



Dealer XtraPlus Return to Invoice

Claims Administrator

P.O. Box 1034, Gallo Manor, 2052

Tel: 087 312 1079

FSP Number: 9140

Underwriter

22 Oxford Road, Parktown

P.O. Box 87428, Houghton, 2041

Tel: 011 351 5000

Fax: 011 351 5001



Hollard.

Dealer XtraPlus Return to Invoice

Introduction

This document explains the Return To Invoice Cover policy. You will notice that some words are Capitalised. These words have a specific meaning and they are explained under the 'Definitions' section.

In exchange for receipt of the premium on the Premium Due Date, Hollard Insurance (We) agree to protect the policyholder (You) against any losses from an insured event which occurred in the Period of Insurance. Your cover is subject to the terms and conditions in this policy or in any subsequent endorsement to it.

This policy is subject to various terms, conditions and exclusions which appear elsewhere in this document.

This policy wording, together with the administrative forms, application forms, Certificate of Insurance, declarations, authorisations and agreements pertaining to this policy as supplied by You, shall form the basis of this insurance contract and should be read together. If there is any- thing in this policy which You do not understand, or any changes need to be made to Your cover, please contact IUA Business Solutions (Pty) Ltd and Administrators.

In the event of any conflict between the provisions of this policy and that of any other document as mentioned above, the provisions of this policy shall prevail.

Definitions

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

“Administrators”

Means Motorite Administrators (Pty) Ltd., an Authorised Financial Services Provider with Licence No. 9140 Registration No.,

“Certificate of Insurance”

Means the schedule containing Your details and the details of the Vehicle, Period of Insurance, Purchase Price, premium payable etc. and updated from time to time at Your request.

“Date of Loss”

Means the date when damage to or loss of the Vehicle occurs. This date must fall within the Period of Insurance.

“Date of Occurrence”

Means the date on which Your account is credited with the payment from the Underlying Insurer in settlement of Your claim in terms of the Underlying Policy.

“Days”

Means ordinary days, including weekends and public holidays.

“Market Value”

Means the average of the recommended retail value and trade price of the Vehicle as determined by the “Auto Dealer's Guide” (by Transunion Auto Information Solutions) on the Date of Loss. The Market Value must include accessories and spare parts originally included in the Purchase Price and must be 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 Dealer's 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.

“Vehicle”

Means the vehicle described in the Certificate of Insurance and which may be any of the following:

- motor vehicles, minibuses (maximum 16 seater), caravans, 4x4 vehicles, 4x2 vehicles, light delivery vehicles, and panel vans, all with a gross vehicle mass of not more than 4 500 kg;
- trailers with a carrying capacity of not more than 750 kg;
- motorcycles.

but specifically excluding

- any vehicle used as a courier service;
- 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 motor cycles;
- taxis.

“Period of Insurance”

Means the period as stated in the Certificate of Insurance subject to Our receipt of the first premium by the Premium Due Date.

This policy is valid for one calendar month and Hollard will renew your policy monthly if you pay the premium. The policy terminates after 3 years (36 months).

“Premium Due Date”

Means the date on which your premium is due as indicated on the Certificate of Insurance.

“Purchase Price”

Means the value written on the original purchase invoice of the Vehicle, and includes all extras which increase the value of the Vehicle.

“Underlying Policy” and “Underlying Insurer”

Means the motor vehicle insurance policy (Underlying Policy) entered into by You with any registered domestic insurance company (Underlying Insurer). The Underlying Policy must cover the Vehicle against total loss through theft, hijacking or accident in the whole of South Africa if the underlying conditions have been fulfilled.

“We, Us, Our”

Means The Hollard Insurance Company Limited. Hollard is a registered insurer (Short-term Insurance Act 53 of 1998), and a licensed Financial Services Provider (Financial Advisory and Intermediary Services Act 37 of 2002).

“You, Your”

Means the person or entity named as the Insured in the Certificate of Insurance.

Cover Provided

Insured Event

Where the Vehicle is written off (damaged beyond economical repair), or stolen and not recovered, during the Period of Insurance, We will pay the benefit as explained below.

Benefit

We will pay the original purchase price less one of the following amounts (whichever amount is the greatest):

- the Vehicle's Market Value (at the Date of Loss), or
- the amount paid by Your Underlying Insurer (at the Date of Occurrence).

