



BEYONDA TOPSURE POLICY WORDING



Beyonda Group (Pty) Ltd. as authorised by Centriq Insurance Company Limited in consideration of having actually received the correct premium agrees and undertakes in favour of the Insured to pay Benefits described in the Policy upon the occurrence of an Insured event anywhere within the Territorial Limits during any period of Insurance subject to the Terms, Conditions and Exclusions contained herein.

DEFINITIONS:

The Insured

The person or the business entity named as the Insured in the application, Certificate of Insurance and or policy schedule for this Insurance and shall include such persons, authorized employees, spouse, parents and children normally residing with such person together with such other persons who can be regarded as permanent members of the Insured Persons Household and Staff.

Insured Vehicle

The vehicle(s) described in the Application / Policy Schedule and registered in the name of the insured, whilst in the care, custody and control of The Insured, excluding any parts or accessories.

Territorial Limits

The area which on January 1, 1976 constituted the Republic of South Africa , Namibia, Lesotho, Swaziland, Botswana, Tanzania, Zambia, Zimbabwe, Mozambique and Democratic Republic of Congo (DRC) no further north than Lubumbashi.

Finance Company

The Finance Company, who is the creditor in terms of the credit agreement, who's interest in this insurance, is noted on this policy schedule.

Underlying Policy

The current valid Motor Comprehensive and / or Motor Liability and / or All Risks Goods in Transit Policy as applicable to the cover, effected in the name of The Insured with an Insurer (*as defined in the Insurance Act 58 of 1998 as amended*) in respect of The Insured asset.

Conveyances

Cover is limited to goods conveyed by the vehicle specified on the policy schedule. Any goods conveyed by a vehicle other than the specified vehicle will not be covered in terms of the policy. The vehicle specified on the policy schedule will be identified by registration number and must be identical to the same vehicle involved at the time of a loss and / or claim, failing which will result in no claim / cover.

Hijacking definition: Goods in Transit

Seizure of the insured goods consigned contained in or on such conveyance where such seizure is accompanied by unlawful and forcible removal of the goods consigned to a destination other than originally intended and accomplished by means of violence or threat of violence on or against the person or persons who, at the time of such seizure, are in actual lawful control of such conveying vehicle carrying the goods consigned.

Hijacking definition: Vehicle

Seizure of the insured vehicle where such seizure is accompanied by unlawful and forcible removal of the insured vehicle to a destination other than originally intended and accomplished by means of violence or threat of violence on or against the person or persons who, at the time of such seizure, are in actual lawful control of such vehicle.

Credit Agreement

A legally enforceable Credit Agreement as defined in the National Credit Act 34 of 2005 as amended, entered into by The Insured with the Finance Company in respect of the Insured vehicle and specified in the Policy Schedule.

Statutory Settlement Balance

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

Market Value

The reasonable market value of the vehicle shall be deemed to be the average of the Trade and Retail value of the same model and year manufactured, including the value of factory fitted sound equipment, spare parts and accessories as reflected in Mead and Mc Grouther's Dealer Guide for the year and month in which the loss took place. Where the particular make and model of the Insured Vehicle is not reflected in the relevant Dealer's Guide (*or Auto Dealer's Digest - for cars over 10 years old*) then an average value given for the Insured Vehicle by three independent motor industry sources of The Underwriter's choice will be used as the Market Value of the Insured Vehicle.

Commercial Vehicle

The vehicle excluding taxis, demo and rental vehicle registered and licensed with the appropriate authorities to operate for commercial use as described in the Policy Schedule. This vehicle must be insured on an Underlying Policy.

Private / Passenger Vehicle

The vehicle excluding taxis, demo and rental vehicle described in the Policy Schedule including station wagons, double cab (LDV), Sport utility vehicle (SUV) and the like or similar vehicle designed to seat not more than 9 persons including the driver. Cover is restricted to private, professional and pleasure purposes only, this vehicle must be insured on an Underlying Policy.

Premium

The amount due in terms of the policy paid by or on behalf of The Insured to the Company prior to cover incepting.

Excess

Amount due by insured in terms of the Underlying Policy, limited to the amount specified on the Beyonda Policy Schedule.

Inner Excess

The amount due by insured in terms of this policy.

Theft

The unlawful intentional removal of the Insured vehicle or goods without the Insured's permission.

Total loss Reducer (Including Theft/Hijack)

Any Policy Excess payable in respect a Total loss in terms of the Underlying Policy limited to the amount specified in the Beyonda Policy Schedule.

Third Party Excess Reducer

The amount payable in the event of a third party claim (commonly referred to as section II liability excess).

