



# Takaful Heavy Commercial Vehicles Agreement Document



## What does Takaful mean?

---

Takaful can be translated to simply mean “joint guarantee” – a shared responsibility with the underlying characteristic of “sharing”. Thus, Takaful means shared responsibility, shared guarantee, collective assurance and a mutual undertaking.

Takaful cover offers an alternative source of cover protection with different investment objectives, an approach to surplus distribution and an oversight system with an ethical dimension. Importantly, the element of uncertainty and earning of interest is removed to make the product compliant with Shariah law and incorporate the common goal of providing reasonable financial security against unpredicted catastrophe, disaster or risk befalling one’s life and property.

Central to the concept is the belief that a contribution paid is intended as a donation that will help another who is in need. Therefore, all contributions paid by participants are invested in investments which do not bear interest and are aimed at community upliftment projects. Furthermore, any surplus declared from the Fund may be shared with participants (profit-sharing), rolled over for future years or given to charity.



# The Waqf Fund

---

## Purpose of the Waqf Fund

The purpose of the Fund is to grant a benefit to a participant who has suffered a loss or damage in accordance with the rules of the Fund and that the participant is a legitimate participant at the time of such a loss or damage.

## Rules of the Waqf Fund

Your Takaful Participation Agreement contains the rules (terms, conditions and warranties) that form the basis of your participation in the Fund. These rules will apply to you for as long as you continue to participate in the Fund.

It is important that your Takaful Participation Agreement, your Statement of Cover and any endorsements are read together to avoid any misunderstanding or misinterpretation. Together they show which sections of the Takaful Participation Agreement apply to you and contain details of the cover you have chosen. You should also pay particular attention to the General Conditions and General Exclusions of your Agreement document.

Please make sure that your Takaful Participation Agreement meets your requirements. If it does not, please inform us immediately.

No promotional literature or advice booklets form part of your Takaful Participation Agreement.

## Your Contribution to the Waqf Fund

By agreeing to participate in the Fund, you agree to:

1. Contribute the amount stipulated as tabarru' (voluntary contribution that cannot be taken back) into the Fund; and
2. Abide by the rules of the Waqf Fund.

All contributions made to the Fund become the property of the Fund and will be managed in accordance with the rules of the Fund as stipulated by the Shariah Advisory Committee.

## Surplus of the Waqf Fund

Should a surplus be declared at the end of the financial year, it will be distributed in any one or more of the following ways as per the approval of the Shariah Advisory Committee:

1. To Participants
  - Participants may be entitled to a share of the surplus provided they have not received any benefits (claims or otherwise) from the Fund.
2. To Qualifying Islamic Institutions
  - A percentage of the surplus may be distributed to qualifying institutions and welfare organisations.
3. As a Fund Reserve
  - A percentage of the surplus may be retained as a reserve for future claims.
  - The initial Waqf corpus (start-up donations) will remain in the Fund and will not be distributed

## Deficit in the Waqf Fund

Should there at any time be a deficit in the Fund, the trustees of the Fund may, at their discretion, request a loan from Bryte Insurance Company Limited to finance this deficit. This loan will be a "qard al hasan" benevolent loan that will be paid back using any future surpluses and/or income in the Fund.

# Shariah Advisory Committee

---

To ensure that all products comply with Islamic law, the trustees of the Waqf Fund have appointed a Shariah Advisory Committee consisting of the following esteemed Ulema:

- Sheikh Tauha Karaan (Chairman)
- Mufti Yusuf Suliman
- Mufti Ahmed Suliman
- Mufti Ashraf Qureshi
- Mufti Zubair Bayat

Should you have any Shariah enquiries about your participation in the Fund, please address these to [takaful.info@brytesa.com](mailto:takaful.info@brytesa.com).

## **Our Agreement with you**

This is an agreement between you and the Waqf Fund, administered by Bryte Takaful on behalf of Bryte Insurance Company Limited.

By accepting this Agreement, you:

- Accept the Waqf Fund and its Rules;
- Accept Bryte Takaful as the appointed trustees of the Waqf Fund; and
- Agree to contribute the amount stipulated in your Statement of Cover as a tabarru' (voluntary contribution) to the Waqf Fund.

## **Benefits and Contributions to the Waqf Fund**

The purpose of your contribution is to enable the Fund to assist beneficiaries of the Fund. The Rules of the Fund govern the circumstances under which a benefit will be paid to you.

## **Our Commitment**

1. To provide you with the highest level of service;
2. To provide you with an innovative range of Shariah compliant products; and
3. To pay claims fairly and promptly as stipulated in your Takaful Participation Agreement.

## **Queries and complaints**

Should you have any query or complaints regarding your Takaful Participation Agreement, please address it to [takaful.info@brytesa.com](mailto:takaful.info@brytesa.com).

## Index

1. Introduction	2
2. Definitions	2
3. Own Damage: HCVs, MCVs, Buses and Special Types	4
4. Own Damage: PMVs and LDVs	5
5. Goods in Transit (if stated in the Statement of Cover)	6
6. Driver Personal Accident (subject to driver's ID being provided)	9
7. Liability to Third Parties	9
8. Credit Shortfall (if stated in the Statement of Cover)	11
9. Goods in Transit Excess Reducer (if stated in the Statement of Cover)	12
10. Loss of Use (if stated in the Statement of Cover)	13
11. Own Damage Excess Reducer (if stated in the Statement of Cover)	13
12. Driver Personal Accident (if stated in the Statement of Cover)	14
13. Repatriation Cost (if stated in the Statement of Cover)	15
14. Theft/Hijack Excess Reducer (if stated in the Statement of Cover)	15
15. Third Party Excess Reducer (if stated in the Statement of Cover)	16
16. Additional Towing Costs (if stated in the Statement of Cover)	16
17. General Conditions	16
18. General Exceptions	21
20. Cover provided by SASRIA	25

## 1. Introduction

Following your application and payment of contribution, the Company agrees subject to the terms and conditions herein to indemnify you in respect of accidental loss of or damage as provided in this Agreement occurring during the Period of Cover.

The Agreement terms and conditions, the Statement of Cover and the proposal information provided by or on behalf of the Participant constitute the entire agreement between the Participant and the Company.

## 2. Definitions

This Section deals with definitions of terms used in your Agreement.

### 2.1 Anniversary Date

The date 12 months/a year after the start date of your/the agreement (when a monthly agreement has been renewed twelve times).

### 2.2 Credit Agreement

A legally enforceable Credit Agreement as defined in the National Credit Act 34 of 2005 as amended from time to time entered into by the Participant with the Finance Company in respect of the covered vehicle with their interest duly noted in the Statement of Cover.

### 2.3 Conditions

The conditions, exceptions, statement of cover and endorsements of your Agreement.

### 2.4 Excess

An excess is the part of a claim you must contribute and is payable for each and every claim covered by the Agreement. The basic excess is shown in the Statement of Cover and you may have to pay additional excesses in certain circumstances.

### 2.5 Hijack

The unlawful, intentional removal of the covered vehicle without the driver or Participant's permission, through the use of any dangerous weapon, with the intent to inflict grievous bodily harm by the offender and where the vehicle is not recovered within a period of 21 (twenty one) days.

### 2.6 Company

The Company as stated in the Statement of Cover.

### 2.7 Intermediary

Refers to your agent or broker who introduced you to and arranged for the issuing of this Agreement.

### 2.8 Loss

Sudden physical loss, damage or destruction to your vehicle caused by an unexpected event not otherwise excluded.

### 2.9 Occurrence

An event or series of events arising from one cause in respect of which indemnity is provided by your Agreement.

### 2.10 Period of Cover

The period shown in the most recent Statement of Cover or the subsequent period for which the agreement has been renewed.

### 2.11 Agreement

This document, the Proposal, the Statement of Cover and any other endorsement attaching thereto.

## 2.12 Contribution

The contribution amount reflected on the Statement of Cover payable by the Participant to the Company on the contribution payment date.

## 2.13 Renewal Date

This date refers to the renewal of the agreement. With a monthly agreement, the agreement renews on a monthly basis and on an annual agreement, the agreement renews on the date 12 (twelve) months after the start date.

## 2.14 SASRIA

SASRIA Limited, Registration Number 1979/000287/06, our designated supplier of special risks cover within the Republic of South Africa as detailed in Section 20.

## 2.15 Statement of Cover

The Statement of Cover forms part of the agreement and shows your agreement number, together with the important details of your cover.

## 2.16 Statement of Cover Limits

The specific limits covered under various sections of the Agreement.

## 2.17 Spare Parts and Accessories

Spare parts and accessories fitted or installed to upgrade or improve your vehicle specifications which are not standard or optional equipment on a specific model.

## 2.18 Statutory Settlement

The payment due by the Participant as at the time of the loss which would liquidate the Participant's obligations to the Finance Company in terms of the Credit Agreement entered into, to finance the purchase/lease of the covered vehicle.

