Insured and limits of Indemnity, subject to the Terms, Conditions, and Exceptions as contained in this policy wording.

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Underwritten by Renasa Insurance Company Limited



# 1 DEFINITIONS

This section deals with the definitions of terms used in your VAPS HCV Policy.

## 1.1 You / Your / The Insured

The Insured specified in the Schedule including their legal representatives, the directors of a limited liability company or the members of a Close Corporation.

## 1.2 The Insurer

The Insurer, as stated in the Schedule.

## 1.3 SASRIA

SASRIA Limited Registration Number 1979/000287/06, the designated supplier of special risks insurance within the Republic of South Africa as detailed in Section 6.

## 1.4 Intermediary

Your agent or broker who introduced you to and arranged for the issuing of your VAPS HCV Policy.

## 1.5 Conditions

The conditions, exceptions, schedules and endorsements of your VAPS HCV Policy.

## 1.6 Excess

The first amount payable by you. The excess schedule as attached to your policy specifies the amounts payable by you in the event of a claim. In some instances, the excesses will be deducted from the settlement of a claim by the Insurer. Where a claim is paid in advance of you having paid the excess, you will be required to refund the excess immediately.

## 1.7 Meaning of Words

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

## 1.8 Occurrence

Refers to an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by your VAPS HCV Policy.

## 1.9 Period of Insurance

The period of insurance as detailed in the Policy.

## 1.10 Restricted Cover – Third Party Fire and Theft (TPFT)

If the cover stated in the Schedule is Third Party Fire and Theft (TPFT), cover under Sections 2, 3 and 4 is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion, theft, hijacking or attempted theft or hijacking.

## 1.11 Restricted Cover – Third Party Only

If the cover stated in the Schedule is Third Party Only (TPO), cover under Sections 2, 3 and 4 is cancelled.

## 1.12 Restricted Cover – On Site Cover Only

If cover is reflected as on site cover only, cover is comprehensive for Sections 2, 3 and 4, but is restricted to the risk premises, as stated on the policy schedule only.

## 1.13 SAIA

The South African Insurance Association.

## 1.14 Territorial limits

Republic of South Africa, Namibia, Botswana, Swaziland, Zimbabwe, Lesotho, Malawi, Mozambique and Zambia and other territories as may be agreed with the Reinsurers from time to time.

## 1.15 Total Loss

A vehicle becomes a total loss when the vehicle is stolen and not recovered or where the cost of repairing the vehicle is not economically viable in relation to its market value.

## 1.16 Tracking System

An Insurer-approved tracking and recovery system for vehicles.

## 1.17 VAPS Goods in Transit Section 5 only

This section covers accidental damage to or loss of goods not otherwise excluded in clauses 5.10 to 5.25 in terms of the following types of cover:

1.17.1 (A) Comprehensive - All Risks

1.17.2 (B) Restricted - Fire, collision and overturning including theft and hijack

1.17.3 (C) Limited - Fire, collision and overturning including theft following fire, collision & overturning

1.17.4 (D) Basic - Fire, collision and overturning only

## 1.18 Vehicle value

1.18.1 Section 2 VAPS HCV

1.18.1.1 The reasonable market value shall mean the average between the retail and trade-in values, including VAT, as noted in trade publications for the month and year in which the loss took place.

1.18.1.2 Retail value shall mean the prescribed value noted in the trade publications for the month and year in which the loss took place.

1.18.1.3 Agreed value (if stated in the schedule to be included) shall mean in the event of a hijack or theft or a constructive total

loss as determined by the Company, the Company will calculate settlement based on the Agreed value of the insured vehicle at the time of the loss.

**Provided That:**

- (i) The Agreed value must be revised by the Insured and agreed thereto by the Company on each annual anniversary date of the policy. In the event that the insured fails to do so, the Company will apply the Retail value as basis of settlement.
- (ii) The Agreed value is inclusive of all extras fitted to the insured vehicle.
- (iii) Cancellation and subsequent reinstatement of the policy will require new Agreed values to be submitted and accepted by the Company.
- (iv) The Agreed value cannot exceed the Retail value plus a maximum of 30%, or a maximum of 40% if the Insured at his own cost can secure an independent Valuer's valuation, calculated at date of inception or annual anniversary review.

**1.18.2 Section 4 VAPS BUS**

The reasonable market value shall mean the average between the retail and trade-in values, including VAT, as noted in trade publications for the month and year in which the loss took place.

**1.19 Vehicles**

**Section 2 VAPS HCV Own Damage**

Goods carrying vehicles over 3,500 kg (three thousand five hundred kilograms) Gross Vehicle Mass (GVM)

- 1.19.1 Medium Commercial Vehicle – A goods carrying vehicle exceeding 3,500 kg (three thousand five hundred kilograms) GVM, but not exceeding 7,500 kg (seven thousand five hundred kilograms) GVM;
- 1.19.2 Heavy Commercial Vehicle - A goods carrying vehicle exceeding 7,500 kg (seven thousand five hundred kilograms) GVM;
- 1.19.3 Special Types – Self-propelled Forklifts, Road Construction Vehicles, Cranes, Construction vehicles with plant permanently attached and agricultural vehicles licensed for road use; and
- 1.19.4 Trailers – A non-self-propelled goods carrying vehicle designed to be drawn by any vehicle described above;

**Section 3 VAPS LDV & PMV Own Damage**

- 1.19.5 Cars – Private Motor Cars including station wagons, multi-purpose vehicles, sports utility vehicles and the like or similar vehicles designed to seat not more than 12 (twelve) persons including the driver;

- 1.19.6 LDV's – Light Goods Carrying Vehicles not exceeding 3,500 kg (three thousand five hundred kilograms) GVM; and

- 1.19.7 Trailers and non-self-propelled goods carrying vehicle not exceeding 750 kg (seven hundred and fifty kilograms) GVM designed to be drawn by any vehicle described in 1.19.1, 1.19.2, 1.19.5 and 1.19.6.

**Section 4 VAPS Bus Own Damage**

- 1.19.8 Bus – a passenger carrying vehicle having more than 16 (sixteen) seats including the driver's seat;
- 1.19.9 Trailer – a non-self-propelled goods carrying vehicle drawn by the above.

**1.20 VSS grading**

A system of grading security devices installed by the vehicle manufacturer and applied by SAIA.

## 2 VAPS HCV - OWN DAMAGE

### What is covered:

#### 2.1 Accidental Damage or Loss

Accidental damage or loss, within the territorial limits, of any vehicle defined in 1.19.1 to 1.19.4 and described in the Schedule, including its accessories and spare parts whilst fitted thereon, and fleet management and tracking systems permanently fitted to the vehicle, up to the maximum limit of indemnity specified in the Schedule. Audio communication equipment is covered if specified in the Schedule, to the limit specified in the Schedule.

#### 2.2 Fire Extinguishing Charges

Fire extinguishing charges up to R5,000 (five thousand Rand) subject to the insured vehicle having been in danger as a result of the fire. This includes costs for any legal liability attaching thereto.

#### 2.3 Towing and Recovery cost of Vehicle

The reasonable costs up to a maximum of R 30 000 for: The recovery, protection and removal of the vehicle to the nearest approved repair facility and subsequent delivery to the Insured's permanent address within the Republic of South Africa.

Provided that the Insured only uses VAPS's accredited panel of Towing Service Providers, but if he fails to do so the Insurer will only pay the rate which its own Service Providers would have charged

#### 2.4 Removal of Wreckage

The reasonable costs of removal of the wreckage and debris of the vehicle following an accident up to a maximum of R 25 000.

#### 2.5 Replacing Locks, Keys and Remotes

The cost of replacing locks, keys, an alarm remote control, and the reprogramming of any coded alarm system of the vehicle, if the key or alarm remote control has disappeared or there is reason to assume that an unauthorized person may be in possession of these or duplicates thereof. Compensation is limited to R25,000 (twenty five thousand five hundred Rand) and subject to a 10% of claim minimum R500 (three hundred and fifty Rand) excess.

#### 2.6 Temporary Repairs

The cost of temporary repairs up to R 15 000 authorized by you to a vehicle damaged outside the Republic of south Africa, to enable the vehicle to be driven back to the Republic of South Africa.

#### 2.7 Personal Accident Cover

2.7.1 The Insurer will pay the Insured or his driver a maximum amount of R10,000 (ten thousand Rand) following death or total permanent disability caused by accidental, violent, external and visible means.

#### 2.7.2 Definitions:

Total permanent disability shall mean:

- 2.7.2.1 loss by physical separation at or above the wrist or ankle or one or more limbs;
- 2.7.2.2 permanent and total loss of whole eye or sight of eye;
- 2.7.2.3 permanent and total loss of hearing or loss of both ears;
- 2.7.2.4 permanent and total loss of speech;
- 2.7.2.5 injuries resulting in permanent incapacity from following usual occupation or any other occupation for which such person is fitted by knowledge or training.

#### 2.7.3 Memoranda

- 2.7.3.1 Where the injury is not specified, the company will pay such sum as, in their opinion, is consistent with the above provisions;
- 2.7.3.2 permanent total loss or use of part of the body shall be treated as loss of such part;
- 2.7.3.3 100 percent shall be the maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of any one such person.

#### 2.7.4 Business limitation (if stated in the Schedule to be applicable)

This section applies only in respect of accidental bodily injury to such person arising from and in the course of his employment in the business.

#### 2.7.5 Limit of benefits

In the event of death or permanent total disability in course and scope of the Insured's and/or driver's employment, a maximum amount of R10,000 (ten thousand Rand) will be paid to the Insured or the driver or his estate.

#### 2.7.6 Specific Conditions

- 2.7.6.1 After suffering accidental bodily injury for which compensation may be payable under this section, such person shall, when reasonably required by the Insurer so to do, submit to a medical examination and undergo any treatment specified. The Insurer shall not be liable to make any payment unless this condition is complied with to its satisfaction.
- 2.7.6.2 In the event of death, the estate of the Insured and/or his driver will be compensated once a death certificate has been issued and a copy is provided to the Insurer.