Non Standard Own Damage Excess or First Amount Payable

All Policy Excesses payable in terms of the Underlying Policy,

- i. Is greater than 10% of the agreed loss / claim
and / or
- ii. The min excess required by the Underlying Insurer is greater than R40,000
and / or
- iii. The min excess required by the Underlying Insurer is based on a minimum of 5% of vehicle value or higher.

Standard Own Damage Excess and / or First Amount Payable

All Policy Excesses payable in respect of Own Damage loss (excluding Theft & Hijack and / or Third Party Liability) in terms of the Underlying Policy that is not greater than the Non Standard Own Damage Excess or First Amount Payable as defined above.

Additional / Penalty underlying excess due on Underlying Policy

Any additional / penalty policy excess as defined payable in terms of the Underlying Policy, limited to Heavy Commercial vehicles only.

Application / Policy Schedule

Documentation issued as evidence of insurance and thereby entitling The Insured to the Benefits applicable as defined herein.

Occurrence

The event which gave rise to the Insured's claim in terms of the Underlying Policy.

Date of Loss

The date of occurrence in terms of the Underlying Policy.

Period of Insurance

The period stated in the Application / Policy Schedule commencing from the actual receipt of the first payment of The Insured's Premium and any subsequent uninterrupted period for which the premium has been actually received by the Underwriter.

Underwriters

Shall mean Centriq Insurance Company Limited.

Sum Insured

The value stated on the Policy Schedule in respect of the item insured.

INSURED SECTIONS

Each section is only applicable if stated in the Policy Schedule.

SECTION 1 – TOTAL LOSS EXCESS REDUCER (INCLUDING THEFT & HIJACK)

(Heavy Commercial Vehicles, Private Motor Vehicles, Motorcycles, Light Delivery Vehicles, Busses, Special Types & Trailers)

Defined Event

This section insures your Total Loss excess which is payable in terms of your Underlying Insurance Policy limited to the Sum Insured stated in the Policy Schedule or the Maximum Sum Insured stated below, subject to the applicable Inner excess (as defined).

Specific Conditions

1. In terms of the insured vehicles (as defined) the policy is limited to the Sum Insured as stated subject to maximum sum insured per event of;
(a) Heavy Commercial Vehicles, Light Delivery Vehicles, Busses, Special Types & Trailers - R325,000
(b) Private Motor vehicles & Motorcycles - 10% of the vehicle value maximum R60,000
2. In the event that the Underlying Policy Insurer successfully recovers the Insured Vehicle, the Underwriter reserves the right to be reimbursed for their ratable portion of the salvage.
3. First amount payable (excess): The inner excess will be NIL. Should the vehicle be recovered with damage, provided that the proximate cause was theft/hijack same inner excess as per Own Damage Plus will apply.

Specific Exclusions

1. No benefit shall accrue until a period of 6 (six) consecutive weeks has elapsed from the date of the Insured Total Loss event or in the event that the Insured has not been indemnified by the Underlying Policy Insurer.
2. Tyres and accessories are excluded.

SECTION 2 – PENALTY EXCESS – Theft/Hijack

(Heavy Commercial Vehicles, Light Delivery Vehicles, Busses, Special Types & Trailers)

Defined Event

This section insures your excess which is payable in terms of your Underlying Insurance policy covering the additional penalty excesses due limited to the Sum Insured as stated in the Policy Schedule and the Maximum Sum Insured as stated below provided the said liability on the Underlying Insurance Policy exceeds the Sum Insured stated in this Policy Schedule.

Specific Conditions

1. This section will not apply to those penalty excesses specifically endorsed by the Underlying Insurer due to corrective action, i.e. as a result of claims.
2. The policy is limited to the Sum Insured as stated in the Policy Schedule subject to a maximum sum insured of R30 000 per event.
3. Penalty excess cover must be specified and is limited to: penalty for theft/hijack reported late to underlying insurance company

Specific Exclusions

1. The Underwriter shall not be held liable for:
Any loss or damage or injuries to third parties; consequential loss as a result of any cause whatsoever, depreciation in value whether arising from repairs following defined event or otherwise wear and tear, mechanical breakdown failure, any penalty excess not specifically purchased.

SECTION 3 - OWN DAMAGE EXCESS REDUCER – (FLAT INNER EXCESS)

(Heavy Commercial Vehicles, Private Motor Vehicles, Motorcycles, Light Delivery Vehicles, Busses, Special Types & Trailers)

Defined Event

This section insures your Standard Own Damage/Section A excess which is payable in terms of your Underlying Insurance Policy limited to the Sum Insured stated in this Policy Schedule and the Maximum Sum Insured stated below.