## 2.19 Territorial Limits

The Republic of South Africa, Namibia, Botswana, Lesotho, Eswatini, Zimbabwe, Malawi and Mozambique.

## 2.20 Third Party, Fire and Theft (if stated in the Statement of Cover)

Cover is restricted to loss, damage or theft of your motor vehicle caused by fire, explosion, lightning, theft or attempted theft including third party's costs and expenses which you may become legally liable to pay as a result of an accident resulting in death, injury or damage to property caused by, through or in connection with the vehicle specified in the Statement of Cover.

## 2.21 Third Party Only (if stated in the Statement of Cover)

Cover is restricted to third parties costs and expenses which you may become legally liable to pay as a result of an accident caused by, through or in connection with the vehicle specified in the Statement of Cover resulting in death, injury or damage to third party property.

## 2.22 Total Loss

A total loss results when a vehicle specified in the Statement of Cover is stolen and not recovered or where the cost of repairing it is not economically viable in relation to its retail value, less excess and salvage value.

## 2.23 Tracking System

A tracking and recovery system approved by the Company.

## 2.24 Vehicle

2.24.1 Buses: A passenger carrying vehicle having more than 16 (sixteen) seats including the driver's seat.

2.24.2 Private Motor Vehicles (PMVs): Station wagons, multi-purpose vehicles, sports utility vehicles and the like or similar vehicles designed to seat not more than 12 (twelve) persons.



- 2.24.3 Heavy Commercial Vehicles (HCVs): A goods carrying vehicle exceeding 7,500kg (seven thousand five hundred kilogrammes) GVM.
- 2.24.4 Light Delivery Vehicles (LDVs): Light Goods Carrying Vehicles not exceeding 3,500kg (three thousand five hundred kilogrammes) GVM.
- 2.24.5 Medium Commercial Vehicles (MCVs): A goods carrying vehicle exceeding 3,500kg (three thousand five hundred kilogrammes) GVM, but not exceeding 7,500kg (seven thousand five hundred kilogrammes) GVM.
- 2.24.6 Special Types (STs) – Road Risk Only: Graders, bulldozers, tractors, front-end loaders and back actors, road sprayers, road sweepers, tower wagons, compressors, tar sprayers, road maintainers, dumpers, excavators and any other form of self-propelled vehicle with plant permanently attached.
- 2.24.7 Trailers: A non-self-propelled goods carrying vehicle designed to be drawn by any bus, HCV, LDV, MCV or PMV.

## 2.25 Vehicle Value

- 2.25.1 Medium, Heavy Commercial Vehicles and Buses: The reasonable market value shall mean the average between retail and trade-in values, including VAT, as noted in the trade publications for the month and year in which the loss took place, including any spare parts and accessories.
- 2.25.2 Private Motor and Light Delivery Vehicles: The reasonable retail value of the same vehicle model and year of manufacturing as noted in trade publications for the month and year in which the loss took place, including any spare parts and accessories.
- 2.25.3 Special Types: The reasonable value as determined and agreed by a recognised supplier.

The maximum indemnity of the Company will be the lesser of the value as stated above or the sum covered stated in the Statement of Cover.

## 2.26 Goods in Transit

Loss or damage to the whole or part of the property whilst carried in or on any vehicle described in the Statement of Cover, owned by the Participant or for which they are responsible.

## 2.27 We/Us/Our

Means Bryte Takaful on behalf of Specialist Motor Proprietary Limited, representing the Company named in the Statement of Cover.

## 2.28 You/Your/The Participant

Means the Person(s) or Company(ies) named in the Statement of Cover, including any subsidiary companies, directors or principals representing the Person(s) or Company(ies) named in the Statement of Cover.

## 3. Own Damage: HCVs, MCVs, Buses and Special Types

### 3.1 Accidental Damage or Loss

Accidental damage to any vehicle described in the Statement of Cover, its accessories and spare parts whilst thereon, and audio, communications or fleet management and tracking systems permanently fitted to the vehicle, whilst within the territorial limits as stated in the Statement of Cover.

### 3.2 Fire Extinguishing Charges

Fire extinguishing charges up to the amount stated in the Statement of Cover Limits, subject to the covered vehicle having been in danger as a result of a fire and legal liability attaching to the covered for such costs.

### 3.3 Recovery/Protection/Towing/Debris and Spillage of Diesel from Tank

- 3.3.1 The recovery, protection and removal/towing of the vehicle to the nearest approved repair facility and subsequent delivery to the Participant's permanent address within the Republic of South Africa.

- 3.3.2 The reasonable cost that are necessarily incurred following an accident to clean up and remove debris from the vehicle or goods falling or leaking from the vehicle. Excluding any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or threat of liability.
- 3.3.3 The reasonable costs that are necessarily incurred following an accident to clean up and remove diesel leaking from the vehicle tank. This excludes any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or threat of liability.
- 3.3.4 Limit of Indemnity: R100,000 (one hundred thousand Rand) per event

#### 3.4 Replacing Locks Keys and Remote Controls

If the locks, keys or alarm remote controls have disappeared or there is reason to assume that an unauthorised person may be in possession of these or duplicates thereof, the cost of replacing these locks, keys, and alarm remote controls, and the reprogramming of any coded alarm system of the vehicle will be covered up to the amount stated in the Statement of Cover Limits.

#### 3.5 Temporary Repairs

The cost of temporary repairs up to the amount stated in the Statement of Cover Limits can be authorised by you provided that a detailed estimate is first obtained and immediately forwarded to the Company for authorisation to enable the vehicle to be driven back to the Republic of South Africa.

### 4. Own Damage: PMVs and LDVs

#### 4.1 Accidental Damage or Loss

Accidental damage to or loss within the territorial limits of any vehicle described in the Statement of Cover, its accessories and spare parts whilst thereon, and audio, communications or fleet management and tracking systems permanently fitted to the vehicle, up to the limits specified in the Statement of Cover.

#### 4.2 Car Rental – Private Motor Vehicles only

Where the covered vehicle is stolen, hijacked or deemed to be a total loss, the Companies will pay for the hire of a replacement vehicle up to R250 (two hundred and fifty Rand) per day under the following conditions:

- 4.2.1 The hire period will terminate on the day following recovery, repossession or settlement of the claim by way of cash for total loss or cash in lieu of repairs, or 21 (twenty one) days, whichever is the shorter.
- 4.2.2 All fuels and lubricants will be your responsibility.

#### 4.3 Fire Extinguishing Charges

Fire extinguishing charges up to the amount stated in the Statement of Cover Limits subject to the covered vehicle having been in danger as a result of a fire and legal liability attaching to the Participant for such costs.

#### 4.4 Accident and Health

Following an accident or hijacking of the vehicle, the **Companies will pay the lump sum amount stated in the Statement of Cover Limits** for medical treatment for injured persons who were travelling in the enclosed passenger carrying compartment of the vehicle.

Provided that:

- 4.4.1 Medical expenses are deemed to include emergency transportation to a medical facility;
- 4.4.2 Any amounts payable under any legislation that provided for occupational injuries and diseases are excluded;
- 4.4.3 Any amounts recoverable under a more specific cover agreement are excluded.

#### 4.5 Recovery/Protection, Towing and Debris Removal

4.5.1 The recovery, protection and removal/towing of the vehicle to the nearest approved repair facility and subsequent delivery to the Participant's permanent address within the Republic of South Africa up to the amount stated in the Statement of Cover Limits; and

4.5.2 The reasonable costs that are necessarily incurred following an accident to clean up and remove debris from the vehicle up to the limit as stated in the Statement of Cover Limits. This excludes any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or threat of liability.

#### 4.6 Replacing Locks, Keys and Remote Controls

If the locks, keys or alarm remote controls have disappeared or there is reason to assume that an unauthorised person may be in possession of these or duplicates thereof, the cost of replacing these locks, keys and alarm remote controls, and the reprogramming of any coded alarm system of the vehicle will be covered up to the amount stated in the Statement of Cover Limits.

#### 4.7 Replacement as New

4.7.1 Where the Companies deem the vehicle to be a total loss and the vehicle has been purchased as new within 12 (twelve) months of the date of the occurrence or where the vehicle has covered less than 30,000km (thirty thousand kilometres) from new, the Companies will pay the manufacturer's retail list price less available fleet or other discounts as at the date of the occurrence; and

4.7.2 The Company's liability under this extension shall not exceed an additional 15% (fifteen per cent) of the sum covered of the vehicle as specified in the Statement of Cover.

#### 4.8 Temporary Repairs

The cost of temporary repairs up to the amount stated in the Statement of Cover Limits authorised by you, provided that a detailed estimate is first obtained and immediately forwarded to the Company for authorisation to enable the vehicle to be driven back to the Republic of South Africa.

### 5. Goods in Transit (if stated in the Statement of Cover)

#### 5.1 Comprehensive Cover (if stated in the Statement of Cover)

Accident damage to or loss within the territorial limits to goods whilst being transported by any vehicle described, owned, leased or hired by you or whilst in your custody or control up to the maximum limit of indemnity as specified in the Statement of Cover.