### 2.7.7 Specific Exclusions

The company shall not be liable to pay compensation for death or disability in respect of such person:

- 2.7.7.1 while he is travelling by air other than as a passenger and not as a member of the crew for the purpose of any trade or technical operation therein or thereon;
- 2.7.7.2 by his suicide or intentional self-injury;
- 2.7.7.3 caused solely by an existing physical defect or other infirmity of such person;
- 2.7.7.4 as a result of the influence of alcohol, drugs or narcotics upon such person unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself);
- 2.7.7.5 as a result of his participation in any riot or civil commotion;
- 2.7.7.6 in the case of females, directly or indirectly resulting from or prolonged or accelerated by or attributable to pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any sequelae thereof;
- 2.7.7.7 while he is, or as a result of his, engaging in:
  - (a) motor cycling (whether as a driver or passenger) other than on the business of the Insured;
  - (b) racing of any kind involving the use of any power driven
    - i) vehicle
    - ii) vessel
    - iii) craft
  - (c) mountaineering necessitating the use of ropes, winter sports involving snow or ice, polo on horseback, steeple chasing, professional football or hang-gliding
- 2.7.7.8 this section does not cover death or injury directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

### 2.8 Loss of use (if stated in the schedule to be included)

In the event of the occurrence of a loss as defined under Section 2 of the underlying policy, resulting in the Insured being deprived of the use of the insured vehicle, the Company will pay to the insured the weekly benefit stated in the schedule, for each week normally worked by the insured, and for which the insured is deprived of the use of the insured vehicle, commencing from the date of the written notification of the claim to the Company. Should the insured

delay the submission of claim documents, or in any other way delay the normal claims handling process, the Company will reserve the right to review the commencement date of this benefit.

#### Provided that:

- i. The Company shall not be liable for the Excess Period stated in the schedule.
- ii. The maximum amount payable by the Company shall not exceed the Sum Insured stated in the schedule.
- iii. All benefit under this section shall cease on the day that the repairs are completed. In the event of any dispute as to the completion of the repairs, the company reserves the right to appoint an independent assessor, whose ruling in this regard will be binding on both parties.
- iv. In the event that a vehicle has been declared a total loss, or has been stolen or hijacked and not recovered, then cover will cease on the date on which the original agreement of loss is tendered. The maximum period of cover is as stated on the schedule, but shall not exceed 6 weeks from date of loss for total loss settlements.

### 2.9 Communication Devices All Risks Cover (if stated in the schedule to be included)

The Company will indemnify the insured by payment, replacement or replacement up to the maximum amount shown in the schedule, less any excess payable, for loss of or damages to:

- i. Communication Devices and Equipment fitted to the insured vehicle.
- ii. Any Tracking Device or Vehicle Management system fitted to the insured vehicle.
- iii. Any cell phone carried by the driver employed by the insured whilst such driver is in charge of the insured vehicle.

The Company will not be liable under this extension for:

- a) Loss or damage recoverable in terms of any other insurance policy providing cover for the insured items.
- b) Any pre-existing damage or defects.
- c) Theft from any unattended insured vehicle, unless the insured vehicle has been involved in a road accident or sustained a breakdown and, due to circumstances beyond the control of the Driver or crew, the insured vehicle is of necessity left unprotected.
- d) Loss or damage whilst the insured vehicle or the insured property is undergoing a process of cleaning, repair, alteration or restoration.
- e) Loss or damaged caused by inherent vice or defect, vermin, insects, damp, mildew, rust or ingress of water.



- f) Malicious damage by any principal, partner, director or employee of the insured.
- g) Detention, confiscation or requisition by any customs, military or police officials.
- h) Wear and tear or gradual deterioration.
- i) Mechanical, electronic or electrical breakdown, failure, breakage or derangement unless caused by any accident or misfortune which is not excluded under this policy.

The basis on which the Company will calculate the indemnity under this extension, which will always be limited in total to the amounts reflected in the Schedule, will be as follows:

- i. The replacement of the insured item by a similar item in a similar condition; or
- ii. The repair of the insured items to a condition substantially the same; whichever the lesser amount.

Provided that, if, at the time of the loss, the sum representing the cost which would have been incurred in replacement if the whole of the property had been lost, destroyed or damaged beyond repair, exceeds the sum insured thereon, then average shall apply, and the insured shall be considered as being their own insurer for the difference, and the insured will bear a ratable proportion of the loss accordingly.

#### **2.10 Own Damage Excess Reducer (if stated in the schedule to be included)**

In the event of the occurrence of a loss as defined under Sub Section 2 of this policy, other than theft or hijack, windscreen or glass damage, the Company will pay to the insured the amount of the Excess paid or payable by the insured in respect of such loss for any insured vehicle described in the schedule.

Provided that:

- i. The Company has accepted liability under Sub Section 2 of this policy.
- ii. The Company shall not be liable for the amount stated in the schedule as the Inner Excess payable under this extension.
- iii. The maximum amount payable by the Company shall not exceed the Sum Insured stated in the schedule.

#### **2.11 Theft or Hijack Excess Reducer (if stated in the schedule to be included)**

- (a) In the event of the occurrence of a loss as defined under Sub Section 2 of the policy arising out of the Theft of an entire vehicle or theft of tyres and accessories, the Company will pay to the insured the amount of the Excess paid or payable by the insured in respect of such loss for

any vehicle described in the schedule.

**Provided that:**

- i. Payment has been made under Section 2 of this policy.
- ii. The Company shall not be liable for the Inner Excess stated under this extension in the schedule.
- iii. The maximum amount payable by the Company shall not exceed the Sum Insured stated in the schedule.
- iv. No amount shall be payable to the insured until the expiry of a period of four consecutive weeks from the date of the loss in the event of a theft or hijack of the entire vehicle.
- v. In the event of the vehicle being recovered after any payment is made to the insured in terms of this extension, the Company shall be entitled to a ratable proportion of the salvage.
- (b) In the event theft of tyres, wheels, rims, communication, security and/or vehicle management equipment when the entire vehicle is not stolen or hijacked in the same incident, the Company will pay to the insured the costs incurred to replace such items.

Provided that:

- i. The excess payable is R5,000 per occurrence.
- ii. Exception (2.19) of Sub Section 2 loss or damage is deleted.

#### **2.12 Third Party Excess Reducer (if stated in the schedule to be included)**

In the event of the occurrence of a loss as defined under Sub Section 2 of this policy, other than theft or hijack, Own Damage, windscreen or glass damage, the Company will pay the Third Party Liability excess which is payable in terms of your Underlying Policy limited to the maximum Sum Insured stated in this Policy Schedule. A liability event is defined as any accident caused by or through or in connection with any vehicle described in the Policy Schedule or in connection with the loading and/or unloading of such vehicle in respect of which the Insured and/or any passenger becomes legally liable to pay.

**Provided that:**

- i. The Company has accepted liability under Sub Section 2 of this policy.
- ii. The Company shall not be liable for the amount stated in the schedule as the Inner Excess payable under this extension.
- iii. The maximum amount payable by the Company shall not exceed the Sum Insured stated in the schedule.



### 2.13 Cross Border Towing & Recovery (if stated in the schedule to be included)

Where the insured vehicle is involved in an accident outside the borders of the RSA and sustains damage which is insured under Sub Section 2 of the policy and which renders it undriveable, the company will pay the actual costs of recovery and towing which have been incurred to repatriate the insured vehicle to the RSA , provided that the indemnity afforded by this section does not exceed R50,000, and provided that the cover under this section only pays for the costs incurred in getting the insured vehicle to the South African side of the border. Once the insured vehicle is on the South African side of the border all cover under this section ceases.

#### Provided that:

- i. The Company has accepted liability under Sub Section 2 of this policy.
- ii. The Company shall not be liable for the amount stated in the schedule as the Inner Excess payable under this extension.
- iii. The maximum amount payable by the Company shall not exceed the Sum Insured stated in the schedule.
- iv. The company shall not be liable to pay for the cost of any damages which may occur to the vehicle during the course of repatriation to the South African side of the border and/or the cost of any duties payable to the authorities.

#### What is excluded:

### 2.14 Confiscation

Any loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

### 2.15 Consequential Loss

Any consequential or indirect loss or damage of any kind or description.

### 2.16 Damage to Springs

Damage to springs or shock absorbers due to impact with inequalities of any surface.

### 2.17 Damage to Tyres

Damage to tyres by application of brakes or puncture, cuts or bursts.

### 2.18 Depreciation

Depreciation of any nature which shall also mean diminution in value of the vehicle howsoever arising consequent upon the vehicle having sustained damage and continuing after the repair of such damage.

### 2.19 Excesses

The excesses as stated in the Schedule.

### 2.20 General Exceptions

Any loss or damage related to or caused by an occurrence referred to in the General Exceptions.

### 2.21 Riot and Strike

Loss or damage occurring within the Republic of South Africa or Namibia caused by or as a result of civil commotion, labour disturbances, riot, strike or lockout, the act of any lawfully constituted authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to above.

### 2.22 Subsequent Damage

Any subsequent damage if the vehicle is used after an accident before necessary repairs have been carried out.

### 2.23 Theft (not applicable to SASRIA)

Loss or damage following theft of any vehicle specified in the Schedule with an insured value in excess of R200,000 (two hundred thousand Rand), unless the vehicle is fitted with an Insurer-approved tracking and recovery system and proof of installation has been supplied to the Insurer

Loss or damage following theft of any vehicle specified in the Schedule with an insured value less than R200,000 (two hundred thousand Rand), unless the vehicle is fitted with an Insurer-approved immobiliser

### 2.24 Theft of Audio Installations (not applicable to SASRIA)

The Insurers shall not be liable for loss of or damage to the audio, communications, fleet management and tracking installation whilst the vehicle is parked overnight except in the course of a journey, unless:

- 2.24.1 the vehicle is locked, is contained in a securely locked building or is in a securely fenced area behind locked gates; and
- 2.24.2 the loss or damage is accompanied by forcible and violent entry.

