



## DEFINITION OF TERMS

**Us/we/our/The Insurer** shall mean Guardrisk Insurance Company Limited.

**You/your/The Insured** shall mean the insured.

**Period of Insurance** – as stated in the Policy Schedule 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.

**Premium Due Date** – in advance, on or before the first working Day of every month for monthly policies, or at the inception date and annual renewal date for annual policies.

**Premium** – as stated in the Policy Schedule or any endorsement issued in terms of this Policy.

**Policy Schedule** – the schedule containing Your details and the details of The Vehicle, Period of Insurance, Premium Payable etc. and updated from time to time at Your request.

**Underlying Policy** – the fully comprehensive enforceable motor vehicle insurance policy and non- motor insurance policy entered into by you with any registered domestic insurance company (“the Underlying Insurer”), which covers The Vehicle against, and obliges the Underlying Insurer to pay, for all possible motor vehicle risks, including theft and hijacking and non-motor risks, occurring at least in the whole of the Republic of South Africa, and in terms of which all suspensive conditions have been fulfilled.

In consideration of the prior payment of the premium by or on behalf of the Insured and the receipt thereof by or on behalf of the Insured and subject to the Exceptions and Conditions of the policy, the Insurer agrees to pay the Benefits as described under the Benefits Section of this policy, covered by, and occurring during the period of the insurance of this policy.

## GENERAL OPERATIVE CLAUSE

This policy and the schedule are the contract between Guardrisk Insurance Company Limited (the Insurer), administered by X'S Sure (Pty) Ltd, and the Insured and other Insured(s), as stated in the schedule. Any application or statement made by the Insured or on his/her behalf will form the basis of this policy and be part thereof.

## CONDITIONS OF THIS POLICY

The policy is subject to the general conditions, exclusions and definitions from the underlying policy (being the Insured's latest insurance policy) unless specifically stated otherwise. Should the underlying Insurer repudiate the Insured's claim for any reason whatsoever, no cover will be in force under this policy.

## GENERAL MATTERS OF IMPORTANCE

- You must be informed of any material change to any information that might affect the terms and conditions of your insurance.
- If the information above was given to you verbally it must be confirmed in writing to you within 31 days.
  - a. If any complaints to the broker or the insurer is not resolved to your satisfaction, you may submit a complaint to the Registrar of short-term insurance
  - b. Polygraph or similar tests are not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating the claim
  - c. If premium is paid by debit order: it may only be in favor of one person and may not be transferred without your approval and the insurer must inform you at least 31 days before the cancellation thereof or of its intention to cancel such debit order in writing.
  - d. The insurer and not the intermediary must give reasons in writing for repudiating your claim
  - e. Your insurer may not cancel your insurance merely by informing your intermediary. The insurer has an obligation to make sure the notice has been sent to you
  - f. You are entitled to a copy of the policy free of charge
  - g. Telephone discussions will be recorded and serve as a record of advice. Records of all discussions will be made available at request.

## GENERAL CONDITIONS

### PERIOD OF INSURANCE

The initial period of insurance is the period from the inception date of the policy to the last day of the calendar month in which the inception date occurs. Thereafter, the period of insurance is equivalent to one calendar month, no matter when the cancellation of the policy takes place during the month.

Should the premiums not be paid on the due date or within 15 working days after the due date, the policy is considered cancelled on the last day of the month for which the premium was received. The due date will be the first day of every calendar month.

### MONTHLY PAYMENT OF PREMIUMS

- The policy is automatically renewed upon receipt of the premium, provided if premium was received on or before the first day of each month, which date it is agreed will be the due date for payment.
- The premium is payable in advance and must be paid on the due date which is the first day of every month.
- If we do not receive your premium by the due date a thirty-one (31) day grace period will be granted by us from such due date and a debit order will be submitted at the beginning of the next month in respect of the unpaid debit order and the premium for the next month. If payment for the double debit is not received, your policy will be cancelled automatically from the original due date.
- Should you have a claim during the grace period of 31 days mentioned above, we will not process the claim until the outstanding premiums have been paid.
- X'S Sure may change the amount of premium payable under this policy at any time by giving you a 31-day written notice in advance.
- Your policy documents reflect the premiums payable, the due date of payment and the frequency of payment (e.g., monthly, or annually). All premiums are inclusive of Value Added Tax at the prescribed.

## ANNUAL POLICIES

- The premium is due and payable on or before inception date or renewal date. We shall not be obliged to accept the premium tendered to us after thirty-one (31) days of inception.
- If we do not receive your premium within thirty-one (31) days after the due date, you will not have any cover and the policy shall lapse automatically from midnight (24H00) on the day before the due date.
- If your insurance policy is cancelled due to non-payment of premiums, then your cover will terminate.
- Your policy documents reflect the premiums payable, the due date of payment and the frequency of payment (e.g., monthly, or annually). All premiums are inclusive of Value Added Tax at the prescribed rate.
- The policy has no surrender value. In the case of an annual premium policy, a pro-rata refund of the premium less any administrative costs will be paid in the event of a policy being cancelled during the period of insurance.

## STOP PAYMENT OF PREMIUMS

- If you place a stop payment on your premium any X'S Sure policy will automatically be cancelled from the date the premium was due to be paid
- The Insurer will not be obliged to accept the premium tendered to the Insurer or to any intermediary after such a date but may do so upon such terms as the Insurer in its sole discretion may determine.
- X'S Sure may change the amount of premium payable under our policies at any time by giving you a 31-day written notice in advance.

## WAITING PERIOD

A 31-day waiting period will apply to all new policies.

## CANCELLATION

The policy or any section thereof may be cancelled by the Insured immediately, or at any time, or by the Insurer giving him/her 31 days' written notice thereof at the last contact address according to the Insurer's records.

**Alterations to and cancellation of an X'S Sure policy will be affected in the following manner:**

- by giving you 31 days written notice (electronically, by fax or by post to your last known address)
- any changes or a cancellation made to the policy will be effective from the time and date agreed to
- if you cancel your policy during the course of an insured month, we will not refund the premiums you have paid for the rest of that month.
- You may request amendments to your policy during the period of the policy. Any such amendments shall be evidenced by the Insurer by issuing an updated policy schedule to the Insured.
- A written endorsement to the policy will be issued to the Insured from the date the Insured advised the Insurer to make these amendments to the policy.

## REINSTATEMENT OF CANCELLED POLICY

If your insurance policy is cancelled due to non-payment of premiums (either your comprehensive cover premium or your Insured Value Product policy premium) then irrespective of your comprehensive policy being reinstated, this Insured Value Product policy will not automatically be reinstated, but may be reissued from the date you requested reinstatement. The limits of indemnity will remain as at the inception of the Insured Value Product.

## COOLING OFF PERIOD

The Insured is entitled to cancel the policy in writing to the administrator within 14 days after the date of receipt of this policy documentation or from the reasonably determined date on which you received your policy documentation. Please note that you may only cancel your policy within 14-days where no benefit has yet been paid or claimed or the event insured against under the policy has not yet occurred. All premiums that were paid up to the date that the administrator receives your written notice of cancellation will be refunded to the Insured, subject to the deduction of the cost of any risk cover the Insured may have enjoyed. Your request for cancellation shall be completed by the administrator by no later than 60 days after the administrator receives the Insured's cancellation notice.

## WHAT MAKES UP A POLICY

Please familiarise yourself with the contents of the following components of your policy:

- Policy documents.
- The terms and conditions of our insurance.
- The policy schedules.
- All correspondence sent to you.
- Any recorded verbal agreements.

## DUTY OF CARE

The Insured must exercise all reasonable precautions for the maintenance and safety of the insured item or property, as well as prevent or minimise loss or damage to it.