#### 5.2 Restricted Cover: Fire, Collision, Overturning and Theft following hijack (if stated in the Statement of Cover)

Damage to or loss as a result of fire, collision, overturning following theft and hijack within the territorial limits to goods whilst being transported by any vehicle described, owned, leased or hired by you or whilst in your custody or control up to the maximum limit of indemnity stated in the Statement of Cover.

#### 5.3 Limited Cover Only: Fire, Collision and Overturning (If stated in the Statement of Cover)

Damage to or loss as a result of fire, collision and overturning within the territorial limits to goods whilst being transported by any vehicle described, owned, leased or hired by you or whilst in your custody or control up to the maximum limit of indemnity stated in the Statement of Cover.

#### 5.4 Costs Associated with the Delivery and Protection of the Load

The Companies will pay the reasonable costs associated with the protection and removal of the load to the nearest approved facility, as stated in the Statement of Cover Limits, following loss or damage to the carrying vehicle or breakdown of the carrying vehicle should such breakdown place an unacceptable risk of loss or damage to the load.

## 5.5 Debris Removal

5.5.1 The reasonable costs that are necessarily incurred following an accident to clean up and remove debris from goods being transported up to the amount as stated in the Statement of Cover Limits.

5.5.2 This excludes any expenses incurred in consequence of or to prevent or mitigate pollution or contamination, or threat of liability.

## 5.6 Fire Extinguishing Charges

Fire extinguishing charges up to the amount stated in the Statement of Cover Limits subject to the covered vehicle having been in danger as a result of a fire and legal liability attaching to you for such costs.

## 5.7 Ropes

Ropes and fastening devices, tarpaulins, corner plates and cargo nets whilst on any vehicle specified in the Goods in Transit Section up to the amount stated in the Statement of Cover Limits.

## 5.8 Temporary Vehicle

The cover under this Section shall apply to goods on any vehicle temporarily used in place of your own vehicles while your own vehicle is undergoing repair or servicing.

## 5.9 The Cover

5.9.1 Starts with the loading of the goods onto or into the vehicle;

5.9.2 Continues during the transit and any return journey if the goods cannot be delivered;

5.9.3 Includes goods whilst temporarily stored during the course of the journey (such storage not to exceed 96 (ninety six) hours); and

5.9.4 Ceases with the unloading of the goods at the address on the waybill, delivery note or consignment note.

## 5.10 What is excluded:

5.10.1 Breakdown of refrigeration equipment;

5.10.2 Contamination;

5.10.3 Delay even though the delay may be caused by a risk covered by your Goods in Transit Section;

5.10.4 Detention, confiscation or requisition by customs or other officials or authorities;

5.10.5 Dishonesty of any of your principals, partners, directors or your employees, whether acting alone or in collusion with others;

5.10.6 Inherent vice or delict, vermin, insects, damp, mildew or rust;

5.10.7 Mechanical, electronic or electrical breakdown, failure, breakage or derangement of the goods unless following an accident or misfortune not otherwise excluded;

5.10.8 Theft from any unattended vehicle unless:

5.10.8.1 The goods are contained in a completely closed and securely locked vehicle; or

5.10.8.2 The vehicle, in which the goods are contained in or on, is in a locked building and any theft is accompanied by forcible and violent entry or exit; or

5.10.8.3 The vehicle, in which the goods are contained in or on, is within the perimeter of a security complex with 24 (twenty four) hour security.

5.10.9 Goods covered by a marine agreement or any goods more specifically covered;

5.10.10 Cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments and title deeds;

- 5.10.11 Goods in the custody of or control of sub-contractors except as provided for under your “Costs associated with the delivery and protection of the load” extension following the breakdown of the carrying vehicle during the course of a transit, for the purpose of completing the transit;
  - 5.10.12 Loss or damage to shipping containers or any liabilities whatsoever arising out of the use of shipping containers;
  - 5.10.13 Consequential loss as a result of any cause whatsoever;
  - 5.10.14 Depreciation in value whether arising from repairs following a defined event or otherwise;
  - 5.10.15 Wear and tear or gradual deterioration (including the gradual action of light, climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded.
- 5.11 Specific Conditions of Cover
- 5.11.1 Average: In the event of the value of goods being transported by you being more than the load limit specified on your Statement of Cover, your Goods in Transit Section will only pay for such proportion that the load limit relates to the total value of goods at risk.
  - 5.11.2 Container Seals
    - 5.11.2.1 When delivery is made by container, you or your employees are to ensure that the container and its seals are examined immediately upon delivery.
    - 5.11.2.2 If the container is delivered damaged, or with seals broken, or missing, or with seals other than as stated in the shipping documents, you or your employees are to endorse the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
  - 5.11.3 Clean Receipts: Under no circumstances, except under written protest, are you or your employees allowed to give clean receipts where goods are in a doubtful condition.
  - 5.11.4 Labels: In the event of loss or damage to labels only, the Companies will pay an amount sufficient to pay the cost of re-conditioning, the cost of new labels and the cost of re-labelling the goods provided that the damage has been accepted as a claim in terms of your Goods in Transit Section.
  - 5.11.5 Minimising Loss: It is your duty and that of your agents, in the event of loss or damage for which the Companies may be liable, to take such measures as may be reasonable for the purpose of averting or minimising a loss and to ensure that all rights against third parties are properly preserved and exercised.
  - 5.11.6 Supply of additional information: To enable your claims to be dealt with promptly, you or your agents are advised to submit all available supporting documents to the Company without delay, including when applicable:
    - 5.11.6.1 Original or copy of shipping invoices, together with shipping specifications and/or mass notes;
    - 5.11.6.2 Original Bill of Lading and/or other contract of carriage;
    - 5.11.6.3 Loading account and mass notes at final destination; and
    - 5.11.6.4 Correspondence exchanged with other parties regarding their liability for the loss or damage.
  - 5.11.7 Basis of valuation: The basis of valuation is amended in respect of the following goods:
    - 5.11.7.1 New Machinery: The value shall not exceed the cost of replacement or repair of any damaged part or parts plus charges for forwarding and refitting if incurred, but excluding duty unless the full duty is included in the amount covered. In no event will the Companies pay more than the covered value of the complete machine.



5.11.7.2 Second-hand Machinery: The value shall not exceed such proportion of the cost of replacement of the parts or damage as the covered value bears to the value of a new machine plus additional charges for forwarding and refitting the new parts, if incurred.

6. Driver Personal Accident (subject to driver's ID being provided)

The Company agrees to pay the following benefit to the driver and/or crew members (maximum three) as stated in the Statement of Cover Limits, following death as a result of an accident.

6.1 Driver

Where the driver or co-driver payment will be made to the deceased or next of kin, or to a beneficiary nominated in the deceased driver's will or last testament.

6.2 Death Benefits

Up to the amount stated in the Statement of Cover Limits.

6.3 Business Limitation

This Section applies only in respect of accidental bodily injury to such person arising from and in the course of his employment in the business.

**What is not covered**

6.4 No compensation will be paid unless a death has occurred within 30 (thirty) days and directly due to the accident.

6.5 Any occurrence following:

6.5.1 Suicide or any attempt thereat or intentional self-injury by the driver and/or co-driver;

6.5.2 Accidents which occur as a result of the vehicle being driven off road or on surfaces which are not recognised as by officials and most road users (including the road verge) as a "road".

6.6 No compensation will be payable under this Section and in respect of the driver or co-driver should such driver be under the influence of alcohol or drugs at the time of the accident.

6.7 While the driver and/or co-driver is using the covered vehicle for riding or driving in any kind of race, motor trade or private or public hire.

6.8 While the driver and/or co-driver is in a state of insanity temporary or otherwise.

6.9 A criminal act, or while taking part in civil commotions or riots of any kind.

6.10 This Section does not cover death or injury directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

**Specific Conditions**

6.11 The Company will in case of the death of the driver or co-driver be entitled to have a post-mortem examination at its own expense.

6.12 The Company will pay the proceeds of any claim to the immediate family or legal representative of the driver or co-driver.