### 2.25 Total loss outside the Republic of South Africa (not applicable to SASRIA)

If following an accident, the insured vehicle is not returned to the Republic of South Africa and is declared a total loss outside the Republic of South Africa, the Insurers will settle the claim for the lesser of the market value or the limit of indemnity. Both the excess and the value of the salvage will be subtracted from the final settlement. In such circumstances the salvage will belong to the Insured.

### 2.26 Wear and Tear

Wear, tear, mechanical, electronic or electrical breakdown, failure or breakage.

## What is covered:

### 3.1 Accidental Damage or Loss

Accidental damage or loss, within the territorial limits, of any vehicle defined in 1.19.5 to 1.19.7 and described in the Schedule, including its accessories and spare parts whilst fitted thereon, and fleet management and tracking systems permanently fitted to the vehicle, up to the maximum limit of indemnity specified in the Schedule. Audio communication equipment is covered if specified in the Schedule, to the limit specified in the Schedule.

### 3.2 Car Hire (Cars and LDV's only)

Where the insured vehicle is stolen, hijacked or deemed to be a total loss, the Insurers will pay for the hire of a replacement vehicle as stipulated in the schedule, under the following conditions.

- 3.2.1 the hire period will terminate on the day following recovery, repossession or settlement of the claim by way of cash for total loss or cash in lieu of repairs, or 30 (Thirty) days, whichever is the shorter;
- 3.2.2 all fuels and lubricants will be your responsibility.

### 3.3 Fire Extinguishing Charges

Fire extinguishing charges up to R5,000 (five thousand Rand) subject to the insured vehicle having been in danger as a result of a fire and legal liability attaching to you for such costs.

### 3.4 Medical Expenses

Following an accident or hi-jacking of the vehicle, the Insurers will pay up to R5,000 (five thousand Rand) for medical treatment for injured persons who were travelling in the enclosed passenger compartment of the vehicle.

Provided that:

- 3.4.1 medical expenses are deemed to include emergency transportation to a medical facility;
- 3.4.2 the Insurers will be liable up to a maximum of R5,000 (five thousand Rand) per person and R20,000 (twenty thousand Rand) per occurrence;
- 3.4.3 any amounts payable under any legislation that provided for occupational injuries and diseases are excluded; and
- 3.4.4 any amounts recoverable under a more specific insurance policy are excluded.

### 3.5 Protection and Removal of Vehicle

The reasonable costs up to R 20 000 for the recovery, protection and removal of the vehicle to the nearest approved repair facility and subsequent delivery to the Insured's permanent address within the Republic of South Africa.

### 3.6 Removal of Wreckage

The reasonable costs of removal of the wreckage and debris of the vehicle following an accident up to R 30 000.

### 3.7 Replacement as New

Where the Insurers deem the vehicle to be a total loss and the vehicle has been purchased as new within 12 (twelve) months of the date of the occurrence, the Insurers will pay the manufacturer's retail list price less available fleet or other discounts as at the date of the occurrence.

- 3.7.1 Subject to the vehicle having covered less than 30,000 km (thirty thousand kilometres) from new; and
- 3.7.2 the Insurer's liability under this extension shall not exceed an additional 15% (fifteen percent) of the sum insured of the vehicle as specified in the Schedule.

### 3.8 Replacing Locks, Keys and Remotes

The cost of replacing locks, keys, an alarm remote control, and the reprogramming of any coded alarm system of the vehicle, if the key or alarm remote control has disappeared or there is reason to assume that an unauthorized person may be in possession of these or duplicates thereof. Compensation is limited to R6,500 (six thousand five hundred Rand) and subject to a R350 (three hundred and fifty Rand) excess.

### 3.9 Temporary Repairs

The cost of temporary repairs up to R 15 000 authorized by you to a vehicle damaged outside the Republic of South Africa, to enable the vehicle to be driven back to the Republic of South Africa.

### 3.10 Own Damage Excess Reducer (if stated in the schedule to be included)

In the event of the occurrence of a loss as defined under Sub Section 2 of this policy, other than theft or hijack, windscreen or glass damage, the Company will pay to the insured the amount of the Excess paid or payable by the insured in respect of such loss for any insured vehicle described in the schedule.

Provided that:

- i. The Company has accepted liability under Sub Section 2 of this policy.
- ii. The Company shall not be liable for the amount stated in the schedule as the excess payable under this extension.
- iii. The maximum amount payable by the Company shall not exceed the Sum Insured stated in the schedule.

### 3.11 Theft or Hijack Excess Reducer (if stated in the schedule to be included)

In the event of the occurrence of a loss as defined under Sub Section 2 of the policy arising out of the Theft of an entire vehicle or theft of tyres and accessories, the Company will pay to the insured the amount of the Excess paid or payable by the insured in respect of such loss for any vehicle described in the schedule.

#### Provided that: (a)

- i. Payment has been made under Section 2 of this policy.
- ii. The Company shall not be liable for the Excess stated under this extension in the schedule.
- iii. The maximum amount payable by the Company shall not exceed the Sum Insured stated in the schedule.
- iv. No amount shall be payable to the insured until the expiry of a period of four consecutive weeks from the date of the loss in the event of a theft or hijack of the entire vehicle. In the event of the vehicle being recovered after any payment is made to the insured in terms of this extension, the Company shall be entitled to a ratable proportion of the salvage.

(b) In the event of tyres, wheels, rims, communication, security and/or vehicle management equipment when the vehicle is not stolen or hijacked in the same incident, the Company will pay to the insured the costs incurred to replace such items.

#### Provided that:

- i. The maximum indemnity for this cover is R40,000 per occurrence.
- ii. The excess payable is R5,000 per occurrence.
- iii. The basis of indemnity for any claim for tyres, wheels and/or rims will be 75% of the replacement cost for such items at the time of the loss.
- iv. Exception (2.19) of Sub Section 2 loss or damage is deleted.

### What is excluded:

#### 3.12 Confiscation

Any loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

#### 3.13 Consequential Loss

Any consequential or indirect loss or damage of any kind or description.

#### 3.14 Damage to Springs

Damage to springs or shock absorbers due to impact with inequalities of any surface.

#### 3.15 Damage to Tyres

Damage to tyres by application of brakes or puncture, cuts or bursts.

#### 3.16 Depreciation

Depreciation of any nature which shall also mean diminution in value of the vehicle howsoever arising consequent upon the vehicle having sustained damage and continuing after the repair of such damage.

#### 3.17 Excesses

The excesses as stated in the Schedule.

#### 3.18 General Exceptions

Any loss or damage related to or caused by an occurrence referred to in the General Exceptions.

#### 3.19 Riot and Strike

Loss or damage occurring within the Republic of South Africa or Namibia caused by or as a result of civil commotion, labour disturbances, riot, strike or lockout, the act of any lawfully constituted authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to above.

#### 3.20 Subsequent Damage

Any subsequent damage if the vehicle is used after an accident before necessary repairs have been carried out.

#### 3.21 Theft (not applicable to SASRIA)

Loss or damage following theft of any vehicle specified in the Schedule with an insured value in excess of R200,000 (two hundred thousand Rand), unless the vehicle is fitted with an Insurer-approved tracking and recovery system and proof of installation has been supplied to the Insurer.

Loss or damage following theft of any vehicle specified in the Schedule with an insured value less than R200,000 (two hundred thousand Rand), unless the vehicle is fitted with an Insurer-approved immobiliser.

#### 3.22 Theft of Audio Installations (not applicable to SASRIA)

The Insurers shall not be liable for loss of or damage to the audio, communications, fleet management and tracking installation whilst the vehicle is parked overnight except in the course of a journey, unless:

- 3.22.1 the vehicle is locked, is contained in a securely locked building or is in a securely fenced area behind locked gates; and
- 3.22.2 the loss or damage is accompanied by forcible and violent entry.

#### 3.23 Total Loss outside the Republic of South Africa (not applicable to SASRIA)

If following an accident, the insured vehicle is not returned to the Republic of South Africa and is

declared a total loss outside the Republic of South Africa, the Insurers will settle the claim for the lesser of the market value or the limit of indemnity. Both the excess and the value of the salvage will be subtracted from the final settlement. In such circumstances the salvage will belong to the Insured.

### **3.24 Wear and Tear**

Wear, tear, mechanical, electronic or electrical breakdown, failure or breakage.

**What is covered:****4.1 Accidental Damage or Loss**

Accidental damage or loss, within the territorial limits, of any vehicle defined in 1.19.1 to 1.19.4 and described in the Schedule, including its accessories and spare parts whilst fitted thereon, and fleet management and tracking systems permanently fitted to the vehicle, up to the maximum limit of indemnity specified in the Schedule. Audio communication equipment is covered if specified in the Schedule, to the limit specified in the Schedule.

**4.2 Fire Extinguishing Charges**

Fire extinguishing charges up to R5,000 (five thousand Rand) subject to the insured vehicle having been in danger as a result of a fire and legal liability attaching to you for such costs.

**4.3 Protection and Removal of Vehicle**

The reasonable costs up to the amount R 30 000 for the recovery, protection and removal of the vehicle to the nearest approved repair facility and subsequent delivery to the Insured's permanent address within the Republic of South Africa.

**4.4 Removal of Wreckage**

The reasonable costs of removal of the wreckage and debris of the vehicle following an accident up to an amount of R25 000.

**4.5 Replacing Locks, Keys and Remotes**

The cost of replacing locks, keys, an alarm remote control, and the reprogramming of any coded alarm system of the vehicle, if the key or alarm remote control has disappeared or there is reason to assume that an unauthorized person may be in possession of these or duplicates thereof. Compensation is limited to R6,500 (six thousand five hundred Rand) and subject to a R350 (three hundred and fifty Rand) excess.

**4.6 Temporary Repairs**

The cost of temporary repairs up to an amount of R15 000 authorized by you to a vehicle damaged outside the Republic of South Africa, to enable the vehicle to be driven back to the Republic of South Africa.

**4.7 Own Damage Excess Reducer (if stated in the schedule to be included)**

In the event of the occurrence of a loss as defined under Sub Section 2 of this policy, other than theft or hijack, windscreen or glass damage, the Company will pay to the insured the amount of the Excess paid or payable by the insured in respect of such loss for any insured vehicle described in the schedule.