The purchase price is written on the original purchase invoice of the Vehicle, and includes all extras which increase the value of the Vehicle.

Cover Limit

The maximum payment under this policy is limited to R500 000 and the Period of Insurance is limited to 3 years (36 months), after which this policy will expire.

Claims Conditions

When an event occurs that may result in a claim under this policy, You will be required do the following for every claim:

- Notify Us immediately that Your claim in terms of Your Underlying Policy has been settled and within 30 Days of the Date of Loss submit to Us full details in writing of Your claim by means of a claim form.
- Provide Us with such proof and information as We may require to process the claim.
- Provide Us with proof of Your original purchase invoice, and provide or authorise Us to obtain a copy of Your credit agreement where relevant.

Conditions for Cover

The following conditions are applicable to the entire policy:

Consent to disclose private information

- It is essential for insurance companies to share claims and underwriting information (as well as credit information) in order to enable the fair assessment and underwriting of risks and to reduce the number of fraudulent claims.
- It is important to remember that when You accept Your policy You accept the terms and conditions laid out in the policy. Your acceptance gives Hollard the right to verify that the information You have supplied on Your application form or telephonically is accurate and truthful. This means that Hollard can share Your information with other insurance companies. It also means that Hollard has the right to give Your information to another interested party, should You make a claim against this policy and You waive any rights of privacy with regards to this information.
- The condition above applies to all policyholders. They are intended to protect insurers from fraudulent claims, but benefit You directly. If insurance companies reduce the number of fraudulent claims, the premiums are cheaper.

Condition precedent to liability

We do not cover You unless,

- The premium has been received by the Administrators by the Premium DueDate;
- You comply with the claims procedures set out in this policy; and
- There is an Underlying Policy in place at the Date of Loss.

Underlying Policy for total loss of your Vehicle

- You must ensure that the Vehicle including its accessories is insured against total loss for its full Market Value in terms of the Underlying Policy. If the Vehicle is not insured against total loss then this policy does not operate.

Ensure that all the Vehicle extras included in the Purchase Price are insured. We will not be liable to pay any amounts deducted by the Underlying Insurer for extras (such as tow bars, canopies, mag wheels) and which was not included in the Market Value for your Underlying Policy.

- Where the Underlying Policy is unenforceable, cancelled, invalid or treated as such by the Underlying Insurer, or where it is not fully comprehensive, this policy does not operate.

The credit provider's interest

The credit provider has an interest in this policy if the Vehicle is the subject of a credit agreement. If a total loss occur, payment under this policy will be made first to Your credit provider. The credit provider's acceptance of the payment will be a discharge of Our liability for that portion of Your claim. We will pay any balance to You afterwards.

Rejection of claim and time bar

If You dispute Our decision to decline Your claim or cancel the policy, You have 90 Days from the receipt of Our letter to appeal this decision in writing to Hollard:

The Account Manager
WesBank
PO Box 87419
Houghton 2041

Tel: (011) 351 5000
Fax: (011) 351 0326

Email: enquiries@hollard.co.za

Alternatively, You may contact:
The Ombudsman for Short Term Insurance
PO Box 32334
Braamfontein 2017

Tel: (011) 726 8900
Fax: (011) 726 5501

If Your dispute is not

If Your dispute is not satisfactorily resolved in this manner, You may institute legal action against Hollard for the enforcement of the claim. The summons must be served on Us within 180 Days of the expiry of the above mentioned 90 Day period, else all benefits in respect of such claim will be forfeited and no liability can arise in terms of such claim.

Fraud

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

Legal jurisdiction

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

Cancellation and refund of premiums

This policy may be cancelled by You or Us at any time on 31 Days written notice. Please contact your credit provider if you wish to cancel.

If your Underlying Policy cancels or is invalid, then this policy will cancel and Your premium portion will be refunded for the period where the Underlying Policy did not exist, provided that no claim is pending or has been paid, in which event no premium shall be refunded.

It is your responsibility to notify Us when the Underlying Policy becomes invalid.

Contract

The Certificate of Insurance and this policy and any endorsements or amendments together comprise Your insurance contract with Us.

Period of grace for premium payments

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

Prescription

We are not liable for any claim under this policy after the lapse of 12 months from the Date of Loss unless such claim is the subject of a pending legal action.

Amendments or endorsements

We may amend or endorse this policy at any time by giving You 30 Days' notice in writing at Your last known address.

