



General Operative Clause

This policy and the schedule are the contract between the Guardrisk Insurance Company Limited (the Insurer), administered by Scratch-Sure, a division of X'S Sure (Pty) Ltd, and the Insured, as stated in the schedule.

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 Insurer, the Insurer will indemnify the Insured, subject to the terms, exclusions and conditions of the policy, against events for which s/he is covered under the policy that occur during the period of insurance, as stated in the schedule.

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 of R2 000 for any one claim.

Damage is defined as:

- Scratch:** A mark not exceeding 25cm in length.
- Dent:** An area not exceeding 10cm in diameter.
- Chip:** An area not exceeding 5mm in diameter.

This policy is subject to the following exclusions and general conditions:

Exclusions

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.

General Conditions

1. Period of insurance

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

2. Payment of premiums

The policy is automatically renewed upon receipt of the premium, provided that it is 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 on or before the agreed payment date. Non-payment by the due date, for whatever reason, will result in the policy lapsing on the last day of the preceding month.

3. Period of grace for premium payments

Notwithstanding the provisions contained in paragraph 2 above, the Insured will be entitled to a period of 15 (fifteen) days from the premium due date reflected on the schedule of insurance in which to pay the premium. This period of grace will only apply from the second month of the policy.

4. Stop payment of premiums

If the premium is not paid on the due date as a result of payment being stopped by the Insured, the period of grace will not apply, and this policy will be cancelled from the date that the premium was due. 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.

5. Duty of care

The Insured must take all reasonable precautions and exercise reasonable care for the maintenance and safety of the property insured as well as prevent or minimise potential loss or damage.

6. Limitations and amendments (including premium adjustments)

The Insurer may impose limitations and make amendments to the policy contract after giving the Insured 30 (thirty) days' written notice thereof. Written notice should be sent by mail to the Insured's last contact address according to Insurer's records.

7. Cancellation

The policy may be cancelled by the Insured immediately, or at any time, or by the Insurer giving him/her 30 (thirty) days' written notice thereof. Written notice should be sent by mail to the Insured's last contact address according to the Insurer's records.

8. Claims

- 8.1 Upon the occurrence of any event giving rise to a claim in terms of this policy, the Insured will contact the Insurer within 30 (thirty) days of the event taking place.
- 8.2 Upon the reporting of a claim, the Insured will agree to comply with all the Insurer's requests within the bounds of reasonability, and follow the prescribed claims procedures, as explained in this wording and by the Insurer's claims staff.
- 8.3 Any repair work having commenced or having been carried out without prior authorisation from the Insurer's claims department will render the claim invalid.
- 8.4 The Insured will allow the Insurer access to inspect the vehicle that is the subject of a claim.
- 8.5 No claim will be payable after the expiry of 12 (twelve) months from the occurrence of the event unless the claim is the subject of pending legal action.
- 8.6 The Insured will pay the first R350 of every claim against this policy.
- 8.7 Please note that a 30 day waiting period is applicable (from inception).
- 8.8 Limit to two claims per annum.

9. Fraudulent or willful acts

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

- 9.1 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.
- 9.2 If information in connection with a claim is untrue.

10. Waiting period

This policy has a 30 (thirty) day waiting period, with effect from the date of inception.

11. 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.

If the Insured's dispute is not thereafter resolved with the Insurer, s/he 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.

12. Underlying insurance policy

The insured vehicle(s) must be comprehensively insured.

Underwritten by Guardrisk Insurance Limited. An Authorised Financial Services Provider. FSP No. 26/10/75.
Administered by X'S Sure (Pty) Ltd. An Authorised Financial Service Provider. FSP No. 21101.