Provided that:

- i. The Company has accepted liability under Sub Section 2 of this policy.
- ii. The Company shall not be liable for the amount stated in the schedule as the excess payable under this extension.
- iii. The maximum amount payable by the Company shall not exceed the Sum Insured stated in the schedule.

**4.8 Theft or Hijack Excess Reducer (if stated in the schedule to be included)**

(a) In the event of the occurrence of a loss as defined under Sub Section 2 of the policy arising out of the Theft of an entire vehicle or theft of tyres and accessories, the Company will pay to the insured the amount of the Excess paid or payable by the insured in respect of such loss for any vehicle described in the schedule.

Provided that:

- i. Payment has been made under Section 2 of this policy.
- ii. The Company shall not be liable for the Excess stated under this extension in the schedule.
- iii. The maximum amount payable by the Company shall not exceed the Sum Insured stated in the schedule.
- iv. No amount shall be payable to the insured until the expiry of a period of four consecutive weeks from the date of the loss in the event of a theft or hijack of the entire vehicle.
- v. In the event of the vehicle being recovered after any payment is made to the insured in terms of this extension, the Company shall be entitled to a ratable proportion of the salvage.

(b) In the event of tyres, wheels, rims, communication, security and/or vehicle management equipment when the vehicle is not stolen or hijacked in the same incident, the Company will pay to the insured the costs incurred to replace such items.

Provided that:

- i. The maximum indemnity for this cover is R40,000 per occurrence.
- ii. The excess payable is R5,000 per occurrence.
- iii. The basis of indemnity for any claim for tyres, wheels and/or rims will be 75% of the replacement cost for such items at the time of the loss.
- iv. Exception (2.19) of Sub Section 2 loss or damage is deleted.

## What is excluded:

### 4.9 Confiscation

Any loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

### 4.10 Consequential Loss

Any consequential or indirect loss or damage of any kind or description.

### 4.11 Damage to Springs

Damage to springs or shock absorbers due to impact with inequalities of any surface.

### 4.12 Damage to Tyres

Damage to tyres by application of brakes or puncture, cuts or bursts.

### 4.13 Depreciation

Depreciation of any nature which shall also mean diminution in value of the vehicle howsoever arising consequent upon the vehicle having sustained damage and continuing after the repair of such damage.

### 4.14 Excesses

The excesses as stated in the Schedule.

### 4.15 General Exceptions

Any loss or damage related to or caused by an occurrence referred to in the General Exceptions.

### 4.16 Riot and Strike

Loss or damage occurring within the Republic of South Africa or Namibia caused by or as a result of civil commotion, labour disturbances, riot, strike or lockout, the act of any lawfully constituted authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to above.

### 4.17 Subsequent Damage

Any subsequent damage if the vehicle is used after an accident before necessary repairs have been carried out.

### 4.18 Theft (not applicable to SASRIA)

Loss or damage following theft of any vehicle specified in the Schedule with an insured value in excess of R200,000 (Two Hundred Thousand Rand), unless the vehicle is fitted with an Insurer-approved tracking and recovery system and proof of installation has been supplied to the Insurer.

### 4.19 Theft of Audio Installations (not applicable to SASRIA)

The Insurers shall not be liable for loss of or damage to the audio, communications, fleet management and tracking installation whilst the vehicle is parked overnight except in the course of a journey, unless:

4.19.1 the vehicle is locked, is contained in a securely locked building or is in a securely fenced area behind locked gates; and

4.19.2 the loss or damage is accompanied by forcible and violent entry.

### 4.20 Total Loss outside the Republic of South Africa (not applicable to SASRIA)

If following an accident, the insured vehicle is not returned to the Republic of South Africa and is declared a total loss outside the Republic of South Africa, the Insurers will settle the claim for the lesser of the market value or the limit of indemnity. Both the excess and the value of the salvage will be subtracted from the final settlement. In such circumstances the salvage will belong to the Insured.

### 4.21 Wear and Tear

Wear, tear, mechanical, electronic or electrical breakdown, failure or breakage.



# 5 VAPS Goods in Transit (GIT)

## What is covered:

### 5.1 Accidental Damage or Loss

Accidental damage or loss within the territorial limits to goods whilst being transported by any vehicle described in the Schedule, and owned, leased or hired by you or whilst in your custody or control and for which you are responsible up to the maximum limit of indemnity as specified in the Schedule.

### 5.2 Costs associated with the Delivery and Protection of the Load

The Insurers will pay the reasonable costs, up to 5% (five percent) of the load, associated with the protection and removal of the load to the nearest approved facility following loss or damage to the carrying vehicle or breakdown of the carrying vehicle should such breakdown place an unacceptable risk of loss or damage to the load.

### 5.3 Debris Removal

The Insurers will pay for the expenses incurred by you in respect of clearing up and removing goods debris following loss or damage to the carrying vehicle. This benefit is subject to:

- 5.3.1 the limit specified in the Schedule;
- 5.3.2 the exclusion of any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or threat of liability.

### 5.4 Fire Extinguishing Charges

Fire extinguishing charges up to R5,000 (five thousand Rand) subject to the insured vehicle having been in danger as a result of a fire and legal liability attaching to you for such costs.

### 5.5 Riot and Strike

Loss or damage occurring outside the Republic of South Africa and Namibia which is directly caused by or is as a result of:

- 5.5.1 Civil commotion, labour disturbances, riot or strike or lockout.
- 5.5.2 The act of any lawfully established authority in controlling, prevent, suppressing or in any other way dealing with any occurrence referred to above.
- 5.5.3 Excluding:
  - a) any consequential or indirect loss or damage of any kind or description;
  - b) any loss or damage resulting from total or partial cessation of work, or the retarding, interruption or cessation of any process of operation;
  - c) any loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

- d) any loss or damage related to or caused by an occurrence referred to in the general exceptions entitled "War, invasion".

### 5.6 Ropes, Tarps & Nets

Ropes and fastening devices, tarpaulins, corner plates and cargo nets whilst on any vehicle specified in the VAPS GIT section up to R15,000 (Fifteen thousand Rand) and subject to an excess of R1,000 (one thousand Rand).

### 5.7 Temporary Vehicle

The cover under this section shall apply to goods on any vehicle temporarily used in place of your own vehicles while your own vehicle is undergoing repair or servicing.

### 5.8 The Cover

- 5.8.1 Starts with the loading of the goods onto or into the vehicle.
- 5.8.2 Continues during the transit and any return journey if the goods cannot be delivered.
- 5.8.3 Concludes goods whilst temporarily stored during the course of the journey (such storage not to exceed 96 (ninety-six) hours), and
- 5.8.4 Ceases with the unloading of the goods at the address on the waybill, delivery note or consignment note.

### 5.9 If the Insurers allege that the loss or damage is not covered by your VAPS GIT section by reason of any clause as detailed above under the heading "Riot and strike", or in the general exceptions, the burden of proving the contrary will rest on you.

## What is excluded:

### 5.10 Breakdown of refrigeration equipment.

### 5.11 Contamination.

### 5.12 Delay even though the delay may be caused by a risk insured by your Transure section.

### 5.13 Detention, confiscation or requisition by customs or other officials or authorities.

### 5.14 Dishonesty of any of your principals, partners, directors or your employees, whether acting alone or in collusion with others.

### 5.15 Inherent vice or delict, vermin, insects, damp, mildew or rust.

### 5.16 Mechanical, electronic or electrical breakdown, failure, breakage or derangement of the goods unless following an accident or misfortune not otherwise excluded.



#### 5.17 Theft from any unattended vehicle unless:

- 5.17.1 the goods are contained in a completely closed and securely locked vehicle; or
- 5.17.2 the vehicle, in which the goods are contained in or on, is in a locked building and any theft is accompanied by forcible and violent entry or exit, or
- 5.17.3 the vehicle, in which the goods are contained in or on, is within the perimeter of a security complex or recognized truck stop with 24-hour security.

#### 5.18 Transit by sea.

#### 5.19 Goods insured by a marine policy or any goods more specifically insured.

#### 5.20 Cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind, alcohol, liquor and alcoholic beverages, antiques or antiquities of any description, arms, ammunition, artworks, live animals of any description, travelers cheques, bullion, platinum, cobalt, copper, designs, documents of any description, explosives, furs, jewellery, patterns, plans, precious metals or stones, specie, stamps, tickets, tobacco, brass and scrap metal, exotic sea foods including caviar, prawns, calamari and crayfish, aircraft and their parts and accessories unless declared to the company and specifically included in the schedule.

#### 5.21 Goods in the custody of or control of sub-contractors except as provided for under your "Costs associated with the delivery and protection of the load" extension following the breakdown of the carrying vehicle during the course of a transit, for the purpose of completing the transit.

#### 5.22 Loss or damage to shipping containers or any liabilities whatsoever arising out of the use of shipping containers.

#### 5.23 Consequential loss as a result of any cause whatsoever.

#### 5.24 Depreciation in value whether arising from repairs following a defined event or otherwise.

#### 5.25 Wear and tear or gradual deterioration (including the gradual action of light, climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded.

### Specific conditions of cover – VAPS Goods in Transit Section

#### 5.26 Container Seals

When delivery is made by container, you or your employees are to ensure that the container and its seals are examined immediately upon delivery. If the container is delivered damaged, or with seals broken or missing, or with seals other than as stated

in the shipping documents, you or your employees are to endorse the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.

#### 5.27 Clean Receipts

Under no circumstances, except under written protest, are you or your employees to give clean receipts where goods are in doubtful condition.

#### 5.28 Labels

In the event of loss or damage to labels only, the Insurers will pay an amount sufficient to pay the cost of re-conditioning, the cost of new labels and the cost of re-labelling the goods provided that the damage has been accepted as a claim in terms of your VAPS GIT Section.

#### 5.29 Minimizing Loss

It is your duty and that of your agents, in the event of loss or damage for which the Insurers may be liable, to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against third parties are properly preserved and exercised.