## LIMITATIONS AND AMENDMENTS

Limitations and amendments to the policy contract, including inflation and premium adjustments, may be made by the Insurer after giving the Insured 31 days' written notice thereof at his/her last contact/email address according to the Insurer's records.

## EXCESS PAYABLE

Excesses payable by you each time you claim:

- **Basic Excess:** You are required (on your underlying policy) to pay a basic excess each time you lodge a claim.
- **Additional Excesses:** Where applicable you are also required to pay additional excesses stipulated in the policy schedule over and above the basic excess. (Most of these excesses are not covered by this policy).
- **Theft/Hi-Jacking Excesses:** You are required (on your underlying policy) to pay this excess in respect of Theft and/or Hi-Jackings when you lodge a claim.

## FRAUDULENT OR WILFUL ACTS

All rights of indemnity under the policy will be forfeited in the following circumstances:

- If a claim is fraudulent in any respect, or if fraudulent means are used by the Insured, or on his/her behalf, to obtain any benefit under this policy.
- If information in connection with a claim is untrue.

## PRESCRIPTION OR TIME BAR

If the Insurer declines liability for a claim made in terms of this policy or avoids the Insured's policy, representation may be made to the Insurer within a maximum of 90 (ninety) days of the date shown on the letter of rejection or avoidance.

Should you make a representation within the 90-day period, the Insurer has within 45 days of receiving the representation, to notify you of their final decision after reviewing the representation.

If the Insured's dispute is not thereafter resolved with the Insurer, the insured may institute legal action against the Insurer for the enforcement of the claim by serving a summons against the Insurer. Summons must be served on the Insurer within 180 (one hundred and eighty) days of the date of the original letter of rejection or avoidance. If this is not done, the Insured's claim will prescribe, and the Insurer will no longer be liable for the claim.

Alternatively, the Principal Insured may contact:

The Ombudsman for Short-Term Insurance

PO Box 32334

Braamfontein

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Tel: 011 726 8900 | Fax: 011 726 5501

Email: [Info@osti.co.za](mailto:Info@osti.co.za) | Website: [www.osti.co.za](http://www.osti.co.za)

## RECOVERIES OF EXCESSES

When a recovery is made, and the Insurer has already reimbursed the client his/her excess payment, and where the underlying Insurer refunds the excess amount, such refund(s) will be reimbursed to Guardrisk. The Insured will waive his/her rights to the Insurer for such monies recovered under this policy. The same will apply to any recoveries made from third parties in respect of the accident and/or theft/hijacking excess.

## UNDERLYING INSURANCE POLICY

Cover on this policy is subject to the insured having an underlying policy and being comprehensively insured.

**Applicable policies:** House/Office Contents Excess Waiver, All Risk Excess Waiver, Loss of Use, 3 in 1 Product, TyreSure, ExcessSure, ScratchSure, Rim & Tyre Solutions, Insured Value Product, Credit Shortfall, Spare Wheel Cover\*, WindscreenSure, DepositSure, CappedSure, Geyser Excess Waiver.

*\*The insured vehicle(s) must be comprehensively insured. The insured only qualifies for this additional cover should he or she have the excess waiver product on their vehicle/s as insured with the underlying Insurer.*

## OTHER INSURANCE

If a claim payable under an X'S Sure policy is also payable under any other policy, the Insurer will only pay a proportional share of the claim OR if the item for which you lodge a claim with us is covered by more than one insurance policy, we will only pay you for our rateable proportion of the risk.

## JURISDICTION AND CURRENCY

The Insured's policy is valid only within the territorial limits of South Africa, Botswana, Namibia, Lesotho, and Swaziland. All payments will be made in the currency of South Africa. This policy is governed by the laws of South Africa whose courts will have jurisdiction in any dispute under this policy.

## OTHER MATTERS OF IMPORTANCE

1. This policy shall be voidable as a whole if:
  - a. There is any misrepresentation, misdescription or non-disclosure by you. This clause applies to Your Underlying policy; Your Underlying policy claim; this policy or Your claim in terms of this policy. There is a breach of any warranty.
2. You must be informed of any material changes to the information referred to in your policy schedule.
3. If any complaint to the intermediary or insurer is not resolved to your satisfaction, you may submit your complaint to the FAIS Ombud.
4. Polygraph or similar tests are not obligatory, and claims may not be rejected solely on the basis of a failure of such a test.
5. If your premium is paid by debit order, the debit order must be in favour of either the intermediary of the Product Supplier (insurer) and may not be transferred without your approval.
6. The Product Supplier (insurer) must give you 31' days' notice in writing of its intention to cancel your debit order.
7. The Product Supplier (insurer) and not the intermediary must give reasons in writing for the rejection of any claim submitted by you.
8. The Product Supplier (insurer) must give you written notice of its intention to cancel your policy.
9. You are entitled to a copy of your policy free of charge.
10. No decision by us in regard to any matter concerning the policy may be interpreted as a precedent.
11. You may not cede, pledge or otherwise alienate the benefits or the rights to the benefits in terms of the policy and such benefits shall not be subject to any form of execution or judgement and shall not, in the event of insolvency form part of your estate.
12. No waiver of any of the terms, exceptions, conditions or exclusions under this insurance shall be valid unless it has been made in writing by Us and is duly signed by Our authorised representative.

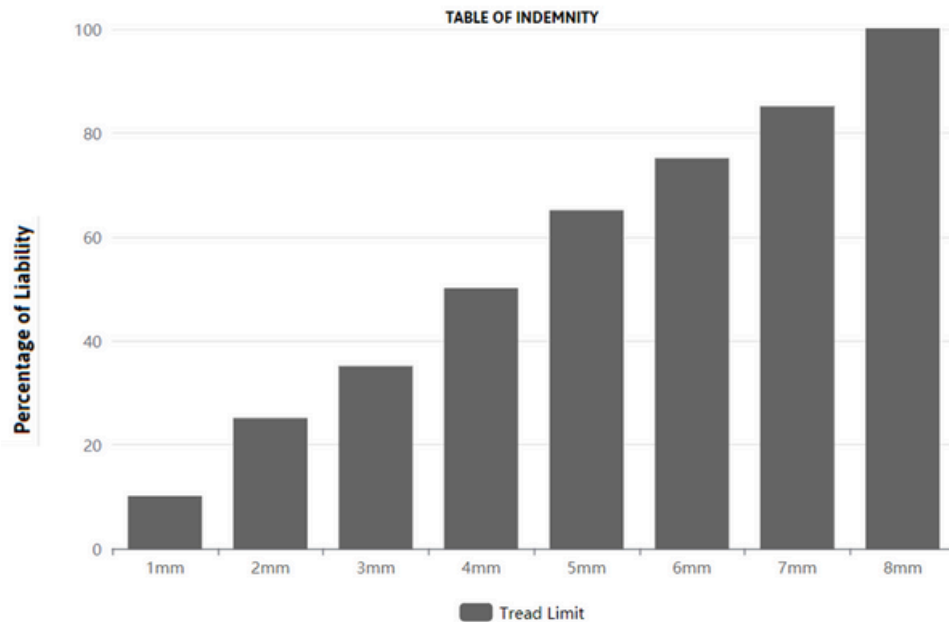
## TYRE TREAD DEFINITIONS

**Applicable policies:** TyreSure, Rim & Tyre Solution, 3 in 1 Product

- **Tyre/s:** Any tyre/s purchased and fitted to an insured vehicle by a reputable tyre franchisee. Photos of damaged to tyre and tread left must be submitted with claim.
- **Reputable Tyre Franchisee:** Any approved X'S Sure fitment centers or mobile units in the country. Please note that all claims, repairs and/or and replacements of rim(s) and/or tyre(s) will only be paid for by this policy, should the client replace his/her damaged rim(s) and/or tyre(s) after first calling the X'S Sure call center on **08600 181 40** to obtain details of X'S Sure's approved fitment centers or mobile units.
- **Insured Events:** In the event of loss caused by an insured event, as stated below, the Insurer will indemnify the Insured against the cost of repair or replacement of rim(s) and/or tyre(s), including valves and balancing. Wheel alignment is for the cost of the client.
- **Accidental Damage:** In the event of damage to a tyre caused by hard braking, cuts, bursts or bumpy roads, the Insurer will, subject to Conditions 5 and 6, indemnify the Insured for the cost of repair or replacement of a tyre/s, including valves and balancing, provided that the indemnity is based on the percentage of unused tread left on the tyre.