Territorial limits

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

Exclusions

We do not cover Your losses:

- if the Underlying Insurer rejects Your claim in terms of the Underlying Policy;
- if You cancel your Underlying Policy;
- for liability to any passenger or third party whatsoever for loss, damage, death or personal injury;
- to any goods, materials, possessions or property carried in or on the Vehicle;
- caused whilst the Vehicle is being driven by You or another person (with Your consent) and is not fully licensed to drive, or not complying with the laws relating to learners;
- when You, or another person drive the Vehicle (with Your consent) and is under the influence of alcohol or drugs or the driver's blood or respiratory system exceeds the statutory alcohol limit;
- arising out of any contractual liability, unless liability would have attached in the absence of such agreement;
- for consequential loss;
- for depreciation, wear and tear, mechanical or electrical break-downs, failures or breakage;
- for misrepresentation, non-disclosure or misdescription of any fact or circumstance whether in connection with:
 - Your Underlying Policy or claim;
 - this policy or Your claim in terms of this policy;
- more than Our rateable proportion of any loss or claim which is covered under another enforceable insurance policy;
- arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police service, crime prevention units or any lawfully constituted officials or authorities.

Additional Information

This document contains contact details, disclosures and other important information to ensure you always have all the information you need. Please keep this document together with your policy wording and certificate of insurance.

If this policy was sold to you by a motor dealership, the dealership has been approved by Hollard as a Financial Services Provider to market and sell this product. The Financial Services Provider may receive commission from Hollard. The commission amount is set out in your Certificate of insurance.

The Financial Services Provider must provide certain information at the earliest reasonable opportunity about themselves as well as about the insurer. For your convenience, please find below the required information on the insurer.

1. About the parties involved

The Selling FSP is obliged to make additional disclosures about the Policy. Please ensure that You receive and understand this information.

1.1 The intermediary has an obligation to confirm the following to You:

- a. The full business and trade names, registration number, postal and physical address, telephone numbers and e-mail address,
- b. The fact that he has been given mandate to act on behalf of Hollard and whether any restrictions or conditions were imposed on the intermediary by Hollard,
- c. Names and contact details of the relevant compliance office and complaints department,
- d. Whether the intermediary directly or indirectly holds more than 10% of the insurer's shares or not,
- e. Whether the intermediary has not received more than 30% of total insurance remuneration, including commission from the insurers in the preceding year or not,
- f. Whether the intermediary hold Guarantees or Professional Indemnity or Fidelity Insurance or not,
- g. Details of any monetary obligations assumed by You directly or indirectly when buying this Policy,
- h. Commission payable for placing insurance with them, whether the representative is rendering services under supervision or not.
- i. The intermediary will receive a total fee not exceeding 12.5% of the Premium paid to Hollard for performing intermediary and other services. This fee is included in the Premium.

1.2 If this policy is sold to you by **The Engine Room Direct Solutions (PTY) LTD**, the following information applies:

FSP Name	The Engine Room Direct Solutions (PTY) LTD (here in after The Engine Room)
Registration Number	2009/005040/07
FSP Licence Number	45528
Address (Postal & Physical):	MotoVantage House: Stonemill Office Park, 300 Acacia Rd, Blackheath, Johannesburg, 2195 PO Box 1034, Gallo Manor, 2052
Telephone Number	087 312 1074
Email	TERqueries@the-engine-room.co.za
FSP License Categories	Category I Short-Term Insurance Personal Lines, Short-term Insurance Personal Lines A1, Short-Term Insurance Commercial Lines, Long-Term Insurance subcategory B1, Long-term Insurance subcategory B1-A, Short Term Insurance – Personal Lines; Advice & Intermediary Services, Short Term Insurance –Commercial Lines; Advice & Intermediary Services
Financial Products	Short Term Insurance Long Term Insurance
Authority	The Engine Room has an intermediary agreement in place to sell on behalf of Hollard.
Professional Indemnity and Fidelity Guarantee Insurance	The Engine Room has professional indemnity and fidelity insurance.
Legal Status of Representatives	Representatives who do not meet fit and proper requirements work under supervision
Compliance Officer	Associated Compliance
Compliance Officer Details	(011) 678 2533 craig@associatedcompliance.co.za
Conflict of Interest Management Policy	The Engine Room has a Conflict of Interest Management Policy in place. Should you require a copy thereof please contact The Engine Room using the above contact details.
Commission Payable	The Engine Room receives 12.5% of the Premium paid to Hollard for performing intermediary services. This fee is included in the Premium
Binder Fee Disclosure :	The Engine Room receives 3.5% of the Premium paid to Hollard for performing The binder function of Entering Into. This fee is included in the Premium
Noting of Interest:	The Engine Room does not hold more than 10% of the Insurer's shares and does not receive more than 30% of total remuneration from the Insurer.