### Supply of additional information

#### 5.30 To enable your claims to be dealt with promptly, you or your agents are advised to submit all available supporting documents without delay to VAPS, including when applicable:

- 5.30.1 original or copy of shipping invoices, together with shipping specifications and/or mass notes;
- 5.30.2 original Bill of Lading and/or other contract of carriage;
- 5.30.3 loading account and mass notes at final destination; and
- 5.30.4 correspondence exchanged with other parties regarding their liability for the loss or damage.

### Amended basis of value – VAPS GIT Section

#### 5.31 The basis of value under your VAPS GIT section is amended in respect of the following goods:

##### 5.31.1 New Machinery

The value shall not exceed the cost of replacement or repair of any damaged part or parts plus charges for forwarding and refitting if incurred, but excluding duty unless the full duty is included in the amount insured. In no event will the Insurers pay more than the insured value of the complete machine.

##### 5.31.2 Second-hand Machinery

The value shall not exceed such proportion of the cost of replacement of the parts or damage as the insured value bears to the value of a new machine plus additional charges for forwarding and refitting the new parts, if incurred.

## 6 SASRIA COVER – SECTIONS 2, 3, 4 & 5

This section details the cover provided by SASRIA in respect of Sections 2 to 5 of your VAPS HCV Policy.

SASRIA, subject to the terms, exceptions and conditions contained herein, will indemnify the Insured against loss of or damage to the vehicle described in the Schedule and defined in terms of Section 1 – DEFINITIONS of the policy, directly related to or caused by:

### 6.1 Overthrow or Influence of an Authority

Any act (whether on behalf of any organization, body, person, or group of persons) calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence.

### 6.2 Politically Motivated Damage

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.

### 6.3 Riot or Public Disorder

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.

### 6.4 Any attempt Act

Any attempt to perform any act referred to in clauses 5.1 to 5.3.

### 6.5 Control of an Act

The act of any lawfully established authority in controlling, prevent, suppressing or in any other way dealing with any occurrence referred to in the clauses above.

Note: In this section, the term "Public Disorder" shall be deemed to include civil commotion, labor disturbances or lockouts.

### 6.6 Aggregate Limit

Notwithstanding anything to the contrary, where One Insured is insured by one or more current and valid insurances (other than Contract Works and/or Construction Plant and/or Motor) issued by or on behalf of SASRIA, the aggregate liability of SASRIA under all such insurances shall be limited to the sum of R300 million (three million Rand) during a calendar year where the property insured is in the Republic of South Africa.

### 6.7 One Insured

For this purpose, "One Insured" shall mean:

6.7.1 any Single One Insured, or a Holding Company and all its Subsidiaries (as contemplated exclusively by the Companies Act, 1973);

6.7.2 in the case of One Insured other than Companies, SASRIA reserves the right to determine who the One Insured is for this purpose.

### What is covered:

### 6.8 Indemnity

SASRIA may at its option repair or replace such vehicle or any part thereof or may pay in cash the amount of the loss or damage not exceeding the reasonable market value of the vehicle insured in the Schedule of the policy subject always to Sections 4 – 7 of this Policy.

### 6.9 Financial Interest

If the vehicle insured is the subject of a hire purchase or similar agreement and the seller or lessor (hereinafter referred to as the "Owner") is interested in any monies which would be payable to the Insured under this section in respect of loss of or damage to the vehicle insured (which loss or damage is not made good by repair or replacement) such monies shall if so requested in writing be paid to the said Owner and/or to the Insured to the extent of their respective interests as long as they are interested in the said vehicle, and their receipt shall be a full discharge of SASRIA in respect of such loss or damage.

### 6.10 No Rights to Others

Save as herein expressly provided nothing herein shall modify or affect the rights and liabilities of the Insured or SASRIA under or in connection with this section or any condition or term thereof.

### 6.11 Unobtainable Parts

In the event that any part or accessory needed to repair the insured vehicle is unprocurable in the Republic of South Africa, or in the event that the use of such article is denied to the Insured for any reason, the liability of SASRIA shall be met by the payment of a sum equaling the value of the said article at the time of the loss or damage but not in any case exceeding the manufacturer's last list price operative in the Republic of South Africa.

### 6.12 Protection and Removal

If the vehicle insured under this section is disabled by reason of any loss or damage, SASRIA will pay the reasonable cost of protection and removal to the nearest repairers. SASRIA will also pay the reasonable cost of the delivery to the Insured after repair of such loss or damage not exceeding the reasonable cost of

transport to the address of the Insured in the Republic of South Africa.

## What is excluded:

### 6.13 Consequential Loss

Consequential loss from any cause whatsoever, depreciation of any nature which shall also mean diminution in value howsoever arising of the insured vehicle consequent upon its having sustained damage insured against and continuing after the repair of such damage, wear and tear and mechanical or electrical breakdown, failure or breakage.

### 6.14 Stopping of Work or a Process

Loss or damage resulting from total or partial cessation of work, or the retardation or interruption or cessation of any process or operation.

### 6.15 Confiscation

Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.

### 6.16 Compensation for War Damages

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 any War Damage Insurance and Compensation legislation.

### 6.17 War

Any loss or damage related to or caused by:

- 6.17.1 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
- 6.17.2 mutiny, military uprising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege; and/or
- 6.17.3 the act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with any occurrence referred to in the above clauses.

### 6.18 Assumed Liability

Any claims arising out of any liability assumed by the Insured by agreement, unless such liability would have attached to the Insured in the absence of such agreement.

### 6.19 Nuclear

Any loss or destruction of or damage to any vehicle whatsoever or any loss or expense whatsoever resulting or arising therefrom or consequential loss directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For

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

The indemnity provided by this section shall not apply to nor include any loss, destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

### 6.20 Terrorism

It is agreed that, regardless of any contributory cause(s), this insurance does not cover any loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, or personal purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear. It is alleged that by reason of this exclusion any loss(es) is not covered by this section the burden of proving the contrary shall be upon the Insured.

## Specific Conditions of cover

### 6.21 Total Loss of Vehicle

If any motor car or other vehicle described in the Schedule to this policy be treated as a total loss by SASRIA then all cover in terms of this section shall terminate in respect of such motor car or vehicle from the date of such total loss and no refund of premium shall be payable to the Insured.

### 6.22 Premium

Notwithstanding that the Period of Insurance stated in the Schedule to this policy may be less than 12 (twelve) months, the minimum premium payable by the Insured shall be the full annual premium other than for monthly policies.

### 6.23 Validity

This section shall not be valid unless stated to be included on the Schedule to this policy.

### 6.24 Alteration of Use of Vehicle Insured

SASRIA shall not be liable in respect of any loss of or damage to the vehicle if at the time of such loss or damage the vehicle was being used by the Insured or any person acting with the knowledge of the Insured in any manner which would ordinarily have required the vehicle to be insured in a higher rated category than that used for determining the premium shown in the Schedule.

### 6.25 Territorial Limitation

The cover is restricted to vehicles within the Republic of South Africa.

## 6.26 Cancellation

This section may be cancelled at any time at the request of the Insured but in such cases no refund or pro-rata refund of premium shall become payable.

## 6.27 At the time of the happening of any occurrence giving rise to a loss, the VAPS GIT section of this policy shall be in force covering the interest of the Insured in all the goods insured by this section against loss or damage by fire.

## 6.28 All the terms, conditions, exceptions and warranties applicable to the VAPS HCV Policy including Section 10, other than:

- 6.28.1 the Burden of Proof Clause set out in 9.2 to the extent that such clause refers to the exclusions listed in 6.1 to 6.5 above;
- 6.28.2 any excess, deductible or similar payment to be met by the Insured in terms of the VAPS HCV Policy;  
Shall be deemed to be incorporated in this section and shall as a condition precedent to any liability hereunder relate to and be complied with by the Insured accordingly.

## 6.29 Average Clause

If the goods covered in terms of the attached Schedule shall at the commencement of any destruction of or damage to such property by any peril insured hereby be collectively of greater value than the total sum insured stated herein, then the Insured shall be considered as his own Insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this consideration.

## 6.30 Alteration

No alteration of this Section is valid unless signed by a director of SASRIA.

## The following extensions are applicable to Section 5 only:

### 6.31 Credit Shortfall Extension

If any total loss settlement in terms of this section is less than the amount owing to the financier under a current instalment sale or lease agreement, SASRIA will pay to the Insured an additional amount equal to the shortfall;

- 6.31.1 any arrears of instalments or rentals including interest payable on such arrears;
- 6.31.2 all refunds of premium for cancellation of any insurance cover relating to the motor vehicle;
- 6.31.3 the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the financial period, calculated to the month in which the claim was settled.

Provided always that:

- 6.31.4 the amounts payable shall not exceed the reasonable market value of the vehicle plus the additional amounts as stated in this extension;
- 6.31.5 this extension shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% (ten percent) from any other instalment;
- 6.31.6 if such shortfall is the result of a re-advance under an instalment sale or re-financing in terms of a lease, the insurance by this extension shall be void;
- 6.31.7 Definition of Vehicles  
Any vehicle defined in the policy provided that such vehicles are not used for conveyance of goods for trade purpose and are only used primarily for private and domestic purposes. In respect of light delivery vehicles insured in the name of an individual (except farmers) it is warranted that such vehicle is not used for the conveyance of goods for trade purposes.

## Subject otherwise to the terms, conditions and exceptions of this section.

### 6.32 Replacement Value Extension

The basis of Loss Settlement in the event of total loss or damage shall:

- 6.32.1 provide that the damage to the vehicle exceeds 70% (seventy percent) of the retail price (including VAT) on the date of the insured event, and in the event of the theft of the vehicle where it is not recovered within 6 (six) weeks of the date on which the theft is reported to SASRIA;  
be the New Replacement Cost of the vehicle at the time of settlement with the same model or nearest replacement model from the manufacturer. The above Basis of Settlement shall apply only to motor cars;
- 6.32.2 used primarily for private purposes;
- 6.32.3 are less than 1 (one) year old since its first registration; and
- 6.32.4 have travelled less than 30,000 (thirty thousand) kilometres since its first registration.