Betterment will be applied in the event of a claim on the tyre/s only and the insured will be indemnified according to below:

\*The tread measurement on the tyre should be taken by the fitment center where the replacement is done. The tread measurement should be taken on the area of the tyre with the least tread remaining.



**Applicable to the following policies:** 3 in 1 Product, TyreSure, Rim & Tyre Solutions

Tread Measurement:	Percentage of Liability:	Tread Measurement:	Percentage of Liability:	Tread Measurement:	Percentage of Liability:
1mm	10%	1mm	10%	1mm 1mm	10% 10%
2mm	25%	2mm	20%	2mm 2mm	20% 20%
3mm	35%	3mm	30%	3mm 3mm	30% 25%
4mm	50%	4mm	40%	4mm 4mm	40% 30%
5mm	65%	5mm	50%	5mm 5mm	45% 35%
6mm	75%	6mm	60%	6mm 6mm	50% 40%
7mm	85%	7mm	70%	7mm 7mm	55% 50%
8mm	100%	8mm	80%	8mm 8mm	60% 60%
		9mm	90%	9mm 9mm	70% 70%
		10mm	100%	10mm 10mm	80% 80%
				11mm 11mm	90% 85%
				12mm 12mm	100% 90%
				13mm	95%
				14mm	100%

## CLAIMS

In the case of an event that may result in a claim, the Insured must notify the Insurer thereof within 31 days, as well as provide details of any other policy that covers the same event and supply the Insurer with full details in writing, together with full details of the relevant underlying insurance company insuring the Insured's vehicle(s) at the time. The Insurer can repudiate claims not reported within the 31 days notification period.

**Any event where theft or any other criminal act or loss is involved must be reported to the police immediately. Claims for tyres require a digital/cell phone photo of the tread remaining on the tyre and a digital/cell phone photo of the actual damage on the tyre (the area where actual pothole or damage happened on the tyre).**

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### The Insurer's rights after an occurrence that may lead to a claim:

- In the event of a claim, the Insurer reserves the rights to contact the underlying insurance company to confirm the amounts deducted and to check that all documentation is complete.
- In the event of a dispute or misrepresentation, the underlying insurance company's decision will be final.
- Upon indemnification of the Insured, the Insurer expects the Insured to assist them in every way possible to exercise their right of recourse.

### Fraudulent or willful acts

All rights of indemnity under the policy will be forfeited in the following circumstances:

1. If a claim is fraudulent in any respect, or if fraudulent means are used by the Insured, or on his/her behalf, to obtain any benefit under this policy.
2. If a claim in any way occurs due to a willful act committed by the Insured or with his/her knowledge.
3. Information supplied in connection with a claim is untrue.

## CLAIMS PROCEDURE

1. Broker or client to complete X'S Sure claim form.
2. Broker sends completed claim form, signed AOL, with policy schedule to
  - a. **Ansofie:** [ansofie@xssure.co.za](mailto:ansofie@xssure.co.za), or
  - b. **Yolande:** [yolande@xssure.co.za](mailto:yolande@xssure.co.za)
3. X'S Sure will proceed with payment if all relevant documentation has been received.
4. X'S Sure to verify client on that specific month's premium bordereaux.
5. X'S Sure will upload client on MMX System to register the claim against.
6. Payment will be authorized.
7. Once proof of payment from Insurer group is received, a copy will be mailed to broker.
8. Once all paperwork has been received to verify the claim, payment will be made within 48 hours.

## DEFINED BENEFITS PRODUCT

# ExcessSure

### Insured Events

This policy will reduce or waive the Insured's basic excess and theft and hijacking excess following the occurrence of such an event. This policy is subject to the general conditions, exclusions and definitions from the underlying policy (being the Insured's latest insurance policy covering all his/her vehicle(s) comprehensively) unless specifically stated otherwise. Should the underlying Insurer repudiate the Insured's claim for any reason whatsoever, no cover will be in force under this policy.

### Limit of Indemnity

1. **The Basic Excess:** Covers the amount deducted by the underlying insurance company as per the client's policy schedule and wording.
2. **Theft/Hi-jacking Excess:** Covers the **additional theft and or hi-jacking excess** amount deducted by the underlying insurance company when a claim occurred. The additional claim amount deducted by the underlying Insurer, in respect of the theft and or hi-jacking excess **cannot exceed** double the amount of the **basic excess** above. The entire vehicle must be stolen or hi-jacked for this cover to come into effect. Theft excess = Basic excess + Additional theft excess (this excess amount can only be up to double the basic excess amount). Refer to your policy schedule for the basic excess amount.
3. **Additional 5% THEFT Excess Cover:** Covers the additional 5% THEFT excess cover at an additional premium, iro not fitting a tracking device as per the client's policy schedule and wording.

#### Vehicles excluded from this cover:

- a. Toyota Etios (all models and years)
  - b. Toyota Hilux (all models manufactured from 2006 onward)
  - c. Toyota Fortuner (all models manufactured from 2006 onward)
  - d. Nissan NP200 (all models and years)
  - e. VW Polo (all models manufactured from 2010 onward)
  - f. Ford Ranger (all models manufactured from 2012 onward)
  - g. Toyota Prado (all models manufactured from 2018 onward)
  - h. Toyota Land Cruiser 200 (all models manufactured from 2017 onward)
4. **Windscreen Excess:** Should the cover be selected and stated on the client's policy schedule, Guardrisk will cover the windscreen/motor glass excess as per the premium paid for this cover. This windscreen/motor glass cover is limited to two claims per annum. Refer to cover stated in the client's policy schedule. This policy only covers accidental damage.
  5. **Rand Nil Cover:** Should this cover be selected at an additional monthly premium; the Insurer will pay all claims even when the claim falls within the minimum excess amount as stated on the client's policy schedule. Cover as specified on client's policy schedule.
  6. **Waiting Period:** All new business policies have a 31-day waiting period.
  7. **Additional Excess Options:** Covers up to two additional excesses that the client might be liable for in the event of a claim at an additional premium. These additional excess options are not stand-alone and must be taken with the standard excess waiver cover on the insured vehicle. Our maximum payout will be as per the limit provided on the policy schedule.

8. **When a recovery is made**, the excess amount already paid by Guardrisk to the Insured must be reimbursed by the third-party underwriter(s) to Guardrisk.

**PLEASE NOTE:**

In the event that the stolen or hijacked vehicle is recovered undamaged, and the Insurer has already reimbursed the client his/her excess payment, and where the underlying Insurer refunds the excess amount, such refund(s) will be reimbursed to Guardrisk. The Insured will waive his/her rights to the Insurer for such monies recovered under this policy. The same will apply to any recoveries made from third parties in respect of the accident and/or theft/hijacking excess.

No voluntary-, additional-, penalty-, third party-, radio- or loss of keys excesses are covered by this policy. Guardrisk's liability will only come into effect if the underlying insurer pays the claim. Cover is limited to two claims per annum per vehicle as stated on the client's policy schedule. Guardrisk's total limit of liability in respect of an accident or write off cannot exceed the amount as selected in Basic Excess Structure 1 above.