7. Liability to Third Parties

7.1 Indemnity

The Company will indemnify you up to the amount stated in the Statement of Cover Limits for all sums, including third party's costs or expenses, which you may become legally liable to pay as a result of an accident caused by or through or in connection with the operation, including loading and unloading, of the vehicle(s) specified in the Statement of Cover resulting in:

7.1.1 Death of or bodily injury to any person but excluding passengers, a member of the same household as the Participant or under the employ of the Participant arising out of and in the course of such employment;

- 7.1.2 Loss or damage to property not owned by you, and/or not in your custody, control or being transported by you; and
  - 7.1.3 In respect of accidents directly or indirectly due to or in consequence of fire or explosion up to the limit stated in the Statement of Cover Limits.
- 7.2 Tool of Trade (if stated in the Statement of Cover)
- 7.2.1 Cover is extended to include liability for claims arising out of the ownership, possession or use by or on behalf of the Participant of any vehicle, other than claims caused by the use of:
    - 7.2.1.1 Any tool or plant forming part of or attached to or used in connection with any vehicle;
    - 7.2.1.2 Any vehicle as a tool of trade; or
    - 7.2.1.3 A trailer which is not attached to or has accidentally become detached from a motor vehicle.
- 7.3 Contingent Liability
- 7.3.1 The Companies will indemnify you for liability arising out of the use of vehicles not belonging to you or provided by you which are involved in an accident arising in the course of business which result in claims against you or your employees, partners and directors, provided that such person has not previously been refused any motor cover or continuance thereof;
  - 7.3.2 If the Participant or any other person entitled to indemnity under this extension is entitled to indemnity under any other cover in respect of the same occurrence, the Companies shall not be liable to make any payment except in respect of any excess beyond the amount payable under such cover; and
  - 7.3.3 The payment of subsidies or travelling allowance to a person using their own vehicle for the business of the Participant shall not invalidate this extension.
- 7.4 Cross Liabilities
- Where more than one Participant is named in the Statement of Cover, the Company will indemnify each Participant separately and not jointly, and any liability arising between each Participant shall be treated as though separate agreements had been issued to each, provided that the aggregate liability shall not exceed the limit of indemnity specified in the Statement of Cover.
- 7.5 Driving by Other Persons
- The Company will indemnify any person while driving or using a covered vehicle with your permission provided that such person:
- 7.5.1 Is not entitled to indemnity under any other agreement;
  - 7.5.2 Is fully and properly licensed to drive such vehicle;
  - 7.5.3 Shall act as though he or she were you and observe, fulfil and be subject to the terms, exceptions and conditions of this Agreement; and
  - 7.5.4 Has not been refused any vehicle cover or continuance thereof by any company or underwriter.
- 7.6 Parking Facilities and Movement of Third Party Vehicles
- The Company will indemnify you in respect of accidents caused by the moving of any vehicle not owned, borrowed, hired or leased by you, or in your custody and control, but moved by any person in your employment or acting on your behalf:
- 7.6.1 With the authority of any tenant, customer or visitor of yours; in connection with your parking arrangements, (excluding taxi ranks); and/or to facilitate the carrying out of your business, provided that this benefit of cover shall not apply in respect of damage to vehicles which are parked for reward.

## 7.7 Rights to Representation

- 7.7.1 The Company will, in terms of and subject to the limitations of, and for the purposes of this sub section, pay all costs and expenses incurred with their written consent, and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this sub section; or
- 7.7.2 For defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this sub section, provided that the total of the Company's liability under this extension shall not exceed the limit of liability.

## 7.8 Towing of Vehicles

This Section extends to cover liability while the Participant is towing a vehicle or trailer. The Company will not be liable under this Section for damage to the towed vehicle, or trailer, or property thereon or therein.

## 7.9 Waiver of Rights

The Company waives all rights of subrogation or action which they may have or acquire against any other person to whom the indemnity hereunder applies, and each such person shall observe, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of your Agreement as far as they can apply.

### **What is excluded**

#### 7.10 Compulsory Third Party

Claims in respect of any compensation or claim that falls within the scope of any compulsory third party enactment within the territorial limits. This exception shall apply notwithstanding that no cover under any such enactment is in force or has been effected.

#### 7.11 The excess payable by the Participant as stated in the Statement of Cover of excesses.

#### 7.12 Schedule Products

Liability arising out of carriage of prescribed dangerous goods in terms of Chapter 8 National Road Traffic Act 93 of 1996, National Road Traffic Regulations 2000.

#### 7.13 Spillage and Clean-Up Costs

Costs and expenses incurred for clean-up and remedial procedures to remove or repair the effect of spillage or leakage of any substance carried in or on the covered vehicle or any vehicle attached thereto up to the amount stated in the Statement of Cover Limits.

#### 7.14 Passenger Liability/Unauthorised Passenger Liability

Liability for death or bodily injury to passengers is expressly excluded.

#### 7.15 Territorial Limits

Liability arising from any occurrence outside the territorial limits of South Africa.

#### 7.16 Assumed Liability

Any claims arising out of any liability assumed by the Participant by agreement, unless such liability would have attached to the Participant in the absence of such agreement.

## 8. Credit Shortfall (if stated in the Statement of Cover)

- 8.1 The amount of the Statutory Settlement Balance up to 25% (twenty five per cent) of the market value or R275,000 (two hundred and seventy five thousand Rand) whichever is the lesser.

### **What is not covered**

- 8.2 Any excess(es) payable in terms of the Underlying Agreement is not covered.

#### 8.3 Excess

The excess payable is 10% (ten per cent) of the Statutory Settlement Balance.

#### 8.4 Specific Definitions

- 8.4.1 Finance Company: The Finance Company who is the creditor in terms of the credit agreement, whose interest in this cover is noted on this Agreement.
- 8.4.2 Credit Agreement: A legally enforceable credit agreement as defined in the Credit Agreement Act 75 of 1980 as amended, entered into by the Participant with the Finance Company in respect of the covered vehicle as specified in the Statement of Cover.
- 8.4.3 Statutory Settlement Balance: The payment due by the Participant in respect of the Credit Agreement Act as the date of loss being the difference between the settlement of the Underlying Agreement and balance due to the Finance Company, excluding instalment arrears and any settlement penalties levied by the Finance Company.

#### 8.5 Specific Conditions

- 8.5.1 Ex Gratia Payments: In the event of the Underlying Agreement Companies repudiating liability for a claim in terms of the Underlying Agreement, but granting payment of the claim on an "ex gratia" basis, provided such settlement is 100% (one hundred per cent) of the total amount claimed, the Participant will be indemnified in terms of this Agreement.
- 8.5.2 Payments less than market value: The amount paid in terms of the Underlying Agreement shall be not less than the market value of the vehicle covered.

#### 9. Goods in Transit Excess Reducer (if stated in the Statement of Cover)

- 9.1 The amount of the basic excess calculated in terms of the Underlying Transit Agreement subject to the maximum amount covered as indicated on the Statement of Cover, subject to a maximum of R150,000 (one hundred and fifty thousand Rand).
- 9.2 Indemnity under this Agreement is payable to the legal owner of the goods and is limited to the cost price of the goods as described in the Statement of Cover.
- 9.3 Excess Payable  
If the Underlying Agreement excess is:
  - 9.3.1 Up to R50,000 (fifty thousand Rand), an excess of 5% (five per cent) of the Underlying Agreement excess, with a minimum of R2,500 (two thousand five hundred Rand) is payable.
  - 9.3.2 Between R50,000 (fifty thousand Rand) and R100,000 (one hundred thousand Rand), an excess of 10% (ten per cent) of the Underlying Agreement excess, with a minimum of R5,000 (five thousand Rand) is payable.
  - 9.3.3 Exceeding R100,000 (one hundred thousand Rand), an excess of 20% (twenty per cent) of the Underlying Agreement excess, with a minimum of R10,000 (ten thousand Rand) is payable.

#### **Specific Conditions**

##### 9.4 Valid Underlying Agreement

At the time of the loss there must be a valid Underlying Transit Agreement with the Companies which must have a calculable excess applicable in the event of a covered loss or damage.

##### 9.5 Terms and Conditions of Underlying Agreement applicable

All conditions, warranties and exclusions applicable to the Underlying Transit Agreement will similarly be applicable to this cover. Indemnification under this Agreement will be declined should liability not be met by the Underlying Transit Agreement.

##### 9.6 Recovery or Sale of Salvage of Goods

In the event of a recovery or sale of salvage of the goods, the Companies reserve the right to be reimbursed for their rateable proportion of such recovered goods.

#### 9.7 Valid Claim

The Company will only indemnify you under this Agreement if the claim under the Underlying Agreement is a valid claim.

#### 10. Loss of Use (if stated in the Statement of Cover)

The Company will compensate you for loss of use of the covered vehicle following an event covered in terms of the Underlying Agreement.

##### 10.1 Limit

The Company will compensate you a maximum of R2,500 (two thousand five hundred Rand) per day.

##### 10.2 Maximum Per Event

The cover is limited to a maximum of R200,000 (two hundred thousand Rand) per event.

##### 10.3 Specific Conditions

The loss of use must be the result of an authorised claim in terms of the Underlying Agreement.

##### 10.4 Time Excess

Compensation will be subject to the following time delays:

10.4.1 Theft/Hijack: Compensation will be paid 14 (fourteen) days after the Recovery Agent has received notification of theft/hijack.

10.4.2 Accidental Damage: None.

10.4.3 Total Loss: In the event of a total loss, compensation will be paid after the declaration of a total loss in terms of the Underlying Agreement.