# 7 THIRD PARTY LIABILITY

## What is covered:

### 7.1 Indemnity

The Insurer will indemnify you up to R2,500,000 (two million five hundred thousand Rand) for all sums, including claimant's costs and expenses, which you may become legally liable to pay as a result of an accident resulting in death, injury, or damage to property caused by, through or in connection with the vehicle specified in the schedule resulting in:

- 7.1.1 death of or bodily injury to persons but excluding passengers and any person in the employ of the Insured or members of the same household provided that such death or bodily injury arose out of and during the course of such employment; and
- 7.1.2 loss or damage to property not owned by you, and/or not in your custody, control or being transported by you.

### 7.2 Contingent Liability

The Insurers will indemnify you for liability arising out of the use of vehicles not belonging to you or provided by you which are involved in an accident arising in the course of business which result in claims against you or your employees, partners and directors:

- 7.2.1 provided that such person has not previously been refused any motor insurance or continuance thereof;
- 7.2.2 if the Insured or any other person entitled to indemnity under this extension is entitled to indemnity under any other insurance in respect of the same occurrence, the Insurers shall not be liable to make any payment except in respect of any excess beyond the amount payable under such insurance; and
- 7.2.3 the payment of subsidies or travelling allowance to a person using their own vehicle for the business of the Insured shall not invalidate this extension.

### 7.3 Cross Liabilities

Where more than one insured is named in the schedule, the Insurer will indemnify each insured separately and not jointly, and any liability arising between such insured shall be treated as though separate policies had been issued to each, provided that the Insurer's aggregate liability shall not exceed the limit of indemnity specified in the Schedule.

### 7.4 Driving by Other Persons

The Insurers will indemnify any person whilst driving or using an insured vehicle with your permission provided that such person:

- 7.4.1 is not entitled to indemnity under any other policy;

7.4.2 is fully and properly licensed to drive such vehicle;

7.4.3 shall act as though he or she were you and observe, fulfill and be subject to the terms, exceptions and conditions of this policy; and

7.4.4 has not been refused any vehicle insurance or continuance thereof by any insurer or underwriter.

### 7.5 Parking Facilities and Movement of Third Party Vehicles

The Insurers will indemnify you, in respect of accidents caused by, or through, or in connection with the moving of any vehicle not owned, borrowed, hired or leased by you, or in your custody and control, but moved by any person in your employment or acting on your behalf, provided that such vehicle was being moved:

- 7.5.1 with the authority of any tenant, customer or visitor of yours;
- 7.5.2 in connection with your parking arrangements; and/or
- 7.5.3 to facilitate the carrying out of your business, provided that this benefit of cover shall not apply in respect of damage to vehicles which are parked for reward.

### 7.6 Principals

In the same terms as liability to third parties, the Insurers will compensate you to the extent required by the conditions of any contract of the Building Industries Federation of South Africa, any principal named in such contract and in connection with any liability arising from the performance of such contract, which you have entered into. The Insurers will pay up to the limit of indemnity as stated in the Schedule.

### 7.7 Rights to Representation

The Insurers shall at their discretion, be entitled to arrange for representation at any legal proceedings.

### 7.8 Towing of Vehicles

This section extends to cover liability while the Insured is towing a vehicle or trailer. The Insurers will not be liable under this section for damage to the towed vehicle, or trailer, or property thereon or therein.

### 7.9 Waiver of Rights

The Insurers waive all rights of subrogation or action which they may have or acquire against any other person to whom the indemnity hereunder applies and each such person shall observe, fulfill and be subject to the terms, exceptions and conditions (both general and specific) of your VAPS HCV Policy as far as they can apply.

#### **7.10 Tool of Trade**

Cover is extended to include liability for claims arising out of the ownership, possession or use by or on behalf of the insured of any vehicle, other than claims caused by the use of:

- 7.10.1 any tool or plant forming part of or attached to or used in connection with any vehicle;
- 7.10.2 any vehicle as a tool of trade; or
- 7.10.3 a trailer which is not attached or has accidentally become detached from a motor vehicle.

#### **What is excluded:**

#### **7.11 Compulsory Third Party Insurance**

Claims in respect of any compensation or claim that fall within the scope of any compulsory third party enactment including the Road Accident Fund Act 1996 as amended prior to 1 January 2006 within the territorial limits of the policy. This exception shall apply notwithstanding that no insurance under any such enactment is in force or has been effected.

#### **7.12 Excess**

The first amount payable by the Insured as stated in the schedule of excesses.

#### **7.13 Third Party Excess Reducer (if stated in the policy schedule)**

The Company will reimburse the insured for the excess deducted from any claim paid by the Company for a claim against the insured by a third party.

##### **Provided that:**

- (i) The excess is reflected in the Policy or Schedule.
- (ii) The Company has agreed in writing to indemnify the insured.
- (iii) Sum insured is as stated on the schedule.

#### **7.14 Passenger Liability – Buses and Bus Trailers**

Liability for death or bodily injury to passengers in any bus or bus trailer whether fare-paying or not is expressly excluded.

#### **7.15 Scheduled Products**

Liability arising out of carriage of prescribed dangerous goods in terms of Chapter 8 National Road Traffic Act (Act Number 93 of 1996), National Road Traffic Regulations 2000.

#### **7.16 Spillage and Clean-up Costs**

Costs and expenses incurred for clean-up and remedial procedures to remove or repair the effect of spillage or leakage of any substance carried in or on the insured vehicle or any vehicle attached thereto.

#### **7.17 Territorial Limits**

Liability arising from any occurrence outside the territorial limits.



Your VAPS HCV Policy is subject to the following General Conditions:

## 8.1 Application

The signing by you of your fully completed proposal form, which shall be the basis of the contract

## 8.2 Application of General Conditions

General conditions and exceptions apply to all sections of your VAPS HCV Policy but specific conditions, exceptions and endorsements override General Conditions and Exceptions. Any meaning given to a specific word or term will have the meaning when it occurs. Headings are for ease of reference only and must not be read separately from the text.

## 8.3 Arbitration

Should any dispute arise between the Insurers or SASRIA and you with respect to the monetary value of a claim and agreement can be reached on taking the matter to arbitration, the dispute must be referred to an arbitrator within 30 (thirty) days. The Insurer and you must appoint the arbitrator in accordance with arbitration legislation and any fees will be equally divided between the Insurer and you.

## 8.4 Breach

The conditions of your VAPS HCV Policy and sections thereof shall apply individually to each of the risks insured and not collectively to them so that any breach shall void the section only in respect of the risk to which the breach applies.

## 8.5 Cancellation (not applicable to SASRIA)

The Insurers may cancel your VAPS HCV Policy at any time by giving 30 (thirty) days' notice in writing (or such other Period as may be mutually agreed). You may give immediate notice. Should you cancel the policy, the Insurers shall be entitled to retain a pro-rata premium for the period the policy has been in force. On cancellation by the Insurer you shall be entitled to claim a pro-rata proportion of the premium for the remainder of the period of insurance from the date of cancellation.

## 8.6 Change in Circumstances

Should there be any change in circumstance which may affect the risk insured, it is your responsibility to notify VAPS or your intermediary in writing as soon as the change becomes known to you. Failure to do so may result in cancellation of cover or claims being found to be invalid due to the change in circumstances.

## 8.7 Consent to Information Sharing (not applicable to SASRIA)

Acceptance by you of your VAPS HCV Policy includes

consent to the sharing of claims, underwriting and other relevant information (including credit information) within the insurance industry. Such consent shall:

- 8.7.1 waive any right to privacy in respect of any insurance information provided by you or on your behalf regarding any insurance policy or claim made or lodged by you or on your behalf;
- 8.7.2 allow such information to be disclosed to any other insurance company or its agent; and
- 8.7.3 allow the Insurer to verify the information provided by you against other legitimate sources.

## 8.8 Currency, Interest and Delay (not applicable to SASRIA)

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

## 8.9 Custody of the Motor Trade

Your indemnity relating to the insured vehicle shall operate while such vehicle is in the custody of a member of the motor trade for the purpose of its overhaul, upkeep or repair.

## 8.10 Description of Use of Insured vehicle(s)

Use of insured vehicle(s) is restricted to social, domestic, pleasure purposes and use for the business or occupation of the Insured.

## 8.11 Fraud

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by you or anyone acting on your behalf or with your knowledge and consent to obtain any benefit or, if any event is occasioned by your willful act or with your connivance, the Insurers will not pay that claim. The Insurers may immediately cancel your VAPS HCV Policy should a fraudulent claim be submitted.

## 8.12 Hire Purchase or Lease Agreements

Where your vehicle is treated as a total loss following a claim under your VAPS HCV Policy and there is an outstanding amount due under any suspensive sale or similar agreement, payment may be made in the first instance to the financial institution involved.

## 8.13 Insurable Interest

You may only insure property in which you have an insurable interest. You only have insurable interest in an item if the item is stolen or damaged and, as a result, you suffer a direct financial loss.



#### 8.14 Interim Payments

The Insurers may make early payments to assist you to settle accounts due, prior to the settlement of the claim.

#### 8.15 Jurisdiction

Your VAPS HCV Policy is subject to the jurisdiction of South African courts only.

#### 8.16 Legal Action

The Insurers may, for their benefit, take over and conduct the defence or settlement of any case and prosecute such case in your name. The Insurer will have full discretion in the conduct of any proceedings and in the settlement of any claim.

#### 8.17 Maximum Liability (not applicable to SASRIA)

In all claims the sum insured or limit of liability in the Schedule shall be the maximum liability of the Insurer.

#### 8.18 Misdescription, Misrepresentation or Non-disclosure

The Insurers or SASRIA may declare your VAPS HCV Policy, any section or item void or cancelled if you misdescribe, misrepresent or do not disclose any material fact.

#### 8.19 Non co-operation (not applicable to SASRIA)

Non co-operation in settling claims may result in your having to refund the Insurers all amounts paid in settlement of the claim.

#### 8.20 Other Insurance

If, at the time of an event giving rise to a claim under your VAPS HCV Policy, insurance with any other insurer exists, covering you against the same events, the Insurers shall be liable to make good only our proportion of the amount payable by or to you in respect of such an event. Where they are specified in the Schedule you will be called upon to pay all compulsory and voluntary excesses as they relate to each and every claim.