Guardrisk's total limit of liability in respect of Theft and or Hi-Jacking cannot exceed double the amount as selected in Basic Excess Structure 1 above.

## PRODUCT

# ScratchSure

### Insured Events

Damage to the insured vehicle, as described in the schedule: The Insurer will indemnify the Insured by payment for the repairs carried out by an approved repairer up to the maximum limit as specified on the client's policy schedule for any one claim. Damage is defined as: Scratch, Dent and Chips.

### Exclusions

This policy is subject to the following exclusions and general conditions:  
There will be no cover under this policy in respect of any claim arising from:

1. any damage that cannot be defined as a dent, scratch or chip, as defined in this policy;
2. the replacement of any body panel or part, or where a panel has been ripped, torn or cracked;
3. damage caused by hail;
4. paint that is flaking or cracked;
5. rust;
6. damage to beading or mouldings that cannot be repaired;
7. damage involving lights, lamps of any type, or window panels;
8. damage to the load box of any 4x4 vehicle;
9. any third-party liability;
10. any consequential loss;
11. damage to bins on light commercial vehicles.

## PRODUCT

# 3 in 1

### Insured Events

This policy will pay the Insured's **basic excess** and **theft and hijacking excess** following the occurrence of such an event. Furthermore, this policy also covers the client's **motor glass excess** as well as the client's **vehicle's tyres** against any **accidental damage** claims. The policy is subject to the general conditions, exclusions and definitions from the underlying policy (being the Insured's latest insurance policy covering all his/her vehicle(s) comprehensively) unless specifically stated otherwise. Should the underlying Insurer repudiate the Insured's claim for any reason whatsoever, no cover will be in force under this policy. The Insurer will not be liable to pay any claims as a result of any consequential loss to the vehicle.

### Limit of Indemnity

1. **Basic Excess Structures:** Covers the **basic excess** amount deducted by the underlying insurance company as per the client's policy schedule and wording.
2. **Excess Waiver:** Covers the **additional theft and or hi-jacking excess** amount deducted by the underlying insurance company when a claim occurred. The additional claim amount deducted by the underlying Insurer, in respect of the theft and or hi-jacking excess **cannot exceed** the amount of the **basic excess** above. The entire vehicle must be stolen or hi-jacked for this cover to come into effect. Theft excess = Basic excess + Additional theft excess (this theft/hi-jacking excess amount can only be up to the maximum of double the basic excess amount. Both amounts cannot exceed the maximum amount payable as stated in the client's policy schedule).
3. **WindscreenSure:** Should the cover be selected and stated on the client's policy schedule, Guardrisk will cover the windscreen/motor glass excesses up to a maximum limit as stated on the client's policy schedule. This windscreen/motor and glass cover is limited to two claims per annum. Refers to cover stated in the client's policy schedule.
4. **TyreSure:** In the event of loss caused by an accidental insured event, as stated on the client's policy schedule, the Insurer will indemnify the Insured against the cost of repairs or replacement of tyre/s, including valves and balancing. Refers to cover stated in the client's policy schedule and the premium paid for the chosen cover.

**\*Refer to each product's individual policy wordings in this document, as Excess Waiver, WindscreenSure and TyreSure Cover are collectively covered under this section.**

### PLEASE NOTE:

In the event that the stolen or hijacked vehicle is recovered undamaged, and the Insurer has already reimbursed the client his/her excess payment, and where the underlying Insurer refunds the excess amount, such refund(s) will be reimbursed to Guardrisk. The Insured will waive his/her rights to the Insurer for such monies recovered under this policy. The same will apply to any recoveries made from third parties in respect of the accident and/or theft/hijacking excess.

No voluntary-, additional-, penalty-, third party-, radio- or loss of keys excesses are covered by this policy.

Guardrisk's liability will only come into effect if the underlying insurer pays towards the claim. Guardrisk's total limit of liability in respect of an accident or write off cannot exceed the amount as selected in Basic

Excess Structure one (1) above. Guardrisk's total limit of liability in respect of Theft and or Hi-Jacking cannot exceed double the amount as selected in Basic Excess Structure one (1) above.

## PRODUCT

# WindscreenSure

The policy is subject to the general conditions, exclusions and definitions from the underlying policy (being the Insured's latest insurance policy covering all his/her vehicle(s) comprehensively) unless specifically stated otherwise. Should the underlying Insurer repudiate the Insured's claim for any reason whatsoever, no cover will be in force under this policy.

### Limit of Indemnity

- **Windscreen excesses:** This policy covers windscreen/motor glass excesses up to the amount as stated in the client's policy schedule and the premium paid for the cover. This windscreen/motor glass cover is limited to two claims per annum.
- **Where a recovery is made,** the excess amount paid by X'S Sure to the Insured will be reimbursed by the client.

### Claims

- Limit to two claims per annum.

## PRODUCT

# Spare Wheel Insurance

### Insured Events

This policy will Indemnify the Insured against theft of his/her spare wheel from the insured vehicle up to the amount as specified on the client's policy schedule.

### What is **not** covered:

- ✓ Voluntary, penalty or additional excesses
- ✓ Third party claims
- ✓ Chips, dents and scratches

### Limit of Indemnity:

- **Maximum liability to X'S Sure:** This policy will cover the claim amount as per the amount stated and selected as per the client's policy schedule, subject to payment of the premium for the cover selected. **This policy can only be taken if the Insured took an Excess Waiver on the same vehicle.**

## PRODUCT

# TyreSure

### Insured Events

- In the event of accidental damage to any tyre(s) purchased and fitted to an insured vehicle by a reputable tyre franchisee the Insurer will indemnify the Insured for the cost of repair or replacement
- The Cost of valves and balancing at the time of replacement.
- Accidental damage caused to tyre(s) by hard braking, cuts, bursts, bumpy roads or potholes.

### What is **not** covered by TyreSure

- Malicious or self-inflicted damage.
- Tyre(s) on all fee-paying transporting vehicles.
- Damage caused by safety devices built into or fitted in the tyre(s).
- Tyre(s) that have a tread depth of less than 1mm at any point.
- Damage to tyre(s) fitted to a vehicle used for racing, pace setting, speed testing, reliability trials, hire or reward, off-road activities, dispatch, or courier services, or driving institutions.
- Damage caused by or resulting from an accident involving the motor vehicle on which the tyre(s) were fitted.
- Damage resulting from misaligned and wheel balancing.
- Damage to re-treads, i.e., tyre(s) that have been refitted with rubber re-treads.
- Damage to second-hand tyres
- Damage covered under a supplier or manufacturer's warranty or guarantee period.
- Damage from, or any liability arising from faulty manufacturing or fitment.
- Damage to the vehicle resulting from an event covered by this policy.
- Damage to rims, mags or any safety devices fitted on or in the tyre(s).
- Damage or liability to third parties, or third-party property damage.
- Damage caused by nuclear substances or activity.
- Damage insured or insurable by a SASRIA policy.
- Damage caused by any act of terrorism.
- Theft of tyre(s).

### Limit of Indemnity

- **Maximum liability to Guardrisk/X'S Sure:** Guardrisk/X'S Sure will indemnify the Insured as per the original amount on his/her invoice relating to the purchase of tyre/s, **less any wear and tear on the tyre(s)** at the time of a claim. This policy will cover the claim as per the amount stated on the client's policy schedule and the premium paid for the cover. This policy will cover a maximum of two (2) damaged tyres, per event.
- **Betterment:** In the event of a claim, where the repair or replacement requires new or exchange units which, in our opinion, are in excess of what is necessary to make good the repair, then the difference in cost will be met by you, and the insured will be indemnified according to the table of indemnity on Page 7.