##### 10.5 Maximum Period of Compensation

Compensation will be paid until the settlement of the claim in terms of the Underlying Agreement subject to the following time periods:

10.5.1 Theft/Hijack: Compensation will be paid until the settlement of the claim in terms of the Underlying Agreement or for a maximum of 4 (four) weeks, whichever is the shorter.

10.5.2 Accidental Damage: Compensation will be paid until release from the panelbeater is signed or for a maximum of 12 (twelve) weeks, whichever is the shorter.

10.5.3 Total Loss: Compensation will be paid until settlement of claim in terms of the Underlying Agreement or for a maximum of 4 (four) weeks, whichever is the shorter.

#### 11. Own Damage Excess Reducer (if stated in the Statement of Cover)

##### 11.1 Excess of Underlying Agreement

The Company will indemnify you for the own damage excess due in terms of the Underlying Agreement, for Accidental Damage to the covered vehicle.

##### 11.2 Limits

The Company will indemnify you:

11.2.1 Up to a maximum of R200,000 (two hundred thousand Rand) in respect of Heavy and Medium Commercial Vehicles, Buses, Trailers and Special Types; and

11.2.2 Up to a maximum of R50,000 (fifty thousand Rand) for Private Motor Vehicles and Light Delivery Vehicles, for any one event.

#### **Special Conditions**

11.3 Each vehicle must be individually covered on an Underlying Agreement.

11.4 Cover excludes accumulative additional excesses (applies to basic excess only).

11.5 The Company will indemnify the Participant in the event of a claim falling within the basic excess of the Underlying Agreement.



- 11.6 No claim under this Agreement will exceed the reasonable market value of the vehicle at the time of the loss.
- 11.7 The Company will only indemnify you under this Agreement if the claim under the Underlying Agreement is a valid claim and will be indemnified by the Company.
- 11.8 Option 1  
The excess payable is 25% (twenty five per cent) of the excess due for accidental damage in terms of the Underlying Agreement.
- 11.9 Option 2  
The excess payable is R10,000 (ten thousand Rand).
- 11.10 Option 3  
The excess payable is Nil.
12. Driver Personal Accident (if stated in the Statement of Cover)
- 12.1 The Company will compensate the Participant and/or his driver or co-driver following his:
- 12.1.1 Death; or
- 12.1.2 Permanent total disability caused by accidental, violent, external and visible means.
- 12.2 Permanent disability shall mean loss by physical separation at or above the wrist or ankle or one or more loss by physical separation at or above the wrist or ankle or one or more limbs 100%
- Permanent and total loss of
- Whole eye 100%
  - Sight of eye 100%
- Permanent and total loss of hearing 100%
- Both ears 100%
  - Permanent and total loss of speech 100%
- injuries resulting in permanent total incapacity from following usual occupation or any other occupation for which such person is fitted by knowledge or training.
- 12.3 Where the injury is not specified, the Company will pay such sum as, in their opinion, is consistent with the above provisions.
- 12.4 Permanent total loss of use of part of the body shall be treated as loss of such part.
- 12.5 The maximum percentage of compensation payable for permanent disability resulting from an accident or series of accidents arising from one cause in respect of any one such person shall be 100% (100 per cent).
- 12.6 Business Limitation  
This Section applies only in respect of accidental bodily injury to such person arising from and in the course of his employment in the business.
- 12.7 Limit of Benefits  
In the event of death or permanent total disability in the course and scope of the Participant's and/or driver's employment, a maximum amount as reflected in the Statement of Cover will be paid to the Participant and/or driver or his estate.
- 12.8 Specific Conditions
- 12.8.1 After suffering accidental bodily injury for which compensation may be payable under this Section, such person shall, when reasonably required by the Company to do so, submit to a medical examination and undergo any treatment specified. The Company shall not be liable to make any payment unless this condition is complied with to its satisfaction.

12.8.2 In the event of death, the estate of the Participant and/or his driver will be compensated once a death certificate has been issued and a copy is provided to the Company.

12.9 Specific Exclusions

The Company shall not be liable to pay compensation for death, disability or medical expenses in respect of such person:

12.9.1 By his suicide or intentional self-injury;

12.9.2 Caused solely by an existing physical defect or other infirmity of such person;

12.9.3 As a result of the influence of alcohol, drugs or narcotics upon such person unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself);

12.9.4 As a result of his participation in any riot or civil commotion;

12.9.5 This Section does not cover death or injury directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

13. Repatriation Cost (if stated in the Statement of Cover)

13.1 Towing and Recovery Cost

The Company will compensate you for the reasonable cost of recovery and removal of the covered vehicle from a country outside the Republic of South Africa, following an event covered by the Underlying Agreement.

13.2 Limit

Compensation is limited to the maximum amount of R75,000 (seventy five thousand Rand).

13.3 Excess

The amount of the compensation will be added to the cost of claim and the Underlying Agreement excess will be applied to the total amount.

14. Theft/Hijack Excess Reducer (if stated in the Statement of Cover)

14.1 Excess of Underlying Agreement

The Company will indemnify you for the theft/hijack excess due in terms of the Underlying Agreement up to a maximum of R300,000 (three hundred thousand Rand).

14.2 Recovery Costs

The Company will indemnify you up to a maximum of R15,000 (fifteen thousand Rand) for recovery costs incurred by you in the process of recovering the covered vehicle.

14.3 Theft

The unlawful, intentional removal of the covered vehicle without the Participant's permission, and where the vehicle is not recovered within a period of 21 (twenty one) days.

14.4 Hijack

The unlawful, intentional removal of the covered vehicle without the driver or Participant's permission through the use of any dangerous weapon with the intent to inflict grievous bodily harm by the offender and where the vehicle is not recovered within a period of 21 (twenty one) days.

14.5 Excess Payable (Option 1)

If the Underlying Agreement excess is:

14.5.1 Up to R50,000 (fifty thousand Rand), an excess of 5% (five per cent) of the Underlying Agreement excess, with a minimum of R2,500 (two thousand five hundred Rand) is payable.

- 14.5.2 Between R50,000 (fifty thousand Rand) and R100,000 (one hundred thousand Rand), an excess of 10% (ten per cent) of the Underlying Agreement excess, with a minimum of R5,000 (five thousand Rand) is payable.
  - 14.5.3 Exceeding R100,000 (one hundred thousand Rand), an excess of 20% (twenty per cent) of the Underlying Agreement excess, with a minimum of R10,000 (ten thousand Rand) is payable.
- 14.6 Excess Payable (Option 2)

The excess payable is 10% (ten per cent) of the total excess due for theft/hijack due in terms of the Underlying Agreement.
- 14.7 Valid Claim

The Company will only indemnify you under this Agreement if the claim under the Underlying Agreement is a valid claim.
- 15. Third Party Excess Reducer (if stated in the Statement of Cover)
  - 15.1 The Company will indemnify you for third party excess due in terms of the Underlying Agreement, to a maximum of R7,500 (seven thousand five hundred Rand).
  - 15.2 Cumulative Excesses

Cover excludes accumulative additional excesses.
  - 15.3 Valid Claim

The Company will only indemnify you under this Agreement if the claim under the Underlying Agreement is a valid claim.
- 16. Additional Towing Costs (if stated in the Statement of Cover)
  - 16.1 This Section covers you for an amount up to R25,000 (twenty five thousand Rand) towards the costs incurred when recovering a covered vehicle following an accident or total loss, less the inner excess as stated in the Statement of Cover.
  - 16.2 Specific Exceptions

No claim will be processed for towing costs incurred due to the mechanical and/or electrical breakdown of the vehicle.
- 17. General Conditions

Your Agreement is subject to the following General Conditions which are precedent to Company's liability under this Agreement:

  - 17.1 Application of General Conditions

General conditions and exceptions apply to all sections of your Agreement but specific conditions, exceptions and endorsements override general conditions and exceptions. Any meaning given to a specific word or term will have the meaning when it occurs. Headings are for ease of reference only and must not be read separately from the text.
  - 17.2 Application

The signing of an application form by you, which is the basis of the cover agreement.
  - 17.3 Arbitration

Should a dispute arise between the Company and you with respect to the monetary value of a settlement of a claim and agreement can be reached on taking the matter to arbitration, the dispute must be referred to an arbitrator within 30 (thirty) days. The Company and you must appoint the arbitrator in accordance with Arbitration Foundation of Southern Africa Rules ("AFSA") and any fees incurred shall be equally divided between the Company and you.
  - 17.4 Breach

The conditions of your Agreement and sections thereof shall apply individually to each of the risks covered and not collectively to them, so that any breach shall void the Section only in respect of the risk to which the breach applies.

#### 17.5 Cancellation

This agreement or any section may be cancelled at any time by the company giving 31 days' notice in writing (or such other period as may be mutually agreed). The Participant can cancel the agreement with immediate effect.

On cancellation by the Participant, the company shall be entitled to retain the customary short period or minimum contribution for the period the agreement or section has been in force, unless cooling-off rights apply. On cancellation by the company, the participant shall be entitled to claim a pro-rata proportion of the contribution for the remainder of the Period of Cover from the date of cancellation.