1.3. About the insurer – Hollard

The insurer is The Hollard Insurance Company Limited (Registration number 1952/003004/06). Hollard is a registered insurer and authorised Financial Services Provider. Hollard is a public unlisted company and has Professional Indemnity insurance and Fidelity Guarantee insurance in place.

FSP name	The Hollard Insurance Company Ltd
Registration number	1952/003004/06
FSP License number	17698
FSP License Categories	Category I
Financial Products	Short-term Insurance
Professional indemnity insurance and fidelity insurance	Hollard has professional indemnity and fidelity insurance.
Legal status of representatives	Any representatives that do not meet the fit and proper requirements will be rendering services under supervision.
Physical address	Hollard Villa Arcadia, 22 Oxford Road, Parktown, 2193
Postal address	Hollard Partner Solutions, PO Box 87428, Houghton, 2041
Telephone number	0800 601 016
Fax number	011 351 3012
Website and email address	www.hollard.co.za hpsadmin@hollard.co.za
Compliance contact	compliance@hollard.co.za 0860 666 675
Complaintscontact	hpscomplaints@hollard.co.za 011 351 4150
Conflict of Interest Management Policy	A copy of the Hollard Conflict of Interest policy is available on the website.

1.4 About the Administrator – Motorite Administrators (Pty) Ltd

Motorite Administrators (Pty) Ltd has been appointed by the Insurer in terms of a Binder Agreement to administer policies and settle claims on its behalf. Motorite will assist You with any Policy queries or amendments which You may require, as well as any claims which You need to lodge. Motorite receives a fee as a percentage of gross written Premium for these services, this fee is disclosed in the Policy Schedule provided to You.

FSP Name:	Motorite Administrators (Pty) Ltd (Registration Number 1997/00063707)
FSP Licence Number:	9140
Address (Postal & Physical):	PO Box 1034, Gallo Manor, 2052 MotoVantage House: Stonemill Office Park, 300 Acacia Rd, Blackheath, Johannesburg, 2195
Telephone Number	087 312 1079
Email Address:	complaints@motorite.co.za
Website:	www.motovantage.co.za
FSP License Categories:	Category 1: Short-term Insurance Personal Lines, Short-term Insurance Personal Lines A1 and Short-term Insurance Commercial Lines, Long-Term Insurance subcategory B1, Long-term Insurance subcategory B1-A
Financial Products:	Short Term Insurance Long Term Insurance
Authority:	Motorite are acting in terms of a written mandate from the Insurer
Professional Indemnity and Fidelity Guarantee Insurance	Motorite has suitable Professional Indemnity and Fidelity Guarantee Insurance in place
Legal Status of Representatives	Some of Motorite Administrator's representatives that are providing financial services may be under supervision.
Noting of Interest:	Motorite does not hold more than 10% of the Insurer's shares and does not receive more than 30% of total remuneration from the Insurer.
Compliance Officer:	Associated Compliance
Compliance Officer Details:	Tel: 011 678 2533
Complaints Contact:	087 312 1079 complaints@motorite.co.za

Conflict of Interest Management Policy	Motorite has a Conflict of Interest Management Policy (COIMP) in place. A copy of this is available on request.
Administrator fee disclosure	<p>The Hollard Insurance Company Limited is the product provider and has entered into a binder agreement with Motorite. This means that Hollard has authorised Motorite to perform these binder functions on their behalf. Below are the functions performed by Motorite Administrators</p> <ul style="list-style-type: none"> • Determine Policy Wording. • Determine Premiums. • Determine Value of Policy Benefits. • Settle Claims <p>Motorite receives 4.5% of the Premium paid to Hollard for performing these binder functions. This fee is included in the Premium.</p>