- **Claims limitation:** This policy will cover a maximum of two (2) damaged tyres, per event and is limited to two events/claims per annum.
- **TyreSure optional extra cover:** The client hit a pothole and damage or burst tyre/s, this policy will cover the opposite Tyre/s of the damaged tyre/s up to the limit selected as per the client's policy schedule. Betterment will still apply on the undamaged tyre/s. Should the premium not be paid, X'S Sure will not be liable for any claims on the opposite tyre/s

## PRODUCT

# All Risk Excess Waiver (Specified)

### Insured Events

The excess amount payable under the Specified All Risk section on the underlying insurance policy up to the maximum amount as selected by the client on his/her policy schedule.

### What is **not** covered by All Risks Excess Waiver:

- Any excess under any other section of the underlying insurance policy.
- Excess applicable to cell phones, iPads and Tablets are excluded from this cover.

### Limit of Indemnity:

- **Maximum liability to X'S Sure:** X'S Sure will indemnify the Insured for the excess payable under the All Risk section of his/her underlying insurance policy in the event of a claim.
- This policy will cover the claim up to the maximum amount as selected by the client on the policy schedule and the premium paid for this cover.

## PRODUCT

# Loss of Use

### Insured Events

The cost of hiring a replacement vehicle while the insured vehicle (on the underlying insurance policy) is being repaired or replaced after being damaged by an insured event.

### What is **not** covered by Loss of use:

- Any damage to the rented vehicle;
- Any amount exceeding the limit chosen by the client at the time of the accident;
- Only applicable to vehicles comprehensively insured and written off, Theft and/or Hi-Jacking of vehicle;
- Costs for renting a vehicle for any period exceeding the period as chosen by the client;
- Any other costs.
- 

### Limit of Indemnity

- **X'S Sure will pay the hired vehicle supplier** as per the amounts selected by the client on the policy schedule. No payments will be made to the client. The client has a choice of R2,500, R3,500 or R5,000 per week and a period of 2 to 4 weeks.

## PRODUCT

# Rim&Tyre Solutions

### Insured Events

Covers any rim(s) and tyre(s) purchased and fitted to an insured vehicle by a reputable and X'S Sure approved rim and tyre franchisee or new motor vehicle dealership(s).

- **Accidental Damage:** In the event of damage to rim(s) and tyre(s) caused by hard braking, cuts, bursts, potholes or bumpy roads, the Insurer will indemnify the Insured for the cost of repair or replacement of rim(s) and/or tyre(s), including valves and balancing, provided that the indemnity is based on the percentage of unused tread left on the tyre.

### Limit of Indemnity

- **Guardrisk will indemnify the Insured** as per the original amount on his/her invoice relating to the purchase of rim(s) and tyre(s), less any wear and tear on the tyre/s at the time of a claim. Each and every claim will be limited to the maximum amount chosen by the client and the premium paid as stated on the client's policy schedule. This policy is limited to two claims per annum. All claims must be reported to the X'S Sure call center on 08600 181 40. Authorisation for replacement must be received before any replacement of damaged rim(s) and tyre(s) are done. No claim(s) will be paid if the client replaces rim(s) and/or tyre(s) without authorisation from X'S Sure Call Centre.
- **Rim and Tyre Optional extra cover:** The client hit a pothole and damage or burst tyre/s and / or rim/s, this policy will cover the opposite Tyre/s and / or rim/s of the damaged tyre/s and / or rim/s up to the limit selected as per the client's policy schedule. Betterment will still apply on the undamaged tyre/s. Should the premium not be paid, X'S Sure will not be liable for any claims on the opposite tyre/s and / or rim/s .

### Exclusions

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

1. to tyres on all fee-paying transporting vehicles;
2. caused by safety devices built into or fitted in the tyre(s);
3. caused to the tyre(s) by safety devices, or built-in safety mechanisms;
4. to tyres that have a tread depth of less than 1mm at any point;
5. to tyres fitted to a vehicle used for racing, pace setting, speed testing, reliability trials, hire or reward, off-road activities, dispatch or courier services, or driving tuition;
6. caused by or resulting from an accident involving the motor vehicle on which the tyres were fitted;
7. resulting from misaligned wheel balance;
8. to retreads, i.e., tyres that have been refitted with rubber retreads;
9. covered under a supplier or manufacturer's warranty or guarantee period;

10. from, or any liability arising from faulty manufacturing or fitment;
11. to the vehicle resulting from an event covered by this policy;
12. or liability to third parties, or third-party property damage;
13. caused by nuclear substances or activity;

***The Insurer will not be liable to pay any claims as a result of any consequential loss to the vehicle.***

## Claims

- The Insurer will credit the Insured the net price of an equivalent new rim(s) and/ tyre(s) **when rim(s) and/or tyre(s) become irreparably damaged** on a maintained South African road as a result of a cut, bruise, impact break or pothole, excluding cosmetic, chemical or atmospheric damages. This must be purchased from and fitted at any approved X'S Sure rim and tyre fitment center or mobile unit. Please note that a 31- day waiting period is applicable (from inception). Limit to two claims per annum.
- **When claiming, we would need the following:** A digital/cell phone photo of tread remaining on tyre and digital/cell phone photo of the actual damaged to the rim(s) and/or tyre(s) (the place where actual pothole or damaged happened on the tyre). You can email the photo/s to: [ansofie@xssure.co.za](mailto:ansofie@xssure.co.za) or [yolande@xssure.co.za](mailto:yolande@xssure.co.za)
- **All claims must be reported to the X'S Sure call center** on 08600 181 40 before any replacement of damaged tyre(s) may be done. No claim(s) will be paid if the client replaces tyre(s) without authorisation from X'S Sure.
- **Claims limitation:** This policy will cover a maximum of two (2) damaged tyres and/or rims, per event and is limited to two events/claims per annum.

## PRODUCT

# GeyserSure Excess Waiver

### Insured Events

This policy will reimburse the Insured for basic excess deducted by the underlying Insurer following the occurrence of a geyser claim. The policy is subject to the general conditions, exclusions and definitions from the underlying policy (being the Insured's latest insurance policy covering all his/her geyser/s comprehensively) unless specifically stated otherwise. Should the underlying Insurer repudiate the Insured's claim for any reason whatsoever, no cover will be in force under this policy.

### Limit of Indemnity

**The basic excess:** Covers the amount deducted by the underlying insurance company as per the client's policy schedule and wording.

## PRODUCT

# GeyserSure Replacement

### Insured Events

The Insured's existing geyser will be replaced with a SABS approved geyser in the case of an event giving rise to a claim.

**Definition an event:** the bursting of the geyser or water tank.

### Limit of Indemnity

Old for new will apply, and the cover is on an all-risk basis. The limit of indemnity is as per the client's policy schedule.

Should the geyser not be replaced by X'S Sure, or the call center was not contacted for the replacement of the geyser, the claim amount is limited to R8,000 for 150-litre, R9,500 for 200-litre, and R15,000 for 250-litre.

### PLEASE NOTE:

This policy does not cover heat pumps or solar panels. These products must be more specifically insured with the underlying policy with your insurer and the appropriate premiums must be paid for this cover. This policy only covers standard 150L, 200L and 250L geysers.

This policy may have an excess payable by the Insured on each and every claim, as per the specified amount indicated in his/her policy schedule.

All warranties, guarantees and maintenance agreements on the geyser will cease, should this policy be cancelled with X'S Sure (Pty) Ltd.

Claims must be reported to the 24-hour call center

### Limit of Maintenance

The 24hour call center will assist the claim and will action the claim as soon as a plumber can be located. PLUMBERS do NOT WORK 24 hours so please be reasonable with call center agents. They will appoint a plumber as soon as we can get hold of one.

