

Definitions

In this policy and in any documentation issued by Us in connection with this policy the following words shall have the meanings as defined below:

- i You/Your**
The person or entity in whose name the policy is issued.
- ii We/Us/Our**
Standard Insurance Limited.
- iii The Asset**
Non-motor assets and motor vehicles used for commercial purposes, including sedans, utility vehicles, trucks, buses, trailers (any vehicle without means of self-propulsion) with a carrying capacity exceeding 750kg (seven hundred and fifty kilograms), agricultural and construction vehicles (including material handling vehicles); excluding vehicles used for demonstration purposes, mining (above or underground) or aviation (aircrafts, helicopters, drones etc).
- iv The Financial Institution**
The credit provider, being the Standard Bank of South Africa Limited, whose interest in The Asset forming the subject matter of the Credit Agreement is noted in the policy.
- v Underlying Policy**
The comprehensive Commercial Asset Insurance policy entered into by You with any registered insurance company ("the Underlying Insurer") which covers The Asset against and obliges the Underlying Insurer to pay all possible risks (including theft and hijacking) occurring within the Territorial Limits as per Your Underlying Policy and in terms of which all suspensive conditions have been fulfilled.
- vi Credit Agreement**
An enforceable credit agreement as defined in the Credit Agreements Act 75 of 1980 as (amended) entered into by You with The Financial Institution in respect of The Asset.
- vii Statutory Settlement Balance**
The payment due by You as at the Date of Loss which would liquidate Your outstanding liability to The Financial Institution in terms of the Credit Agreement and entitle You to retain The Asset unencumbered, excluding any instalments in arrears, any early settlement penalties and excluding any retained salvage as agreed between the Insured and the Insurer.
- viii Market Value**
The average of the retail value and trade price of The Asset (including its accessories and spare parts as specified in the Certificate of Insurance) at the Date of Loss, as determined by the replacement or depreciation value condition in respect of non-motor assets and that month's issue of the "Commercial Vehicle Dealer's Guide" published by TransUnion and adjusted according to the "Kilometre and Condition Chart" contained in the Guide in respect of motor assets. Where the particular make and model of a motor vehicle is not reflected in the "Commercial Dealer's Guide" (or "Auto Dealer's Guide") then the average value given for a motor vehicle by three motor dealers or independent motor industry sources of Our choice will be used as the Market Value of a motor vehicle.
- ix Sum Insured**
The value of The Asset specified by You at the time of Your application for this policy, whether in writing or verbally, as being the applicable Market Value of The Asset at that time, including its accessories and spare parts (whether factory-fitted or added subsequently) and Value Added Tax "VAT", which amount is specified in the Certificate of Insurance and should be updated from time to time at Your request in accordance with the current Market Value of The Asset.
- x Excess/First Amount Payable/Deductible**
Any amount to be borne by You in respect of each and every claim in terms of Your Underlying Policy.
- xi Maximum Indemnity**
The maximum amount We shall pay, in terms of this policy, shall not be more than R1 000 000 (one million rand).

- xii Period of Insurance**
The period as stated in the Certificate of Insurance issued in terms of this policy or any agreed renewal period subject to Our receipt and acceptance of Your Premium on or before the Premium Due Date.
- xiii Premium Due Date**
In advance, on or before the first working day of every month or of the annual renewal date, as the case may be.
- xiv Premium**
The amount as stated in the Certificate of Insurance or any endorsement issue in terms of this policy.
- xv Event**
The event which gave rise to Your claim in terms of the Underlying Policy.
- xvi Date of Occurrence**
The date on which Your account with The Financial Institution is credited with the payment from the Underlying Insurer in settlement of Your claim in terms of Your Underlying Policy.
- xvii Date of Loss**
The date upon which the damage to or loss of The Asset occurs, which date must fall within the Period of Insurance.
- xviii Days**
Ordinary days, including weekends and public holidays.
- xix Certificate of Insurance**
The schedule containing Your details and the details of The Asset (including its accessories and spare parts), Period of Insurance, Premium payable, any endorsements etc. and updated from time to time at Your request.
- xx Ex Gratia**
Where liability under the Underlying Policy is denied and a non-contractual partial or full settlement of the claim is made without prejudice.
- xxi Payment by underlying insurance settlement**
Settlement as per agreement of loss which would include an amount paid to the financial institution and any amount paid to you excluding any retained salvage amount by You (the insured).

Shortfall cover provided by this policy

Where The Asset is stolen and not recovered or damaged beyond repair and is written off by the Underlying Insurer who has settled Your claim in terms of the Underlying Policy by means of a lump sum payment and a shortfall arises between such payment and the Statutory Settlement Balance in terms of the relevant Credit Agreement, We will pay:

The Statutory Settlement Balance, less:

- a** The amount by which Your Excess exceeds R10 000 (ten thousand rand).
- b** The amount paid by Your Underlying Insurer.
- c** Any arrears instalments or rentals including interest payable on such arrears.
- d** All refunds of premium for cancellation of any insurance cover relating to the Asset.
- e** The increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled provided always that:
 - i** The amounts payable under this policy shall not exceed R1000 000 (one million rand).
 - ii** This insurance shall not apply to a Credit Agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10 percent from any other instalment.
 - iii** If such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease the insurance by this policy shall be void.
The settlement paid or payable to You by the Underlying Insurer in terms of the Underlying Policy shall be deemed never to be less than the Market Value of The Asset.