#### 17.6 Change in circumstances

Should there be any change in circumstance which may affect the risk covered, it is your responsibility to notify the Company or your intermediary in writing. Failure to do so may result in cancellation of cover or claims being found to be invalid due to the change in circumstances.

#### 17.7 Claims Reporting

It is a condition precedent to Company's liability that claims are reported as required in Section 21 below. In case of theft or other criminal act which may be the subject claim under this Agreement the Participant must give immediate notice to the South African Police Service and cooperate with the Company in securing the conviction of the offender.

#### 17.8 Compliance with Legislation

It is a condition precedent to liability that at the time of any event which may give rise to a claim in terms of any Section of this Agreement, the vehicle(s) and driver(s) must comply with all legislation, statutory requirements, regulations and/or enactments and amendments thereto.

#### 17.9 Protection of Personal Information

We at Bryte, respect your constitutional right to privacy. We are committed to and bound by the terms and provisions of the Protection of Personal Information Act 4 of 2013 ("POPI") regarding the acquisition, usage, retention, transmission and deletion of your personal information. We will check and validate the information you provide through legal means. We have high level security measures in place to protect your personal information.

Your personal information herein collected is for the primary purpose of providing you with cover and for all other activities and processes incidental to and relevant to this purpose. Your information shall be kept confidential, however, we shall disclose it to certain third parties as required and other companies for the specific purpose of cover and to reduce and prevent any form of fraudulent activity. Sharing of information includes, but is not limited to, information sharing as arranged via the South African Insurance Association.

You hereby give consent and fully understand the reason for Bryte to process, use, share and retain your personal information for its designated purpose and you confirm the accuracy of the information.

You may request Bryte to amend, update, change or correct your personal information processed by us by sending a request to your broker or your nearest Bryte offices.

For a full version of the Consent to process Personal Information is available on this link (<http://www.brytesa.com/forms/personal-information/>) for download

Should you decide to cancel this cover contract you further consent to Bryte retaining the information in line with the legally permitted retention period, for statistical and reporting purposes only.

Should you decide not to accept the proposal, the information collected, will be de-identified and only used for statistical and research purposes.

#### 17.10 Currency, Interest and Delay

All contributions and claims will be paid in South African Rand. The Company will not pay any interest on a claim. The Company will not pay for any increased costs arising out of any delay in repairing, reinstating or replacing any loss or damage.

#### 17.11 Custody of the Motor Trade

Your indemnity relating to the covered vehicle shall operate while such vehicle is in the custody of a member of the motor trade for the purpose of its overhaul, upkeep or repair.

#### 17.12 Endorsed Licenses

If during the Period of Cover your license or the license of any of your drivers is endorsed, suspended, or cancelled; or you or your driver is convicted of negligent, reckless or improper driving, notification must be sent in writing to the Company or your intermediary as soon as you become aware of such endorsement or conviction.

#### 17.13 Extended Territorial Limits

17.13.1 The territorial limits are extended to include Anywhere within Sub-Saharan Africa (excluding Somalia, Congo, Sudan, Chad, Central African Republic).

17.13.2 This cover is subject to the following conditions:

17.13.2.1 Additional excess: 2.5% of claim, minimum R5,000

17.13.2.2 In the event of damages to the Participant's vehicle following an accident giving rise to a claim, the Company will not be liable for repair of the vehicle, loss or damage to accessories or theft of parts, until the vehicle has been repatriated by the Participant to the nearest South African border post.

#### 17.14 Fraud

If any claim under this agreement be in any respect fraudulent, or if any fraudulent means or devices be used by the Participant or anyone acting on his behalf to obtain any benefit under this Agreement, or if any accident, loss, destruction, damage or liability be occasioned by the wilful act or with the connivance of the Participant, all benefits under the claim shall be forfeited and the agreement will be cancelled.

#### 17.15 Coverable Interest

You may only cover property in which you have an coverable interest. You only have insurable interest if an item is stolen or damaged and, as a result, you suffer a direct financial loss.

#### 17.16 Jurisdiction

Your Agreement is subject to the jurisdiction of the courts in the Republic of South Africa only.

#### 17.17 Legal Action

The Company may, for their benefit, take over and conduct the defence or settlement of any case and prosecute such case in your name. The Company will have full discretion in the conduct of any proceedings and in the settlement of any claim.

#### 17.18 Maximum Liability

In all claims the sum covered or limit of liability in the Statement of Cover shall be the maximum liability of the Company.

#### 17.19 Misdescription, Misrepresentation or Non-disclosure

The Company may declare your Agreement, any Section or item void or cancelled if you misdescribe, misrepresent or do not disclose any material fact.

#### 17.20 Non Co-operation

Non co-operation in settling claims may result in you having to refund the Company all amounts paid in settlement of the claim.

#### 17.21 Other Cover

17.21.1 If, at the time of an event giving rise to a claim under your Agreement, cover with any other Company exists, covering you against the same events, the Company shall be liable to make good only our proportion of the amount payable by or to you in respect of such an event;



17.21.2 Where they are specified in the Statement of Cover you will be called upon to pay all compulsory and voluntary excesses as they relate to each and every claim.

17.22 Payment on Account

Where amounts recoverable from the Company are delayed pending finalisation of any claim, payments on account may be made to you, if required, at the discretion of the Company.

17.23 Precautionary Measures

If you have declared the existence of any other precautionary measures at any time during the Period of Cover, these measures are a prerequisite for cover. You must ensure that these measures are in place and in working order at the time of loss.

17.24 Contribution Payment

17.24.1 Annual Agreements: Contribution is due on or before inception date. Where your Agreement is being renewed, the Company may accept a contribution tendered more than 15 (fifteen) days after the renewal date, however they are not obliged to do so.

17.24.2 Monthly Agreements: Contributions are payable on the due date (normally the first business day of the month) and the Company is obliged to give you a 15 (fifteen) day period of grace. In respect of monthly agreements, the Company will extend this period by re-submitting the debit order for the outstanding amount within 7 (seven) days from the failed debit. If the second debit order fails, your Agreement will automatically lapse from the last day of the month for which the contribution was received.

The Company will, however, do all they can to retain your Agreement by contacting your intermediary within the first month following a failed debit.

17.25 Prescription of Claims

17.25.1 The Company will not pay any claim after the expiry of 12 (twelve) months from the date of loss. A claim that is subject to pending legal action, arbitration or third party liability is not included within this prescription;

17.25.2 Following the rejection of a claim by the Company, the Participant has 6 (six) months to serve summons on the Company, failing which the claim prescribes.

17.26 Prevention

You or any other party who is covered by your Agreement must take all reasonable precautions and steps to prevent and minimise any loss.

17.27 Repatriation

The cover provided by this Agreement will be applicable to any covered vehicle outside the borders of South Africa subject to the following terms and conditions:

17.27.1 In the event of loss or damage to the vehicle the Participant shall bear the expense of transporting the vehicle to the border post into the Republic of South Africa. The Company will thereafter pay in terms of this Section the reasonable cost of removal from the Republic of South Africa border post to the nearest repairers in South Africa.

17.27.2 The Company shall not be liable for any loss of or damage to the vehicle or any part of it subsequent to the accident until it passes through the said border post subject otherwise to the terms exceptions and conditions of the agreement.

17.28 Rights after Settlement

17.28.1 If the Company has settled a claim, and the lost property or any part of it is found, you must assist the Company to identify it and physically recover it. The Company will pay you the reasonable expenses for this assistance. If you refuse to assist the Company you will immediately repay all amounts of the claim;

17.28.2 When the Company has paid a total loss claim, the property that is the subject of the claim, belongs to the Company who may sell or deal with it as they wish.

#### 17.29 Rights of Others

You will be the only person who is entitled to claim under your Agreement. You must make a claim where indemnity is granted to any other party and your receipt of our payment will fully discharge us of our responsibility.

#### 17.30 Rights to Property

The Company, or any person authorised by them, may take or keep possession of any damaged property and deal with it in any reasonable manner. The Company will not incur any liability or diminish any other rights the Company may have when the Company does so. You may, however, not abandon any property to us whether the Company has taken possession of it or not.

#### 17.31 Statement of Cover Sums Covered Blank

If in the Statement of Cover of this Agreement the sum covered, limit of indemnity or compensation is left blank, has no monetary amount stipulated against it, is shown as nil, not covered or no indemnity extended, then there is no cover in terms of the agreement.

#### 17.32 Subrogation

You must allow the Company to do anything that is necessary or that the Company may reasonably require, during the claims handling, to enforce any right the Company may have according to subrogation. The Company may require these things before or after the Company has settled a claim. The Company will pay for the reasonable expenses thereof.

#### 17.33 Total Loss Outside the Republic of South Africa

If following an accident the covered vehicle is not returned to the Republic of South Africa and is declared a total loss outside the Republic of South Africa, the Company will settle the claim for the lesser of the market or the limit of liability as stated in the Statement of Cover. Both the excess and the value of the salvage will be subtracted from the final settlement. In such circumstances the salvage will belong to you.