Specific Conditions

1. In terms of the Insured vehicles the policy is limited to the Sum Insured as stated subject to maximum sum insured per event of;
(a) Heavy Commercial Vehicles, Busses, Special Types & Trailers – R200,000
(b) Light Delivery Vehicles - R50,000
(c) Private Motor Vehicles & Motorcycles - 5% of vehicle value max R30,000
2. Less the Inner excess as stated in the Policy Schedule.
3. Additional Inner Excess of 25% of Beyonda Sum Insured where a non-standard excess applies on an Underlying Policy.

Specific Exclusions

The Underwriter shall not be held liable for:

1. Any loss or damage or injuries to third parties; consequential loss as a result of any cause whatsoever, depreciation in value whether arising from repairs following defined event or otherwise wear and tear, mechanical breakdown failure, any penalty excess not specifically purchased.
2. Towing & Recovery Costs are excluded unless the policy has been extended to include Tow Fee Reducer (Section 14).
3. Total Loss Excess Reducer (theft/hijack incl.) is excluded unless the policy has been extended to include Total Loss.

SECTION 4 - OWN DAMAGE PLUS EXCESS REDUCER - (LOWER INNER EXCESS)

(Heavy Commercial Vehicles, Busses, Special Types & Trailers)

Defined Event

This section insures your Standard Own Damage/Section A excess which is payable in terms of your Underlying Insurance Policy limited to the Sum Insured stated in this Policy Schedule and the Maximum Sum Insured stated below.

Specific Conditions

1. In terms of the Insured vehicles the policy is limited to the Sum Insured as stated subject to maximum sum insured per event of;
(a) Heavy Commercial Vehicles, Busses, Special Types & Trailers – R200,000
2. Less the Inner excess as stated in the Policy Schedule.
3. Additional Inner Excess of 25% of Beyonda Sum Insured where a non-standard excess applies on an Underlying Policy.

Specific Exclusions

The Underwriter shall not be held liable for:

1. Any loss or damage or injuries to third parties; consequential loss as a result of any cause whatsoever, depreciation in value whether arising from repairs following defined event or otherwise wear and tear, mechanical breakdown failure, any penalty excess not specifically purchased.
2. Towing & Recovery Costs are excluded unless the policy has been extended to include Tow Fee Reducer (Section 14).
3. Total Loss Excess Reducer (theft/hijack incl.) is excluded unless the policy has been extended to include Total Loss.

SECTION 5 – PENALTY OWN DAMAGE EXCESS REDUCER

(Heavy Commercial Vehicles & Trailers)

Defined event

This section insures your excess which is payable in terms of your Underlying Insurance policy covering the additional penalty excesses due limited to the Sum Insured as stated in the Policy Schedule and the Maximum Sum Insured as stated below provided the said liability on the Underlying Insurance Policy exceeds the Sum Insured stated in this Policy Schedule.

Specific Conditions

1. This section will not apply to those penalty excesses specifically endorsed by the Underlying Insurer due to corrective action, i.e. as a result of claims.
2. In terms of each specifically insured penalty excess the policy is limited to the Sum Insured as stated in the Policy Schedule subject to a maximum sum insured of R30 000 per event less the respective Inner excess of 25% of claim.
3. Options available:
 - (a) Driving between 23h00 and 05h00.
 - (b) PDP less than two years old.
 - (c) Driver under 25 years or older than 65 year.
 - (d) Single vehicle accident.

- (e) Capsizing and Overturning whilst tipping.
- (f) Driving license is issued by an authority outside the Republic of South Africa.
- (g) Speed Limit – 90km/h speed limit exceeded.

Specific Exclusions

1. The Underwriter shall not be held liable for:
Any loss or damage or injuries to third parties; consequential loss as a result of any cause whatsoever, depreciation in value whether arising from repairs following defined event or otherwise wear and tear, mechanical breakdown failure, any penalty excess not specifically purchased.

SECTION 6 – SECTION II LIABILITY FRANCHISE EXCESS (THIRD PARTY EXCESS)

(Heavy Commercial Vehicles, Busses, Special Types, Trailers & LDV'S)

Defined Event

This section insures you for payment of your liability / Section II excess which is payable in terms of your Underlying Insurance Policy limited to the Sum Insured stated in this Policy Schedule and the Maximum Sum Insured stated below or in the Policy Schedule.

A liability event is defined as any accident caused by or through or in connection with any vehicle described in the Policy Schedule or in connection

with the loading and/or unloading of such vehicle in respect of which the Insured and/or any passenger becomes legally liable to pay, provided the said liability on the Underlying Policy exceeds the Sum Insured stated in this Policy Schedule.

