



General Operative Clause

This policy and the schedule are the contract between the 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.

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

The Insurer will indemnify the Insured by direct payment to the bank account of the supplier/s as per the banking details on the invoice of claims documents.

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 **accidental damage**. 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

Basic excess structures:

1. Covers the **basic excess** 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** 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 a maximum of double the basic excess amount).

3. **Windscreen Excess:**

Should the cover be selected and stated on the client's policy schedule, X'S Sure 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. **Tyre insurance cover:**

In the event of loss caused by an injured event, as stated below, the Insurer will indemnify the Insured against the cost of repair or replacement of a tyre, including valves and balancing. Refers to cover stated in the client's policy schedule.

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 clients policy schedule. Refers to cover stated in the client's policy schedule.

6. **Waiting Period:**

Refer to client's policy schedule.

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 back to the Insurer. 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.

X'S Sure's liability will only come into effect if the underlying insurer pays towards the claim. Cover is limited to two claims per vehicle per annum.

X'S Sure'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.

X'S Sure'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.

Recoveries of excesses:

7. When a recovery is made, the excess amount paid by X'S Sure to the Insured will be reimbursed by the underwriter(s), e.g.

<u>Claim:</u>	R200, 000 (accident- or write off damage)
Excess: 5% of the claim (min R 3,500)	R 10, 000
Insured excess:	R NIL
X'S Sure pays:	R 10, 000
<u>Recovery:</u>	R200, 000
<u>Reimbursement:</u>	
1. Insured	R NIL
2. X'S Sure	R 10, 000
3. Insurer	R190, 000

WindscreenSure

Windscreen cover

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 limit as specified on client's policy schedule and the premium paid for this limit. This windscreen/motor glass cover is limited to two claims per annum.

TyreSure

Definitions

Tyres: any tyre(s) purchased and fitted to an insured vehicle by a reputable tyre franchisee.

Reputable tyre franchisee: any approved X'S Sure tyre centers or mobile unit in the country. Please note that all claims and replacements of tyres will only be paid for by this policy, should the client replace his/her damaged tyre(s) after first calling the X'S Sure call center on **08600 181 40** to obtain details of X'S Sure's approved tyre centers or mobile units.

Insured Events

In the event of loss caused by an injured event, as stated below, the Insurer will indemnify the Insured against the cost of repair or replacement of a tyre, including valves and balancing.

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, including valves and balancing, provided that the indemnity is based on the percentage of unused tread left on the tyre.

Limit of indemnity

1. The Insurer will indemnify the Insured as per the original amount on his/her invoice relating to the purchase of tyres, less any wear and tear on the tyre at the time of an event that may result in a claim. Each and every claim will be limited to the amount as specified on the schedule of the client's policy. This policy is limited to two claims per vehicle per annum.

Claims and Exclusions

1. If a claim in any way occurs due to a willful act committed by the Insured or with his/her knowledge.
2. Information supplied in connection with a claim is untrue.
3. The Insurer will not be liable to pay for any loss or resultant damage if;
 - 3.1 to tyres on all fee paying transporting vehicles;
 - 3.2 caused by safety devices built into or fitted in tyre(s);
 - 3.3 caused to tyre(s) by safety devices, or built-in safety mechanisms;
 - 3.4 flat tyres- where the tyre cannot be repaired as a result of a normal puncture;
 - 3.5 caused to tyres as a result of driving while the tyre(s) are deflated;
Punctured tyre(s)-: tyre(s) that could have been repaired, if not been driven on while punctured.
 - 3.6 to tyres that have a tread depth of less than 1mm at any point;
 - 3.7 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;
 - 3.8 caused by or resulting from an accident involving the motor vehicle on which the tyres were fitted;
 - 3.9 resulting from misaligned wheel balance;
 - 3.10 to retreads, i.e. tyres that have been refitted with rubber retreads;
 - 3.11 covered under a supplier or manufacturer's warranty or guarantee period;
 - 3.12 from, or any liability arising from faulty manufacturing or fitment;
 - 3.13 to the vehicle resulting from an event covered by this policy;
 - 3.14 to rims, mags or any safety devices fitted on or in the tyre;
 - 3.15 or liability to third parties, or third party property damage;
 - 3.16 caused by nuclear substances or activity;
 - 3.17 insured or insurable by a SASRIA policy;
 - 3.18 caused by any act of terrorism. For the purpose of this 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(s) of persons, whether acting alone or on behalf of, or in connection with any

organisation or government, 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.

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

Table of Indemnity

Tread Limit	Percentage of Liability
1mm	10%
2mm	25%
3mm	35%
4mm	50%
5mm	65%
6mm	75%
7mm	85%
8mm	100%

General Conditions

1. 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.

2. Payment of premiums

Upon receipt of the monthly premium on the first working day of each calendar month the policy is automatically renewed by the Insurer. If the premium is not paid on request, all cover ceases with effect from the last day of the previous month in respect of commercial business.

In the case of domestic policies, if the premiums are not received 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.

The Insured and any other Insured(s) are collectively and individually responsible for the payment of the premium.

3. Duty of care

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

4. Limitations and amendments (including inflation and premium adjustments)

Limitations and amendments to the policy contract may be made by the Insurer after giving the Insured 30 days' written notice thereof at his/her last contact address according to the Insurer's records.

5. 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 30 days' written notice thereof at the last contact address according to the Insurer's records.

6. Underlying insurance policy

The insured vehicle(s) must be comprehensively insured.

7. Change in the clients' excess structure

The insured must advise X'S Sure immediately of any change in his/her excess structure. X'S sure may amend the cover and the premium from the date of the change. Failure to do so may result in the policy being cancelled or a claim that occurred after the change may be rejected.

Claims

1. In the case of an event that may result in a claim, the Insured must notify the Insurer thereof within 30 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.
2. Any event where theft or any other criminal act or loss is involved must be reported to the police immediately.
3. Please note that a 30 day waiting period is applicable (from inception).
4. Limit to two claims per vehicle per annum.

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.

Other insurance

If a claim payable under this policy is also payable under any other policy, the Insurer will only pay a proportional share of the claim.