#### 17.34 Third Party Liability

Where cover is provided for liability to third parties, the Company may pay you the limit of liability, or any lesser sum for which the claim can be settled, and then regard the claim as settled.

#### 17.35 Tracking System

Where an approved tracking system is required to be fitted to the vehicle, it is precedent to liability that:

17.35.1 The Participant can prove prior to the theft or hijack (or attempt thereof) the vehicle was fitted with an approved tracking system;

17.35.2 The Participant can prove that the tracking system was operational at the time of any theft or hijacking or any attempt thereof;

17.35.3 The Participant can prove that a legal contract existed between the Participant and the supplier of the tracking system and any monthly subscription fees have been paid in full at the time of any theft or hijacking or any attempt thereof;

17.35.4 The tracking system is monitored on a 24 (twenty four) hour basis, by a manned control room operated by employees of the supplier of the tracking system;

17.35.5 In the event of the tracking system being activated, the supplier of the tracking system must immediately notify the Participant of the activation and proceed with steps to recover the vehicle.

#### 17.36 Unobtainable Parts

In the event of any part, accessory or fitment needed to repair or replace the damage to the vehicle covered being unprocurable in the Republic of South Africa as a standard ready-manufactured article, or in the event of any such article being denied to the Participant for any reason, the liability of the Company shall be met by the payment of a sum equalling the value of the said article at the time of the loss or damage, but not in any case exceeding the manufacturer's last list price operative in the Republic of South Africa.

### 17.37 Amendment of agreement terms and conditions

Bryte/the company (align to agreement language) may, at its discretion and on providing you with a 31-day written notice to your Business's nominated email address, make changes to the terms and conditions of this Agreement, as and when it deems necessary.

## 18. General Exceptions

Your Agreement excludes loss, damage, destruction, injury, liability, expense directly or indirectly related to, caused by, through, and in consequence of, resulting from, arising from or contributed by:

### 18.1 Assumed Liability

Liability you assume by agreement other than liability, which would have arisen if such agreement had not been entered into.

### 18.2 Burden of Proof

If the Company alleges that by reason of any of the clauses pertaining to civil commotion, labour disturbances, war, invasion, mutiny, terrorism of the listed exceptions, the incurred loss or damage will not be covered by your Agreement. The burden of proving the contrary will rest on you.

### 18.3 Compensation for War Damages

Any occurrences for which a fund has been established in terms of the War Damage Insurance and Compensation Act 85 of 1976 or any similar Act operative in any of the geographical areas to which your Agreement applies.

### 18.4 Consequential Loss

Any consequential or indirect loss or damage of any kind or description.

### 18.5 Control of an Act

The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in each of the definitions of civil commotion, labour disturbances, war, invasion and mutiny as mentioned above.

### 18.6 Damage to Springs

Damage to springs or shock absorbers due to impact with inequalities of any surface.

### 18.7 Damage to Tyres

Damage to tyres by application of brakes or punctures, cuts or bursts.

### 18.8 Depreciation

Depreciation of any nature which shall also mean diminution in value of the vehicle arising consequent upon the vehicle having sustained damage and continuing after the repair of such damage.

### 18.9 Driving under the Influence

The Company will not compensate you if you drive or any person drives the vehicle with your knowledge or general consent, while under the influence of intoxicating liquor or any drug unless taken in terms of a prescription.

### 18.10 Excesses

The amount payable by the Participant as stated in the Statement of Cover of excesses.

### 18.11 Insurrection

Insurrection, rebellion or revolution.

### 18.12 Mutiny

Mutiny, military rising, military or usurped power, martial law or state of siege or any other event or cause which determines the proclamation or maintenance of martial law or state of siege.

### 18.13 Nuclear Exclusion

Any loss or destruction of or damage to any vehicle whatsoever or any loss or expense whatsoever resulting or arising there from or consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission. The indemnity provided by this Agreement shall not apply to nor include any loss, destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

### 18.14 Overthrow of an Authority

Any act or any attempt to perform any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence.

### 18.15 Political or Economic Change

Any act or any attempt to perform any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof.

### 18.16 Riot and strike

Loss or damage occurring within the Republic of South Africa or Namibia caused by or as a result of civil commotion, labour disturbances, riot, strike or lockout, the act of any lawfully constituted authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to above.

### 18.17 Subsequent Damage

Any subsequent damage if the vehicle is used after an accident before necessary repairs have been carried out.

### 18.18 Theft

Loss or damage following theft of any vehicle specified in the Statement of Cover with a covered value in excess of R200,000 (two hundred thousand Rand), unless the vehicle is fitted with an approved tracking system and proof of installation has been supplied to the Company.

### 18.19 Theft of Audio Installations

The Company shall not be liable for loss of or damage to the audio, communications, fleet management and tracking installation while the vehicle is parked overnight except in the course of a journey:

18.19.1 Unless the vehicle is locked, is contained in a securely locked building, or is in a securely fenced area behind locked gates; and

18.19.2 The loss or damage is accompanied by forcible and violent entry.

### 18.20 Use of the vehicle for:

18.20.1 Racing, speed or other contests, rallies or trials;

18.20.2 Carriage of explosives;

18.20.3 Carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry;

18.20.4 Use outside of the relevant manufacturers specifications; and

18.20.5 Use for any purpose in connection with the motor trade.

#### 18.21 Unlicensed Operators/Drivers or Drivers without permits

The Company shall not be liable for any accident, injury, loss, damage or liability while the vehicle is being driven by or is under the control for the purpose of being driven by a person who does not hold:

18.21.1 A current valid driving licence for the type of vehicle being driven;

18.21.2 A current valid Professional Driving Permit (PrDP) to drive such vehicle as required in terms of the National Road Traffic Amendment Act of 1998 as amended; and

18.21.3 A current valid operator's license as required in terms of the National Road Traffic Act 1996 and as amended.

#### 18.22 Use outside the description of use as defined.

#### 18.23 War

Any loss or damage related to or caused by:

18.23.1 War, invasion, act or foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;

18.23.2 Mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege.

#### 18.24 Wear and Tear

Wear, tear, mechanical, electronic or electrical breakdown, failure or breakage.

#### 18.25 Communicable Disease

1. Notwithstanding any other provision of this agreement to the contrary, this agreement does not cover any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of, attributable to, resulting from, originating from, occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

2.1 for a Communicable Disease, or

2.2 any property covered hereunder that is affected by such Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property covered hereunder.

4. This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

5. All other terms, conditions and exclusions of the agreement remain the same. If the Company alleges that by reason of this exclusion, any loss, damage or liability is not covered by this Agreement the burden of proving the contrary rests on the Participant.

## 18.26 Property Cyber and Data

1. Notwithstanding any provision to the contrary within this Agreement or any endorsement thereto this Agreement excludes any:
  - 1.1 Cyber Loss;
  - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This exclusion supersedes and, if in conflict with any other wording in the agreement or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

### Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
6. Cyber Incident means:
  - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
  - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
7. Computer System means:
  - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Participant or any other party.
8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

## 18.27 Sanctions clause

Notwithstanding any other terms under this cover agreement, no Company shall be deemed to provide coverage or will make any payments or provide any service or benefit to any Participant or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Participant would violate any applicable trade or economic sanctions law or regulation.



19. Procedures to be followed in the event of loss or damage which may give rise to a claim

It is a condition precedent to Company's liability that in the event of a claim you act as follows:

- 19.1 In the case of theft or hijack, and as soon as the occurrence is known, IMMEDIATE NOTIFICATION must be given to:

**The RECOVERY AGENT INDICATED ON YOUR Statement of Cover**

- 19.2 The Company must be notified as soon as possible but not later than TWO WORKING DAYS after the occurrence.
- 19.3 Take all reasonable steps to recover the stolen property and to discover the guilty party.
- 19.4 Advise the Company of any claim (other than theft, hijack, or a claim from a third party), as soon as possible from the time of the occurrence that may lead to a claim but not later than TEN WORKING DAYS after the occurrence.
- 19.5 In the case of a serious claim where damage to the covered vehicle is likely to exceed R100,000 (one hundred thousand Rand) and/or more than one third party is involved in the event, IMMEDIATE NOTIFICATION must be given to:

**The RECOVERY AGENT INDICATED ON YOUR Statement of Cover**

- 19.6 Inform the South African Police Service as soon as possible and in any event not later than 24 (twenty four) hours following the accident or theft of property.
- 19.7 Complete a claim form as soon as is reasonably possible and provide the Company with all material information as requested. The Company will be under no obligation to proceed with a claim if you do not provide, in full, the required information.
- 19.8 Provide the Participant with material proof, information, sworn declarations and any other documentation that the Company may require as soon as practicable.
- 19.9 Provide the Company with the particulars of any other cover that covers the same events as any Section of your Agreement.
- 19.10 Immediately forward to the Company any notice of a claim, communication, writ, summons or other legal process issued or commenced against you in connection with the occurrence.