2. How to complain

We hope that You never have reason to complain, but should You wish to lodge a complaint about the services You received from the Insurer or Motorite regarding the Policy documentation, Premiums as well as claim or any claim related service, please use the following contact details:

3. General Policy complaints – contact the Administrator

Please contact the Administrator with complaints about Your Policy wording, Your Premium or claims:

Tel: 087 312 1079

PO Box 1034

Gallo Manor

2052

Email: complaints@motorite.co.za

4. Unresolved Complaints – contact Hollard

If Your concerns are not resolved to Your satisfaction by the Administrator, please contact Hollard on:

Tel: 011 351 4150

Email: HPScomplaints@hollard.co.za

5. Complain to the Ombudsman

If Your concerns are not resolved to Your satisfaction by the Administrator or Hollard, You may contact the Ombudsman for Long-term Insurance.

Address	Telephone and fax	Email and Web addresses
Physical: 1 Sturdee Avenue, 1st Floor, Block A Rosebank Johannesburg 2196 Postal: The Ombudsman for Short-term Insurance PO Box 32334 Braamfontein 2017	Tel: 011 726 8900 Sharecall: 0860 726 890 Fax: 011 726 5501	Email: info@osti.co.za Web: www.osti.co.za

6. Complaints about how this policy was sold

If you are not happy about this policy, the way it was sold, or the advice received, please write to The Compliance Officer at the contact details provided above.

Alternatively, you may also contact The Office of the Ombud for Financial Services Providers (FAIS Ombud).

Address	Telephone and fax	Email and Web addresses
Physical Address: Kasteel Park Office Park Orange Building 2nd Floor, c/o Nossob & Jochemus Street, Erasmus Kloof, Pretoria, 0048 Postal Address: P.O Box 74571 Lynnwood Ridge 0040	Tel: 012 762 5000 012 470 9080 Fax: 086 764 1422	Email: info@faisombud.co.za Website: www.faisombud.co.za

7. Decisions about claims

a. Complain to Hollard

If the Administrator does not accept a claim or if You don't agree with the amount of the claim, You may ask Hollard to review the decision within 90 days of the date of the decision.

b. Complain to the Ombudsman

You may also send Your complaint to the Ombudsman for Short-term Insurance at any time. Please contact the Ombudsman on the contact details set out above.

c. Take legal action

You may take legal action against Us within 270 days of the date of the decision. To take legal action, summons must be served on Us. If this is not done in time, You will lose Your right to claim and We will no longer be responsible for that claim. You may also choose to take legal action against Us without first asking Us to review Our claim decision or contacting the Ombudsman for Short-term Insurance. If You take legal action against Us before contacting the Ombudsman, You can only approach the Ombudsman for assistance after You have withdrawn the summons against Us.

8. Report and prevent fraud



9. Other Important information about premium

a. Premium (incl. VAT)

Under the ruling issued by SARS, Your Policy Schedule together with proof of payment of premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively. Premiums, limits, sums insured and excesses are inclusive of VAT at 15%. In cases where an excess is expressly recovered by Your Insurer from You the excess amount under the Policy so recovered does not constitute a consideration as defined in the VAT Act and as such has no VAT consequence.

10. Cooling-Off Period

You have the right to cancel Short-term policies within 31 days of receipt of the Policy document. You may not exercise this cooling off option if You have already claimed under the Policy or if the Event for which the Policy insures You has already happened.

11. Important Matters

- It is very important that You are quite sure that the Policy meets Your needs and that You feel that You have all the information You need to make a decision.
- Feel free to make notes regarding verbal information and ask for written confirmation or copies of documents.
- All material facts must be accurately, fully and properly disclosed by You. All information provided by You or on Your behalf is Your own responsibility. You need to be satisfied with the accuracy of any transaction submitted by anyone on Your behalf.
- Misrepresentation, incorrect or non-disclosure by You of any material facts or circumstances may impact negatively on any claims arising from Your insurance contract.
- Do not sign any incomplete or blank documents. No person may insist or request that You do so.
- Please remember to read through everything and make sure that the information We have on record for You is correct and up to date. Please let Us know as soon as possible if anything changes or needs to be fixed - otherwise Your claims or cover may be affected.
- Please remember to read through everything and make sure that the information We have on record for You is correct and up to date. Please let Us know as soon as possible if anything changes or needs to be fixed - otherwise Your claims or cover may be affected.
- You must not be induced to waive any right or benefit.