The maximum limit of liability payable by X'S Sure in respect of maintenance per annum per policy is R2,000.

## PRODUCT

# House/Office Contents Excess Waiver

### Insured Events

The excess amount payable under the House- /Office Contents section on the underlying insurance policy up to the maximum amount as selected by the client on his/her policy schedule. Power Surge can also be covered as an additional cover, at an additional premium, to the House/Office Contents excesses.

### What is **not** covered by House- /Office Contents Excess Waiver:

Any excess under any other section of the underlying insurance policy.

### Limit of Indemnity:

- **Maximum liability to X'S Sure:** X'S Sure will indemnify the Insured for the excess payable under the House- /Office Contents section of his/her underlying insurance policy in the event of a claim. This policy will cover the excess up to the maximum amount as selected by the client on the policy schedule and the premium paid for this cover.

## PRODUCT

# Home Owners/Buildings Excess Waiver

### Insured Events

The excess amount payable under the Home Owners/Buildings section on the underlying insurance policy up to the maximum amount as selected by the client on his/her policy schedule.

The excess paid in respect of Fire and allied perils claims are covered under this policy but excludes the excess paid for power surge claims.

Excess paid on power surge can also be covered as an additional cover, at an additional premium,

### What is **not** covered by Home Owners/Buildings Excess Waiver:

Any excess under any other section of the underlying insurance policy. All geyser replacements or maintenance amounts.

### Limit of Indemnity:

- **Maximum liability to X'S Sure:** X'S Sure will indemnify the Insured for the excess payable under the Home Owners/Buildings section of his/her underlying insurance policy in the event of a claim. This policy will cover the claim up to the maximum amount as selected by the client on the policy schedule and the premium paid for this cover.

## PRODUCT

# CappedSure

### Insured Events

Any basic excess on the client's underlying Insurance Policy. The policy is subject to the general conditions, and exclusions on the underlying policy (being the Insured's latest insurance policy covering all his/her assets comprehensively) unless specifically stated otherwise. Should the underlying Insurer repudiate the Insured's claim for any reason whatsoever, no cover will be in force under this policy.

The policy does not cover excess paid Cellphones, iPads & Tablets, Voluntary excesses, Penalty excesses and Additional excesses.

### Period of insurance

- The initial period of insurance is the period from the inception date of the policy to the last day of the calendar month in which the inception date occurs. There is a 31-day waiting period on all new business. This is an annual policy paid monthly. No matter when the claim/s occurs or when the excess limit selected by the client is reached, cancellation of this policy and not paying the outstanding annual premium will result in the blacklisting of the client.

### Fixed Annual Excess Limits Covered by this Policy:

**Option R 5,000 per annum covered per policy.**

**Option R 10,000 per annum covered per policy.**

**Option R 15,000 per annum covered per policy.**

**Option R 20,000 per annum covered per policy.**

**Option R 25,000 per annum covered per policy.**

**Option R 30,000 per annum covered per policy.**

### PLEASE NOTE:

If the stolen or hijacked vehicle is recovered undamaged, and the Insurer has already reimbursed the client his/her excess and the underlying Insurer refunds the excess, such refund(s) will be reimbursed to Guardrisk. The Insured will waive his/her rights to Guardrisk for such monies recovered under this policy. The same will apply to any recoveries made from third parties in respect of this policy.

No cell phone-, iPad-, Tablet-, voluntary-, additional-, penalty-, third party excesses are covered by this policy.

Guardrisk's liability will only come into effect if the underlying insurer pays the claim. Cover is limited to cover selected by client as shown in the client's policy schedule and subject to payment of the premium

## PRODUCT

### Lightning and Power Surges

This policy will cover the claim up to the maximum amount as selected by the client on the policy schedule and the premium paid for this cover.

This cover must be insured separately from the basic excess on this section of the policy. This cover can only be taken if the basic excess under Homeowners/Building or House Contents/Office Contents Section was selected by the client.

## PRODUCT

### Credit Shortfall

#### Insured Events

Where the Vehicle is stolen and not recovered or damaged beyond economical 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:

either, the Statutory Settlement Balance as defined, less:

1. the Excess payable by you in terms of the Underlying Policy;
  2. the amount paid by the Underlying Insurer, whether by way of an agreed or Ex Gratia settlement shall be deemed never to be less than the Market Value as defined under this policy;
  3. amounts deducted by the Underlying Insurer which is not covered in terms of the Underlying Policy; such as but not limited to, Premium refunds, towing, salvage and release fees which may create a short payment from your Underlying Insurer and is not covered in terms of the benefits of this policy.
  4. any amount refundable to you in terms of the Credit Agreement as at the Date of Loss by way of, but not limited to, inter alia insurance premiums, including short-term, credit life or motor warranty premiums; and
  5. any further or additional amounts added to the principal debt in terms of the Credit Agreement after its date of commencement, and any finance charges and interest thereon;
- (or We will pay the Maximum Indemnity, whichever is the greater.)

## DEFINITIONS

**Business Day** – any day other than a Saturday, Sunday or Public Holiday in South Africa.

**Credit Agreement** – an enforceable credit agreement as defined in the National Credit Act 34 of 2005 (as amended or substituted) entered into by you with the Credit Provider in respect of the Vehicle.

**Credit Provider** – the credit grantor, being a registered Credit Provider whose interest in The Vehicle forms the subject matter of the Credit Agreement and is noted in this policy.

**Date of Loss** – the date upon which the damage to or loss of The Vehicle occurs, this date must fall within the Period of Insurance.

**Date of Occurrence** – the date on which Your account with The Credit Provider is credited with the payment from the Underlying Insurer in settlement of Your claim in terms of Your Underlying Policy.

**Event** – the event which gave rise to Your claim in terms of the Underlying Policy.

**Excess** – an amount to be borne by You in respect of each and every claim in terms of the Underlying Policy.

**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.

**Market Value** – the average of the recommended retail value and trade price of The Vehicle (including its extras and accessories as specified in the Policy Schedule) as at the Date of Loss, determined by that month's issue of the "Auto Dealer's Guide" published by TransUnion Auto Information Solution (Pty) Ltd, and adjusted according to the average "Kilometre and Condition Chart" contained in the Guide. Where the particular make and model of The Vehicle are not reflected in the "Auto Dealer's Guide" or "Auto Dealer's Guide for Cars Over 10 Years Old" or "Commercial Vehicle Dealers' Guide" then the average value given for The Vehicle by three independent motor industry sources of Our choice will be used as the market Value of The Vehicle.

**Maximum Indemnity** – the lesser between the Sum Insured and the Market Value of The Vehicle, provided that this value is greater than the Statutory Settlement Balance. Should the lesser between the Sum Insurer and the Market Value be less than the Statutory Settlement Balance, then the Statutory Settlement Balance will be the Maximum Indemnity. The Maximum Indemnity is limited to a maximum of R 100,000.00 (one hundred thousand rand).

**Statutory Settlement Balance** – the amount due by You as at the Date of Loss which would settle Your outstanding liability to The Credit Provider in terms of the Credit Agreement and entitle You to retain The Vehicle unencumbered. This amount excludes any arrear instalments due, interest and/or finance charges on such arrear instalments and any early settlement penalties.

**Sum Insured** – the value of The Vehicle specified by You in the Policy Schedule at the time of Your application for this policy as being the applicable value of The Vehicle at that time, including its extras and accessories (whether factory-fitted or added subsequently) and VAT, which value should be updated from time to time at your instance.

**The Vehicle** – the vehicle described in the Policy Schedule and is restricted to motor vehicles with a gross vehicle mass of not more than 4 500 kg (four thousand five hundred kilograms) but specifically excluding:

- any vehicle used as a courier service;
- any vehicle used as a taxi or to transport passengers for reward or is hired out of reward
- any vehicle modified for commercial purposes (such as but not limited to emergency and towing vehicles);
- any vehicle used as an armed reaction vehicle;
- quad bikes or off-road motorcycles.