Additional benefits provided by this policy

1 Deposit Benefit (only when no shortfall loss has been incurred)

Where The Asset is stolen and not recovered or damaged beyond repair and is written off by the Underlying Insurer who has settled Your claim in terms of the Underlying Policy by means of a lump sum payment and no shortfall arises between such payment and the Statutory Settlement Balance in terms of the relevant Credit Agreement, We will pay to You an amount equivalent to 10% of the Underlying Insurer's net settlement amount, up to a maximum of R100 000 (one hundred thousand rand).

2 Inconvenience Benefit

Should The Asset be subject to a valid claim in terms of this policy, We will pay You an additional amount of R5 000 (five thousand rand).

3 Excess Benefit

An excess benefit applies under this policy if there is a valid claim and you paid an excess in terms of your underlying insurance policy. We will reimburse You the amount you have paid subject to a maximum of R10,000 (ten thousand rand).

General conditions

The following conditions are applicable to this policy:

1 Comprehensive Underlying Policy

1.1 You must ensure that The Asset is comprehensively insured for its full Market Value in terms of the Underlying Policy, in particular as at the Date of Loss.

1.2 Where the Underlying Policy is unenforceable, cancelled or for any reason is void or invalid or should be treated as such by the Underlying Insurer, or where it is not comprehensive, this policy does not operate.

2 Conditions Precedent to Liability

We shall have no liability under this policy and You shall not be entitled to be indemnified under this policy unless:

2.1 subject to General Condition 14, the Premium has been received by Us by the Premium Due Date; and

2.2 You comply with the Claims Procedure as set out in General Condition 9.

3 Arbitration

Should any dispute arise between You and Us as to the amount of any claim under this policy, liability having already been admitted by Us for the claim in principle, You may refer such dispute to arbitration within 90 (ninety) Days of the dispute arising in accordance with the Arbitration Act 42 of 1965 (as amended).

4 Time Bar

Where You dispute Our rejection of Your claim or cancellation of this policy, You must make representations to Us within 90 (ninety) Days of the date of Our letter of rejection or cancellation letter. Thereafter, You must take legal action against Us by way of the service of summons on Us within 90 (ninety) Days, failing which You will forfeit Your claim and We will have no liability in terms of such claim.

5 Fraud

If any claim under this policy is in any way fraudulent or if any fraudulent means are used by You or anyone acting on Your behalf to obtain any benefit under this policy or if any of the Events insured against are occasioned by Your intentional act or with Your connivance, all benefits under this policy shall be forfeited and this policy shall be void at Our option.

6 Jurisdiction

This policy is subject to South African law and to the jurisdiction of a South African court.

7 Noting of The Financial Institutions interests

The interests of The Financial Institution in this insurance are hereby noted. Any payment in terms of this policy shall be made to reduce any liability due by You to The Financial Institution in terms of the Credit Agreement and the Financial Institution's receipt shall be an effectual discharge of Our liability.

8 Cooling Off Period

This policy has a cooling off period. This means that the Insured may cancel the policy within fourteen (14) days of receipt of the policy contract, or a reasonable date on which it can be deemed that the Insured received the policy contract. Provided that no benefit under the policy was claimed, the Insurer will refund all

the premiums that have been paid to the Insurer. The policy will be cancelled no later than thirty-one days after the notice of cancellation has been received by the Insurer.

9 Cancellation and refund of Premiums

This policy may be cancelled by You or Us at any time on 31 (thirty one) days written notice. In the case of annual policies, a portion of your Premium will be refunded on a pro rata basis, provided that no claim is pending or has been paid, in which event no Premium shall be refunded.

10 Claims Procedure

On the happening of an Event that may result in a claim under this policy, You shall at Your own expense:

10.1 Notify Us that Your claim in terms of Your Underlying Policy has been settled and within 60 (sixty) Days of the Underlying Policy claim having been settled, submit to Us full details in writing of Your Shortfall claim by means of a claim form;

10.2 Provide Us with such proof, information and affidavits as We require to process the claim;

10.3 Provide Us with and/or authorise Us to obtain a copy of Your Credit Application, Credit Agreement or other agreements between You and The Financial Institution and a statement of Your account with The Financial Institution reflecting a full transaction history; and

10.4 Provide Us with a copy of the signed agreement of loss or Ex Gratia agreement or letter accompanying the Ex Gratia payment, whichever is applicable, between You and the Underlying Insurer.