20. Cover provided by SASRIA

- 20.1 Subject to the terms, exceptions and conditions contained herein, SASRIA will indemnify the Participant against loss of or damage to the property described in the Statement of Cover directly related to or caused by:
- 20.1.1 Any act (whether on behalf of any organisation, body, person, or group of persons) calculated or directed to overthrow or influence any State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
- 20.1.2 Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- 20.1.3 Any riot, strike or public disorder, or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
- 20.1.4 Any attempt to perform any act referred to above; and
- 20.1.5 The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to above.
- 20.2 In this Agreement, the term "Public Disorder" shall be deemed to include civil commotion, labour disturbances or lockouts.
- 20.3 SASRIA may at its option repair or replace such property or any part thereof or may pay in cash the amount of the loss or damage not exceeding the reasonable retail value of the property covered in the Statement of Cover of this Agreement subject always to clause 8.20. If the property covered is the subject of a hire purchase or similar agreement and the seller or lessor

(hereinafter referred to as the "Owner") is interested in any monies which would be payable to the Participant under this Agreement in respect of loss of or damage to the property covered (which loss or damage is not made good by repair or replacement) such monies shall if so requested in writing be paid to the said Owner and/or to the Participant to the extent of their respective interests as long as they are interested in the said property, and their receipt shall be a full discharge of SASRIA in respect of such loss or damage. Save as herein expressly provided nothing herein shall modify or affect the rights and liabilities of the Participant or SASRIA under or in connection with this Agreement or any condition or term thereof.

- 20.4 In the event of any part accessory or fitment of whatsoever nature needed to repair or replace damage to the property covered being unprocurable in the Republic of South Africa, as a standard ready manufactured article or in the event of any such article being denied to the Participant for any reason the liability of SASRIA shall be met by the payment of a sum equalling the value of the said article at the time of the loss or damage but not in any case exceeding the manufacturer's last list price operative in the Republic of South Africa.
- 20.5 If the property covered under this Agreement is disabled by reason of any loss or damage SASRIA will pay the reasonable cost of protection and removal to the nearest repairers. SASRIA will also pay the reasonable cost of the delivery to the Participant after repair of such loss or damage not exceeding the reasonable cost of transport to the address of the Participant in the Republic of South Africa.

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

- 20.6 Consequential loss from any cause whatsoever, depreciation of any nature which shall also mean diminution in value howsoever arising of the covered property consequent upon its having sustained damage covered against and continuing after the repair of such damage, wear and tear and mechanical or electrical breakdown, failure or breakage.
- 20.7 Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.
- 20.8 Loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of any War Damage Insurance and Compensation legislation.
- 20.9 Any loss or damage related to or caused by:
- 20.9.1 War, invasion, act or foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
  - 20.9.2 Mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege; and
  - 20.9.3 The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with any occurrence referred above.
- 20.10 Any claims arising out of any liability assumed by the Participant by agreement, unless such liability would have attached to the Participant in the absence of such agreement.
- 20.11 Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission.
- 20.12 The indemnity provided by this Agreement shall not apply to nor include any loss, destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
- 20.13 Nuclear/Chemical/Biological Terrorism Exclusion
- It is agreed that, regardless of any contributory cause(s), this cover does not cover loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. For the purpose of

this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or personal purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear. If it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon/Agreement the burden of providing the contrary shall be upon the Participant.

#### 20.14 Claims Procedure

On the occurrence of any loss or damage the Participant shall as soon as reasonably possible give notice thereof in writing to the Company. The Participant shall give to SASRIA all such proofs and information in connection with the claim as may reasonably be required.

#### 20.15 Subrogation

The Participant shall at the request and at the expense of SASRIA do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by SASRIA for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which SASRIA shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under the agreement, whether such acts or things shall be or become necessary or required before or after the indemnification by SASRIA.

#### 20.16 Contribution

If at the time any claim arises under this Agreement there is any other existing cover covering the same loss or damage SASRIA shall not be liable to pay or contribute more than its rateable share of any loss or damage.

#### 20.17 Precaution

The Participant shall take all reasonable steps to safeguard against loss or damage to the property described in the Statement of Cover to this Agreement.

#### 20.18 Transfer

Nothing contained in this Agreement shall give any rights against SASRIA to any person other than the Participant. SASRIA shall not be bound by any passing of the interest of the Participant otherwise than by death or operation of law.

20.19 If any difference shall arise as to the amount to be paid under this Agreement (liability being otherwise admitted) such difference shall be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa, and at such place as SASRIA may determine.

20.20 Where any difference or dispute is in terms of above to be referred to Arbitration the award of the Arbitrator(s) shall be final and binding and the making of such award shall be a condition precedent to any right of action against SASRIA under this Agreement.

#### 20.21 Limitation

In no case whatsoever shall SASRIA be liable under this Agreement after the expiration of 12 (twelve) months from the happening of the event unless the claim is then the subject of Arbitration, or Court proceedings already instituted.

#### 20.22 Average

If the property covered hereby shall at the commencement of any destruction or damage to such property be of greater value than the total value on risk appearing in the Statement of Cover to this Agreement in the case of the Motor Dealer or Fleet Owner then the Participant shall be considered as being his own Company for the difference and shall bear a rateable share of the loss accordingly.

#### 20.23 Total Loss of Property

If any vehicle described in the definition of property above be treated as a total loss by SASRIA then all cover in terms of this Agreement shall terminate in respect of such vehicle from the date of such total loss and no refund of contribution shall be payable to the Participant.

#### 20.24 Contribution

Notwithstanding that the Period of Cover stated in the Statement of Cover to this Agreement may be less than 12 (twelve) months, the minimum contribution payable by the Participant shall be the full annual contribution.

#### 20.25 Validity

This Agreement shall not be valid unless countersigned by the Nominated Company.

#### 20.26 Alteration of Use of Property covered

SASRIA shall not be liable in respect of any loss of or damage to the property if at the time of such loss or damage the property was being used by the Participant or any person acting with the knowledge of the Participant in any manner which would ordinarily have required the property to be covered in a higher rated category than that used for determining the contribution shown in the Statement of Cover.

#### 20.27 Territorial Limitation

The cover is restricted to property within the Republic of South Africa and if the property is in Namibia temporarily, that is for not more than 60 (sixty) days.

#### 20.28 Cancellation

This Agreement may be cancelled at any time at the request of the Participant but in such cases no refund or pro rata refund of contribution shall become payable.

#### 20.29 Fraud

If the claim be in any respect fraudulent and if any fraudulent means or devices be used by the Participant or anyone acting on his behalf to obtain any benefit under this Agreement and if any destruction or damage be occasioned by the wilful act and with any connivance of the Participant, all benefit under this Agreement shall be forfeited.

#### 20.30 Misrepresentation

This Agreement shall be voidable in the event of any material misrepresentation, misdescription or non-disclosure.

#### 20.31 Reporting Claims to Authorities

All events which may give rise to a claim in terms of this Agreement must be reported to the South African Police Service as soon as reasonably possible.

#### 20.32 Specific Conditions

If, during the currency of this Section, any driver's licence in favour of the Participant or their authorised driver is endorsed, suspended or cancelled, or if he or they shall be charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the Company immediately the Participant have knowledge of such fact.

## **Notice supplied in addition to the Statutory Notice supplied with this Agreement**

Cover agreements are legal contracts entered into between the Company (we/us) and the Participant (you/your). The Intermediary (broker) used by you, as your agent and in terms of the Financial Advisers and Intermediary Services Act (FAIS), is obliged to bring to your attention all aspects of the cover agreement that affect the coverage purchased, both the positive and negative aspects.

### **Definitions**

To assist all concerned, and in particular you, we have produced/reproduced various definitions utilised by us that could affect you in your understanding of the cover provided by this Agreement in the General Definitions Section of the Agreement.

These definitions are not a comprehensive list of all those used in this Agreement, but we believe that they are of such a nature that we should bring them to your specific attention.

There are other definitions used in this Agreement but we are confident that the broker is fully aware of definitions used in the South African Business insurance market upon which this Agreement has been based.

These definitions do not necessarily appear in this Agreement in the same order as they are listed.

Should you require any additional information, or explanation, as to the application of these definitions, or any aspect of this Agreement, it is recommended that you contact the broker that arranged this Agreement on your behalf.

However, we are always available to assist you should the need arise.



## Contact

### **Registered Address**

15 Marshall Street, Ferreirasdorp,  
Johannesburg, 2001, South Africa

**T** +27 (0) 11 370 9111  
[www.brytesa.com](http://www.brytesa.com)

Postal Address  
PO Box 61489, Marshalltown, 2107

### **Bryte Specialist Motor Proprietary Limited**

A Fairfax Company

Registration No. 2019/162372/07 | Licensed insurer and authorised FSP (17703)