### Conditions of Cover

1. If the Sum Insured stated in the Policy Schedule and the Premium paid to Us is incorrect, the benefit will be adjusted accordingly. There shall be no liability for any claim under this policy after the lapse of twelve
2. (12) months from the Date of Occurrence unless such claim is the subject of a pending legal action. You must ensure that The Vehicle is comprehensively insured for its full Market Value in terms of the
3. Underlying Policy in particular as at the Date of Loss. If The Vehicle is not the subject of an enforceable fully comprehensive Underlying Policy, then this policy does not operate. Ensure that all Your Vehicle extras are insured. We will not be liable to pay any amounts deducted by the Underlying Insurer for extras
4. (such as tow bars, canopies, mag wheels etc.,) which were not specified in Your Underlying Policy. 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 fully comprehensive, this policy does not operate. Where the Underlying Insurer has rejected liability for a claim in terms of the Underlying Policy and the
5. Underlying Policy has not been cancelled, voided or avoided, but the Underlying Insurer has made you an Ex Gratia payment, any cover in terms of this policy shall be limited to the difference between the Statutory Settlement Balance and the Market Value.
6. You shall use your best endeavours to obtain a full indemnity in terms of your Underlying Policy including the institution of legal proceedings against the Underlying Insurer to enforce your rights in terms of the Underlying Policy.  
You must notify Us of the rejection of your claim in terms of the Underlying Policy within the time specified
7. in this policy, notwithstanding that such claim may be subject of pending legal action and advise Us of the status of such legal action from time to time.  
The interests of The Credit Provider in this insurance are hereby noted. Any payment in terms of this policy
8. shall be made first to reduce any liability due by you to The Credit Provider in terms of the Credit Agreement and their receipt shall be an effectual discharge of Our liability.  
This policy will terminate from date of the termination of the Credit Agreement. You shall then not be
9. entitled to be indemnified for any benefits whatsoever in terms of this policy and the onus lies with You to inform Us of the date of the termination of the Credit Agreement.
- 10.

### Specific Exceptions

We shall not be liable for:

1. Liability to any passenger or third party whatsoever for loss, damage or personal injury; Any loss of or
2. damage to any goods, materials, possessions or property carried in or on The Vehicle; Any loss, damage or
3. liability caused, sustained or incurred whilst The Vehicle is being driven by you or by any other person with your consent, unless duly and fully licensed to drive The Vehicle in terms of any applicable legislation, or alternatively whilst the Vehicle is being driven by a person who has a learner's drivers' licence whilst not complying with the laws relating to learners; Any loss, damage or liability caused,
4. sustained or incurred whilst The Vehicle is being driven by you or by any other person with your consent; whilst you or such person is under the influence of alcohol or a drug having a narcotic effect;

5. Depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakage; Any liability,
6. damages, amount or claim which falls within the scope and ambit of any compulsory motor vehicle 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 or replacement thereof. This exemption applies regardless of if the applicable legislation fund is unable to or incapable of providing compensation; Damage to The Vehicle which
7. existed prior to the Event (Pre-existing 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. Any loss or damage arising where you reside or carry on business outside the Republic of South Africa, in which case this policy shall be deemed to be
8. void from inception and the Premium refunded; More than our rateable proportion of any loss or claim which is covered under another enforceable insurance policy;
- 9.

### Claims Procedure

1. Upon the occurrence of an insured event notify Us immediately that Your claim in terms of your Underlying Policy has been settled and within 60 (sixty) Days of the Date of Occurrence, submit to Us full details in writing of Your Shortfall claim. The following documentation is required for the processing of the claim:
2.
  - i. Completed claim form;
  - ii. A copy of the Credit Agreement between yourself and the Credit Provider;
  - iii. A statement of Your account with the Credit Provider reflecting the full transaction history;
  - iv. A copy of the signed agreement of loss or Ex Gratia agreement or the letter accompanying the Ex Gratia payment between you and the Underlying Insurer;
  - v. We reserve the right to request any further documentation required in order to assess the validity of the claim.
3. If The Vehicle 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 Manager of the Credit Provider 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.

## PRODUCT

# Insured Value Product

### Insured Events

In the event that your vehicle is a total loss (stolen, hi-jacked or written off), we shall settle your claim as follows:

- 1.1 **If the vehicle is financed**, we shall pay your financial institution (any balance left over will be paid to you) the higher of:
  - a. The outstanding balance that you owe as at the date of loss; or
  - b. Retail value as at the inception date of this Insured Value Product policy;
    - 1.1.1 less the retail value as at the date of loss;
    - 1.1.2 less any excesses under this Insured's Underlying Policy.
- 1.2 **If the vehicle is not financed**, we shall pay you the inception value: less,
  - 1.2.1. the retail value as at the date of loss,
  - 1.2.2. any excesses under this Insured's Underlying Policy.

### DEFINITION OF TERMS

**Inception value** shall be the retail value as at the inception of the Insured Value Product policy with us

**Retail value** shall be determined as per the publication of the Mead & Mc Grouther Auto Dealers Digest

**Outstanding balance** refers to the outstanding balance that you owe a financial institution as at the date of loss – less any:

- (i) Overdue instalments and arrear interests as at the date of loss
- (ii) Rebates you would have been entitled to had you settled the loan as at the date of loss
- (iii) Refunds due to you or the financial institutions

This policy will **not** follow the underlying Insurance Policy renewal date. This policy will have its own inception date with its own renewal date. The only time the underlying policy and this policy will have the same renewal date is when the vehicle insurance and policy were issued on the same date.

- The vehicle Insured under this policy must be fully comprehensive insured (including theft and hi-jacking) by a registered Insurance Company in South Africa.
- Vehicles shall be restricted to either a code 1 or 2 as per the applicable Road Traffic Regulations in South Africa.
- If the underlying policy is cancelled and replaced by another policy or Insurer, the client **must** declare this to the Insurer for re-rating of this policy.
- Any policy transferred from any other Insurer to X'S Sure where this policy reached its cancellation date **must** be referred to X'S Sure for re-rating of this policy.
- **Insured Value Product policy does not pay:**
  - (i) if your underlying comprehensive insurance is repudiated or rejected
  - (ii) if your underlying comprehensive policy is voided or cancelled

For any amounts payable by you in respect of the underlying comprehensive insurance and this insurance policy (including, but not limited to outstanding premiums and the excess amounts applicable).

### Limit of Indemnity

- **The maximum limit of liability** by this policy is R250,000 any one claim.

### Specific terms and conditions

The Insured MUST at all times have a fully comprehensive motor policy in force with the underlying Insurance Company covering the vehicle for the full market value.

### Termination Date

This policy is limited to a 5-year contract. Once this policy expires after 5-years, the client will be allowed to renew this policy with the Sum Insured adjusted to the latest Mead & McGrouther Retail Values at that time.

### Exclusions

- Any amount more than our **maximum indemnity limit** of R250,000 any one claim.
- fraudulent claims
- loss, damage, or injury arising out of deliberate acts by you or a member of your household or anybody who acts on your behalf or with your knowledge or approval.
- This policy is limited to a 5-year contract. Once this policy expires after 5-years, the client will be allowed to renew this policy with the Sum Insured adjusted to the latest Mead & McGrouther Retail Values at that time.
- Any policy transferred from any other Insurer to X'S Sure where this policy reached its cancellation date. These policies **MUST** be referred to X'S Sure for additional underwriting and adjustment of the Sum Insured.