11 Authority to complete claim forms

If The Asset has been damaged, written-off or stolen during the Period of Insurance and You are unable, refuse, fail or cannot be traced to complete, wholly or partially, a claim form in terms of this policy, a Regional Manager, Credit Manager or Collections Manager of The Financial Institution shall be and is hereby authorised to complete and sign such claim form to the best of his/her knowledge and belief on Your behalf.

12 One Contract

Your application for this policy, the Certificate of Insurance and this policy with any endorsements or amendments together comprises Your insurance contract with Us.

13 Reasonable Precautions

You shall take all reasonable precautions to avoid and to minimise any loss, failing which We shall have no liability under this policy.

14 Prescription

There shall be no liability for any claim under this policy after the lapse of 12 (twelve) months from the Date of Loss unless such claim is the subject of a pending legal action.

15 Period of grace for Premium payment

You shall be entitled to a period of 15 (fifteen) Days from the Premium Due Date in which to pay Your Premium. In the case of monthly policies, this period of grace only applies from the second month of the currency of this policy.

16 Territorial Limits

Cover is limited to Events occurring in the territorial limits as specified in Your Underlying Policy.

17 Termination of Credit Agreement

This policy shall automatically cancel from the date of the termination of the Credit Agreement. You shall thereafter not be entitled to be indemnified for any benefits whatsoever in terms of this policy.

General exceptions

We shall not be liable for:

1 Liability to any passenger or third party whatsoever for loss, damage or personal injury;

2 Any loss of or damage to any goods, materials, possessions or property carried in or on The Asset;

3 Any loss or damage caused, sustained or incurred whilst The Asset is being driven by You or by any other person with Your consent, unless duly and fully licensed to drive The Asset in terms of any applicable legislation, or whilst the concentration of alcohol, howsoever measured, in Your or such person's blood or respiratory system exceeds the statutory limit in force at such time or whilst You or such person is under the influence of alcohol or a drug having a narcotic effect;

4 Any claim arising out of any contractual liability;

- 5 Consequential loss of any nature whatsoever unless specifically provided for in this policy;
- 6 Depreciation, wear and tear, mechanical, electronic or electrical breakdowns, derangement, failures or breakage;
- 7 Any loss arising from under-insurance of The Asset or caused by the accessories of The Asset not being insured;
- 8 Any claim in terms of this policy, unless You have complied with all the policy terms and conditions;
- 9 Any loss or damage arising where there is misrepresentation, nondisclosure or misdescription of any fact or circumstance, whether in connection with:
 - a Your Underlying Policy;
 - b Your Underlying Policy claim;
 - c This policy;
 - d Your claim in terms of this policy;
- 10 More than Our rateable proportion of any loss or claim which is covered under another enforceable insurance policy;
- 11 Any liability, damages, amount or claim which falls within the scope and ambit of any compulsory motor Asset insurance legislation in force at the Date of Loss and applicable in any territory covered by this policy, in particular the Road Accidents Fund Act 56 of 1996 and regulations promulgated thereunder, and any amendments thereto. This exception applies regardless if the applicable legislation fund is unable to or incapable of providing compensation;
- 12 Damages to The Asset which existed prior to the Event (preexisting damage), or loss, damage or liability arising from any other Event unrelated to a particular claim, unless such Event is the subject of a valid claim registered separately and in accordance with the terms and conditions of this policy;
- 13 Loss or damage caused by or resulting from rust, mildew, moth, vermin, insects, any gradually operating cause, processes of dyeing, cleaning or renovating, the action of light or atmospheric conditions, confiscation or detention by any process of law.

General exclusions

The following exclusions are applicable to this policy:

We shall not be liable for:

- 1 **loss of or damage to property related to or caused by:**
 - a civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
 - b war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
 - c
 - 1 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 or
 - 2 insurrection, rebellion or revolution.
 - d any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence.
 - e 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.
 - f any attempt to perform any act referred to in clause (d) or (e) above.
 - g the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (a), (b), (c), (d), (e) and (f) above. If We allege that, by reason of clause (a), (b), (c), (d), (e), (f) and (g) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on You. Notwithstanding any provision of this policy including any exclusion, exception

or extension or other provision not included herein which would otherwise override a general exception, this policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense. For the purpose of this General Exclusion an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof. If the We allege that, by reason of this exclusion, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on You.

2 loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this policy applies.

3 any legal liability, loss, damage, cost, expense, death or bodily injury whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- a ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- b nuclear material, nuclear fission or fusion, nuclear radiation;
- c nuclear explosives or any nuclear weapon;
- d nuclear waste in whatever form; regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

4 a loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising there from;

b any legal liability of whatsoever nature;

c any consequential loss; directly or indirectly caused by or contributed to by or consisting or arising from the incapacity or failure of any computer, correct or at all.

4.1 to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date; or

4.2 to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date; or

4.3 to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes; or

4.4 to capture, save, retain or process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any Trojan horse, time or logic bomb or worm or any other destructive code, media or programme or interference. A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or noncomputer equipment or any software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether it be Your property or not.