#### 8.21 Payment on Account (not applicable to SASRIA)

Where amounts recoverable from the Insurer are delayed pending finalization of any claim, payments on account may be made to you, if required, at the discretion of the Insurer.

#### 8.22 Precautionary Measures (not applicable to SASRIA)

If you have declared the existence of any other precautionary measures at the time during the period of insurance, these measures are a prerequisite for cover. You must ensure that these measures are in place and in working order at the time of loss.

#### 8.23 Premium Payment

##### 8.23.1 Annual policies

Your premium is due on or before inception date. Where your VAPS Policy is being renewed the Insurers may accept a premium tendered

more than 15 (fifteen) days after the renewal date, however they are not obliged to do so.

##### 8.23.2 Monthly policies

Premiums are payable on the due date (normally the 1<sup>st</sup> (first) business day of the month and the Insurers are obliged to give you a 15 (fifteen) day period of grace. In respect of existing monthly policies, the Insurers may extend this period by re-submitting the debit order for the outstanding amount on the due date of the following month. If the second debit order fails, your VAPS HCV Policy will automatically lapse from the original due date.

The Insurers will, however, do all they can to retain your VAPS HCV Policy by contacting your Intermediary within a month following the first unpaid debit.

Should you stop a payment with a financial institution, the Insurer will automatically lapse your VAPS HCV Policy from the date the debit was due.

##### 8.23.3 Provisional cover (not applicable to SASRIA)

If agreement has not been reached on the final premium due, the Insurers may consider the risk to be provisionally covered subject to settlement of the final premium and will not reject claims as a result.

#### 8.24 Prescription of Claims

The Insurer or SASRIA will not pay any claim after the expiry of 12 (twelve) months or such further time that the Insurer allows you in writing after the date of the loss. A claim that is subject to pending legal action or third party liability will continue to be dealt with.

#### 8.25 Prevention of Loss

You or any other party who is covered by your VAPS HCV Policy must take all reasonable precautions and steps to prevent and minimize any loss.

#### 8.26 Rejection of Claims

No claim rejected by the Insurer shall be payable unless the Insured claims payment by serving summons on the Insurer within 6 (six) months of the written rejection of the claim and pursues such proceedings to finality.

#### 8.27 Rights after Settlement

8.27.1 If the Insurer has settled a claim, and the lost property or any part of it is found, you must assist the Insurer to identify it and physically recover it. The Insurer will pay you the reasonable expenses for this assistance. If you refuse to assist the Insurer you will immediately repay all amounts of the claim.

8.27.2 When the Insurer has paid a total loss claim the property that is the subject of the claim belongs to the Insurer who may sell or deal with it as they wish.

### 8.28 Rights of Others

You will be the only person who is entitled to claim under your VAPS HCV Policy. You must make a claim where indemnity is granted to any other party and your receipt of payment will fully discharge the Insurer of its responsibility.

### 8.29 Rights to Property

The Insurers of SASRIA, or any person authorized by them, may take, or keep possession of any damaged property and deal with it in any reasonable manner. The Insurers will not incur any liability or diminish any other rights the Insurers may have when the Insurers do so. You may, however, not abandon any property to us whether the Insurers have taken possession of it or not.

### 8.30 Schedule Sums Insured blank (not applicable to SASRIA)

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

### 8.31 Security Measures (not applicable to SASRIA)

If you have declared the existence of any other precautionary measures at any time during the period of insurance, these measures are a prerequisite for cover. You must ensure that these measures are in place and in working order at the time of the loss.

### 8.32 Subrogation

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

### 8.33 Third Party Liability (not applicable to SASRIA)

Where cover is provided for liability to third parties, the Insurer may pay you the limit of liability, or any lesser sum for which the claim can be settled, and then regard the claim as settled.

### 8.34 Tracking Devices and Fleet Management Devices (not applicable to SASRIA)

Where the Insurer requires an Insurer-approved tracking device or fleet management system to be fitted to the vehicle or a discounted premium has been charged due to the fitting of such a device it is a condition precedent to liability that:

8.34.1 At the time of the loss by theft or hijack of the vehicle, the tracking device or fleet management system must have been in working order and subject to a current contract with an Insurer-approved certified service provider.

8.34.2 The tracking device or fleet management system must have been maintained in accordance with the tracking and recovery service provider's instructions.

8.34.3 The device was activated immediately after the Insured or driver of the vehicle became aware of the hijack or theft of the vehicle specified in the schedule.

### Conditions precedent to liability

Notwithstanding anything to the contrary contained herein, the following conditions are precedent to the Insurers' liability:

### 8.35 Claims Reporting

It is a condition precedent to Insurers' liability that claims are reported as required in Section 13 below.

### 8.36 Compliance with Legislation (not applicable to SASRIA)

It is a condition precedent to liability that at the time of any event which may give rise to a claim in terms of any section of this Policy:

8.36.1 the insured vehicle(s) or any vehicle/trailer attached thereto or forming part of a train of vehicles/trailers drawn thereby or any part of any such vehicle/trailer, whether insured under this policy or not, must comply with or meet in any respect the requirements for roadworthiness as set out in the National Road Traffic Act (Act Number 93 of 1996) or any replacement statute, or of any provincial or local proclamation or statute which is applicable to the insured vehicle;

8.36.2 the driver must comply with all legislation relating to the possession and validity of driver's license and professional driving permit, statutory requirements, regulations and enactments of the Road Traffic Act (Act Number 93 of 1996) and amendments thereto;

8.36.3 the load thereon must comply with all legislation, statutory requirements, regulations and/or enactments of the Road Traffic Act (Act Number 93 of 1996) and amendments thereto, and in any event the gross vehicle mass of the vehicle(s) or the combination gross vehicle mass shall not exceed 56,000 (fifty-six thousand) kilograms.

All benefits under this policy in respect of any claims made shall be forfeited whether or not failure to comply as described above was a cause of or contributed towards the occurrence giving rise to such claim.

### 8.37 Endorsed Licenses (not applicable to SASRIA)

If during the period of insurance your license or any of your drivers are endorsed, suspended or cancelled, or you or your driver is convicted of negligent, reckless or improper driving, notification shall be sent to VAPS as soon as you become aware of such endorsement or conviction.

# 9 GENERAL EXCEPTIONS

## (Not applicable to SASRIA – refer to SASRIA Section)

Unless otherwise specifically covered, your VAPS HCV Policy excludes loss, damage, destruction, injury, liability expense directly or indirectly related to, caused by, through, and in consequence of, resulting from, arising from or contributed by:

### 9.1 Assumed Liability

Liability you assume by agreement other than liability, which would have arisen if such agreement had not been entered into.

### 9.2 Burden of Proof

If the Insurer alleges that by reason of any of the abovementioned clauses pertaining to “civil commotion, labour disturbances, “War, invasion, mutiny”, “Terrorism” of the listed exceptions, the incurred loss or damage will not be covered by your VAPS HCV Policy. The burden of proving the contrary will rest on you.

### 9.3 Compensation for War Damages

Any occurrences for which a fund has been established in terms of the War Damage Insurance and Compensation Act Number 85 of 1976 or any similar Act operative in any of the geographical areas to which your VAPS HCV Policy applies.

### 9.4 Control of an Act

The act of any lawfully established authority in controlling, preventing, suppressing or any other way dealing with any occurrence referred to in each of the definitions of “civil commotion, labour disturbances” and “war invasion mutiny” as mentioned above.

### 9.5 Driving under the Influence

The Insurer will not compensate you or any other person driving the vehicle with your knowledge or general consent when you and such other person is:

- Under the influence of alcohol
- Under the influence of any illegal substance
- Under the influence of drugs (unless prescribed by and taken in accordance with the instructions of a member of the medical profession) and/or
- while the driver's blood-alcohol level is over the legal limit and /or
- the driver refuses to give either a breath or blood sample, as may be required or requested by a law enforcement officer and/or
- the vehicle is involved in an accident and the driver of the vehicle then unlawfully leaves the scene of the accident.

### 9.6 Insurrection (not applicable to SASRIA)

Insurrection, rebellion or revolution.

### 9.7 Mutiny

Mutiny, military rising, military or usurped power, martial law or state of siege or any other event or cause which determines the proclamation or maintenance of martial law or state of siege.

### 9.8 Nuclear Exclusion

Any loss or destruction of or damage to any vehicle whatsoever or any loss or expense whatsoever resulting or arising therefrom or consequential loss directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission.

This indemnity provided by this policy shall not apply to nor include any loss, destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

### 9.9 Overthrow or Influence of an Authority

Any act or any attempt to perform any act (whether on behalf of any organization, body or person or group of persons) calculated or directed to overthrow or influence any State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence.

### 9.10 Political or Economic Change

Any act or any attempt to perform 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.

### 9.11 Restriction of Use

The Insurer will not compensate you should your vehicle suffer loss or damage whilst being used for any of the following uses:

- 9.11.1 Racing, speed or other contests, rallies or trials.
- 9.11.2 Carriage of explosives.
- 9.11.3 Carriage of any load or passengers exceeding the capacity for which it is constructed or licenced to carry.
- 9.11.4 Use outside the relevant manufacturer's specifications.
- 9.11.5 Use for any purpose in connection with the motor trade.

### 9.12 War, Invasion

War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.

## SPECIAL WARRANTY

(Not applicable to SASRIA – refer to SASRIA Section)

### The Insured warrants that:

1	The insured vehicle/s will at all times be maintained in an efficient and roadworthy condition in accordance with the legislation relating to roadworthiness.
2	The vehicle/s has a valid Certificate of Fitness
3	The vehicles are fitted with a serviceable fire extinguisher.
4	The vehicles will not carry any load exceeding the capacity or weight, which is legally permissible for vehicles of that type in accordance with current legislation.
5	All vehicle drivers are in possession of a valid driver's licence for the vehicle which is being driven
6	All vehicle drivers are in possession of a valid Public Driver's Permit(PDP) or any other associated documentation as legally required.
7	Furthermore, the Insured warrants that all Drivers' documentation whether foreign or South African has been officially validated by the relevant governing authority. The onus of proof shall rest with the Insured at claims stage.
8	In the event that the Insurer is presented with any fraudulent driver's licence or associated documentation, the related claim will be rejected.
9	In the event that the Insurer cannot validate a licence, the Insured shall bear the onus of proof and must provide adequate documentation of authenticity and validity as the Insurer may require.