## GENERAL EXCEPTIONS

1. This policy does not cover loss of or damage to property related to or caused by:
  - i. Civil commotion, labour disturbances, riot strike, lockout or public disorder or any act or activity which is calculated or directed to bring about such events.
  - ii. Any event which is not work related as defined by the Labour Relations Act and shall include secondary strikes, mutiny, military rising, military or usurped power, insurrection, rebellion, revolution, 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.
  - iii. Any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence the State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence.
  - iv. 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 the State or Government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof.
  - v. Any attempt to perform any act as referred to in clause i, ii, iii, and/or iv above.
2. Notwithstanding any provision of this policy including any exclusion, exception or extension, this policy does not cover bodily injury 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 bodily injury.
  - i. For the purpose of this exception 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 organization or government, committed for political, religious, personal or ideological reasons or purpose 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.
3. Consequential loss of any description or delay.

## DISCLOSURE NOTICE

### CONFLICT OF INTEREST

In terms of the FAIS Act 37 of 2002 and have not identified any actual or potential conflicts of interest, either ownership interest, financial interest, third party relationships, associates or distribution channels as defined. A conflict-of-interest management policy is available to clients upon request.

### FEES

X'S Sure administration fee 20%, Guardrisk management fee 2,75%, Broker fee 12,5% motor, 20% non-motor

### POPIA

#### **Processing of personal information in terms of the protection of personal information act 4 of 2013.**

Your privacy is of utmost importance to the Administrator/Insurer. We will take the necessary measures to ensure that any and all information, including Personal Information (as defined in the Protection of Personal Information Act 4 of 2013) provided by you or which is collected from you is processed in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 and further, is stored in a safe and secure manner.

You hereby agree to give honest, accurate and up-to-date Personal Information and to maintain and update such information when necessary.

**You accept that your Personal Information collected by the Administrator/Insurer may be used for the following reasons:**

1. to establish and verify your identity in terms of the Applicable Laws;
2. to enable the Administrator/Insurer to fulfil its obligations in terms of this Policy;
3. to enable the Administrator/Insurer to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws; and
4. reporting to the relevant Regulatory Authority/Body, in terms of the Applicable Laws.

You acknowledge that any Personal Information supplied to the Administrator/Insurer in terms of this Policy is provided according to the Applicable Laws.

### WARNING

- Do not sign any blank or partially completed application form!
- Complete all forms in ink.
- Keep all documents handed to you.
- Make notes of what was said.
- Ask for a letter of representation from your adviser.
- Do not feel pressurised into buying the product.
- Incorrect or non-disclosure of information may result in the repudiation of claims.

**INSURER DETAILS:**

**Underwritten by Guardrisk Insurance Company Limited. An Authorised Financial Services Provider. FSP No. 75.**

The Marc  
Tower 2  
Rivonia Road  
SANDTON  
2196

**Administered by X'S Sure (Pty) Ltd. An Authorised Financial Service Provider. FSP No. 21101.**

48 Sterling Road  
Samrand Business Park  
Kosmosdal EXT 12  
0157

## SHARING OF INSURANCE INFORMATION

Insurers share information with each other regarding policies and claims with a view to prevent fraudulent claims and obtain material information regarding the assessment of risks proposed for insurance. By reducing the incidents of fraud and assessing risks fairly, future premium increases may be limited. This is done in the public interest and in the interest of all current and potential policyholders.

The sharing of information includes, but is not limited to information sharing via the Information Data Sharing System operated by TransUnion ITC on behalf of the South African Insurance Association. By the insurer accepting or renewing this insurance, you or any other person that is represented herein, gives consent to the said information being disclosed to any other insurance company or its agent.

You also similarly give consent to the sharing of information regarding past insurance policies and claims that you have made. You also acknowledge that information provided by yourself, or your representative may be verified against any legally recognized sources or databases. By insuring or renewing your insurance you hereby not only consent to such information sharing, but also waive any rights of confidentiality with regards to underwriting or claims information that you have provided or that has been provided by another person on your behalf.

In the event of a claim, the information you have supplied with your application together with the information you supply in relation to the claim, will be included on the system and made available to other insurers participating in the Information Data Sharing System.

## WAIVER OF RIGHTS

The General Code of Conduct stipulates that no financial services provider may request or induce in any manner a client to waive any right or benefit conferred on the client by/or in terms of any provisions of the said Code, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.

## COMPLAINTS HANDLING PROCEDURE

FAIS Act; Policyholders are entitled to the following information Complaints Handling Procedure:

### **STEP 1: Complaint submitted to complaints coordinator:**

- Complaint form to be completed by client (document can be downloaded or completed and submitted to X'S Sure (Pty) Ltd.
- Completed document must be sent to X'S Sure by the following mediums:
  - Email: **ronel@xssure.co.za**; or
  - Post: Attention Complaints Co-Ordinator, PO Box 51165, WIERDA PARK, 0157
- Once a complaint is lodged, the focus is on the quick and fair resolution of the complaint.
- In order to keep the client informed, and the complaints register constantly up to date, feedback must be given to the complainant on an ongoing basis by the Complaints Co-Ordinator.
- In accordance with legislation and insurance laws, we have six (6) weeks from the date of the initial log to resolve the dispute. If the dispute is not resolved in that period, the client may approach the Ombudsman.
- Claim is captured into complaints register.
- Co-Ordinator sends complaint to relevant department manager.
- Daily feedback sent to complaints coordinator and the client.
- If claim is not resolved to the client's satisfaction within five (5) working days, the claim is escalated to department Director.

### **STEP 2: Complaint sent to Complaints Director:**

- Director to be supplied with all necessary supporting documentation.
- Director to investigate the matter.
- If required, the matter will be referred and discussed in weekly claims/complaints meetings.
- Director to finalize feedback within a maximum of two (2) weeks.

### **STEP 3: Key Individual:**

- The Key Individual of a Financial Services Provider (FSP) is ultimately responsible for the correct procedures being followed throughout any dealings between a client and an FSP. If the complaint has not been resolved to the client's satisfaction or the Complaint has not been attended to within one (1) week by the department director or two (2) weeks from initial date, the complaint handler will email the complaint to our key individual who will address the complaint urgently.
  - Email: **danny@xssure.co.za**

**STEP 4: Compliance Officer**

- The compliance officer is our external compliance officer who monitors X'S Sure's compliance regarding legislation and the laws within this legislation. We have an external compliance officer who we believe gives us a more holistic overview as opposed to an internal compliance officer.
- Once the Key Individual has looked at the complaint, and the client is still not happy with the outcome of their complaint, all documentation will be sent to our external compliance officer for consideration and suggestion on an outcome/resolution.

JOHANN BOSHOF  
**SYNCERUS CONSULTING**  
COMPLIANCE PRACTICE CO1  
012 346 3820 | 012 346 3926  
[johann@syncerus.co.za](mailto:johann@syncerus.co.za)

If you, as the customer, are still not satisfied with the outcome, or you are not happy with the time it has taken us to respond, you may refer the matter to the Ombudsman for short term insurance or the FAIS Ombudsman. The Office of the Ombudsman for Short-Term Insurance provides consumers with a free, efficient, and fair dispute resolution mechanism. It offers consumers a "no risk" mechanism to resolve disputes with insurers/FSP's in short-term insurance claims related problems which are not resolved to your satisfaction.

**0860 726 890**

**011 726 5501**

**[info@osti.co.za](mailto:info@osti.co.za)**

**[www.osti.co.za](http://www.osti.co.za)**

You may submit complaints to the FAIS Ombudsman, if the intermediary/insurer/FSP was not able to resolve your complaint about a Financial Services product purchased, varied, replaced or terminated.

**012 470 9080**

**0860 32 47 66**

**[info@faisombud.co.za](mailto:info@faisombud.co.za)**

**[faisombud.co.za](http://faisombud.co.za)**