# PROCEDURES TO BE FOLLOWED IN THE EVENT OF LOSS OR DAMAGE WHICH MAY GIVE RISE TO A CLAIM

It is a condition precedent to Insurer's liability that in the event of a claim you act as follows:

1	In the case of Theft or Hijack and as soon as the occurrence is known, immediate notification must be given to the <b>VAPS 24/7 Emergency Assist Line at 066 251 3044</b> . The VAPS office must be notified as soon as possible but not later than two working days after the occurrence.
2	Take all reasonable steps to recover the stolen property and to discover the guilty party.
3	Advise VAPS of any claim (other than theft, hijack, or a claim from a third party), as soon as possible from the time of the occurrence that may lead to a claim but not later than 10 working days after the occurrence.
4	In all accident situations, immediate notification must be given to the <b>VAPS 24/7 Emergency Assist Line at 066 251 3044</b> .
5	Inform the police as soon as possible and in any event not later than 24 (twenty-four) hours following the accident or theft of property.
6	Complete a claim form as soon as is reasonably possible and provide VAPS with all material information as requested. The Insurers will be under no obligation to proceed with a claim if you do not provide, in full, the required information.
7	Provide VAPS with material proof, information, sworn declarations and any other documentation that may be required as soon as practicable.
8	Provide VAPS with the particulars of any other insurance policy that covers the same events as any section of your VAPS HCV Policy.
9	Immediately forward to VAPS any notice of a claim, communication, summons or other legal process issued or commenced against you in connection with the occurrence.
You may authorise:	
10	<b>Emergency Repairs (not applicable to SASRIA)</b> Emergency Repairs (not applicable to SASRIA) Emergency repairs up to R15,000.00 (Fifteen Thousand Rand), provided a detailed estimate is immediately forwarded to VAPS.
11	<b>Complete Repairs (not applicable to SASRIA)</b> Complete repairs up to R5,000.00 (Five Thousand Rand), provided you have obtained at least two detailed quotes from recognized repair establishments prior to giving such authority.

# 12 VAPS TRANSPORT RISK MANAGEMENT GUIDELINES

Effective risk management strategies can be applied to risks with both potentially positive and negative impacts on your Transport business. By understanding the opportunities and challenges presented by Transport related risks, you can improve your bottom line and avoid the negative financial and legal impact on your business. Please take note of the following which may help improve your risk:

## 1. Roadworthiness – Please refer to the Road Traffic Act of 1999

The following are very important:

- a) Truck and trailer brakes must comply with SANS 10047.
- b) Maintain vehicles and service vehicle at approved Manufacturer intervals.
- c) Keep a serviced fire extinguisher fitted to all trucks.

## 2. Foreign Driver's Licenses – Please ensure all Foreign Drivers have a valid license and PDP.

Contact Leigh at Check-your-driver at [leigh@check-your-driver.co.za](mailto:leigh@check-your-driver.co.za) or 084 597 6542 to verify any Driver's license

## 3. Tracking Devices/Theft/Hijack

- a) All Vehicles with a Value of more than R 200 000 – Tracking device with Recovery option required
- b) All Vehicles with a Value below R 200 000 – VESA level 3 or 4 or factory fitted alarm/immobilizer and/or Tracking device

## 4. Claims Procedures to be followed in the event of Loss or Damage which may give rise to a claim:

Accident Towing & Mechanical Breakdown Towing  
VAPS 24/7 Number – 0861 000 048

Theft/Hijack & Serious Accidents - In the case of a theft or hijack and in case of a serious accident where the damage to the insured vehicle is likely to exceed R500,000 (five hundred thousand Rand) And /or more than one third party is involved in the event and as soon as the occurrence is known, IMMEDIATE NOTIFICATION must be given to:

- KVTR 24 Hour Control Centre:  
Toll-Free Number 0800 430 430
- VAPS HCV must be notified as soon as possible, but no later than TWO WORKING DAYS after the occurrence.  
VAPS HCV Office Number: 012 942 4537

These Claims Procedure are in addition to and must be read with the Claims Procedure Clause of the VAPS HCV Policy Wording.

- In all cases report the matter to the South African Police Service within 24 hours.
- In all cases advise VAPS HCV of the matter at the office number 012 942 4537, during office hours or 083 412 2451 after hours and as soon as reasonably possible but within 48 hours for thefts / hijacks
- Take all reasonable steps to recover the stolen property and to discover the guilty party.
- Complete a claim form as soon as reasonably possible and provide VAPS with all the materials information as requested. The Insurer will be under no obligation to proceed with a claim if you do not provide in full the required information

# 13 VAPS HCV ASSIST

## (HCV's, Trailers, Commercial Vehicles, Pmv's, LDV's & Special Types)

### 1. ROADSIDE ASSISTANCE AND ACCIDENT MANAGEMENT FOR VEHICLES **OVER 3500KG**

 **24/7 Contact number: 066 251 3044**

#### Mechanical & Electrical Breakdown

(Covered to the nearest repairer up to a maximum of 250 km per incident – Maximum cover of R 15 000 per incident)

Should the insured vehicle become disabled as a result of mechanical or electrical breakdown and the technician that was dispatched cannot repair same, the vehicle will be towed to the nearest service/repair facility not exceeding a radius of 250 kilometers (covered up to R15 000 per incident) from the scene of the incident within the Republic of South Africa.

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

#### Flat Tyre Assistance

(Callout fee up to R 1000 per incident)

Assistance will be provided in the event of a flat tyre with a spare tyre to replace it with. The callout fee will be covered up to R1000 per incident and does not include the following:

- The cost or delivery of a replacement tyre
- Cost of the towing if the tyre change was unsuccessful (towing can be arranged to the nearest repairer, however the client will be liable for any costs)

*\*Should the spare tyre not be serviceable or no lock nut key is provided, the vehicle will be towed to the nearest repairer up to R1000 per incident. Any costs exceeding this amount will be for your own account.*

#### Flat Battery Assistance

(Callout Fee covered up to R 1000 per incident)

If a battery failure occurs, a jump start will be provided to start your vehicle

- Any additional costs for travel, parts and labour will be for your own account.
- Battery not included.

#### Fuel Delivery Service

(Callout Fee covered up to R 1000 per incident)

Should the insureds vehicle become disabled as a result of running out of fuel, a supply will be dispatched to the vehicle in need in order for the vehicle to be able to reach the nearest available fuel station.

- The costs for travel and labour in excess of R1000 will be for your own account

#### Locksmith Assistance

(Callout Fee covered up to R 1000 per incident)

If your keys are locked inside the vehicle, assistance will be provided to gain entry into the vehicle.

- The costs for travel and labour in excess of R1000 will be for your own account

#### Recovery/Winching Assistance

(Callout Fee covered up to R 1000 per incident)

Provides assistance in extracting the vehicle when stuck in a ditch and such locations is within 50 meters of a paved road or highway.

- Covered up to a maximum of 1 hour per vehicle per incident.
- This benefit does not cover extraction when driving a vehicle off-road or unpaved highways.



### Vehicle Protection Service

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

- Subject to availability in the specific area

### Accident Management

In the event of an accident, CLC will assist to tow the vehicle to the nearest approved repairer. The cost of the accident tow will be invoiced to the insurer as part of the claim. Should the client not register a claim, the client will be liable for the cost of the accident tow.

▼ Annual Limit of R 15 000 per vehicle

## 2. ROADSIDE ASSISTANCE AND ACCIDENT MANAGEMENT FOR VEHICLES **UNDER 3500KG**

 **24 Hour roadside assistance that will assist you in the event of a roadside or non-roadside emergency**

### Roadside Assistance and Accident Management:

- Mechanical breakdown towing to the nearest approved repairer
- If the client is 100km from their permanent residence or destination, CLC will provide either:
- Hotel accommodation up to R500 OR
- Car hire for 24 hours up to R500
- Locksmith (callout & labour)
- Flat battery (jumpstart or towing of the vehicle to nearest approved repairer)
- Flat tyre (replace with clients spare tyre or tow to the nearest approved repairer)
- Fuel assistance (20l of fuel, for the clients own account)
- Accident management the cost of the tow will be invoiced to the insurer as part of the claim.
- Should the client decide not to register a claim, or the claim is repudiated, the client will be liable for the cost of the accident tow
- Towing to the correct place the first time
- Negotiated rates for towing
- No storage or release fees

▼ Annual Limit of R 5000 per vehicle

### 3. MEDICAL ASSISTANCE

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The eligible person will be assisted with 24-hour medical assistance or transportation

#### Telephonic Support Services

- Emergency medical advice and information
- Medical hotline/confidential non-emergency medical information and advice
- Trauma Counselling

#### Road Transport

- Emergency medical response and stabilisation
- Medical Transportation
- Transfer of life saving medication
- Companionship and/care of stranded minors
- Inter-hospital transfer or Inter-facility transfer of a patient by road or air transport, whichever is the most medically appropriate
- Repatriation of mortal remains. Should a patient die outside their residential town more than 180km from their usual residence, arrangements will be made to repatriate the mortal remains to the residential town
- This benefit is capped at R20 000 and the members next of kin will be responsible for any surplus costs
- Admission deposit of R5 000 (Refundable to ER24 by member or his/her medical aid)
- Applies only in the Republic of South Africa

▼ Annual Limit - HCV and Commercial will be R 10 000 per policy



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**T** 012 942 4536 | **F** 086 692 9622 | **E** [info@vapsinsurance.co.za](mailto:info@vapsinsurance.co.za)  
[www.vapsinsurance.co.za](http://www.vapsinsurance.co.za) | PO Box 1538, Midstream Estate, 1692  
Authorised Financial Services Provider | FSP No: 46264  
Underwritten by New National Assurance Company

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