Specific Conditions

1. Unless otherwise stated, the liability of the company under this sub-section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the schedule.
2. This policy will only respond if the underlying insurer requests for the section II liability excess i.e. there must be a valid claim.
3. This section will not apply to Trailers that are not hitched to the horse at any one time unless individually specified under the policy.

Specific Exclusions

This policy will not respond to a claim where there is both motor own damage & TP liability and only a single excess applies to both damages.

SECTION 7 – LOSS OF USE

(Heavy Commercial Vehicles, Light Delivery Vehicles, Busses, Special Types & Trailers)

Defined Event

This section insures your Loss of Income of your insured Commercial Vehicle following an insured event of Own Damage or Total Loss (including Theft/Hijack) which is payable in terms of your Underlying Policy, limited to the Sum Insured/daily pro-rata benefit as stated in the Policy Schedule whilst having repairs effected within a reasonable period (solely determined by Beyonda) following an Insured event.

Specific Conditions

1. If being repaired cover will only be applicable whilst the Insured Vehicle is in the custody of a registered member of the motor trade, who is an Underlying Policy approved collision damage repairer.
2. Maximum benefit of R120 000 any one event in total, or
 - (a) R15 000 per week, or
 - (b) 8 weeks in total
3. After the deduction of the time excess as defined in the Policy Schedule, this cover will commence from the date of the authorisation of repairs by the Underlying Policy Insurer.
4. The indemnity period will expire on date of completion of authorized repairs or on the day the Agreement of Loss/Agreed Total Loss Release/Tender of Settlement is forwarded from Insurer onto Insured.
5. Any indemnity amount will only become applicable if the Insured is unable to use the Insured Vehicle in the opinion of Beyonda prior to the commencement of repair following a loss or accident giving rise to a claim in terms of the Underlying Insurance Policy.
6. The Insured event must be the subject of an indemnifiable claim in terms of the Underlying Policy.
7. **Should the insured vehicle(s) be declared a total loss or Stolen or Hijacked & not recovered in terms of the Underlying Policy whichever occurs first but in any event not exceeding:**
8. The limit purchased per the policy schedule up to a maximum of 8 / eight weeks in total if the vehicle(s) is repaired,
9. The limit purchased per the policy schedule up to a maximum of 6 / six weeks in total if the vehicle(s) was declared a total loss or Stolen or Hijacked and not recovered. Any amount payable shall only commence after the expiry of the Time Excess as defined.
 - (a) A three day Time Excess to apply to sum insured up to R60,000
 - (b) A five day Time Excess to apply to sum insured up to R120,000
10. **If a second claim occurs on the same vehicle(s) within a 12-month cycle, the time excess period will be 15 days and on a third claim within a 12 month cycle on the same vehicle(s), the excess period will be 20 days.**
11. The time excess period will apply over and above any other excess payable under this Policy in connection with the same incident.
12. Any claims for Loss of Use or Total Loss per vehicle arising within the first 60 days of cover will result in a 21 day excess period being applied.
13. Combined claims limit in respect of Own Damage Excess and Loss of Use:
14. An overall combined gross claims limit of R200,000 per incident is applicable when benefits under Section 2, 3 and 6 are claimed.

Specific Exclusions

1. No claim will be processed for downtime caused by mechanical and/or electrical breakdown.
2. No claim will be paid unless proof is submitted that the Underlying Company has indemnified the Insured for the said insured event.

SECTION 8 – CREDIT SHORTFALL

(Heavy Commercial Vehicles, Private Motor Vehicles, Motorcycles, Light Delivery Vehicles, Busses, Special Types & Trailers)

Defined event

This section insures you for the shortfall arising following a total loss settlement per the Underlying Insurance Policy; this amount is calculated as the difference between the retail value (as stipulated in the Mead & McGrouther Dealers Guide) and the Statutory Settlement Balance in the applicable Credit Agreement as defined.

Specific Conditions

1. The amount of the Statutory Settlement Balance up to a maximum of:
 - (a) Heavy Commercial Vehicles, Busses, Special Types & Trailers – R250,000
 - (b) Light Delivery Vehicles, Private Motor Vehicles & Motorcycles – R60,000
2. The amount paid by the Underlying Policy will be deducted.

Specific Exclusions

1. Excluding any amount not directly related to the financing of the purchase / lease of the Insured vehicle and its accessories such as but not limited to insurance premiums, maintenance agreements, warranty agreements and the like.
2. Excluding any arrear amounts, interest on arrears or any other fees, such as but not limited to maintenance fees and also excluding any residual payment due under the final installment and any re-financed payments.
3. Inner excess of 10% of vehicle value will apply for all claims where a 0% (NIL) deposit was paid when the Finance Agreement inceptioned and / or the finance term exceeded 60 months.

SECTION 9 – DEPOSIT PROTECTOR

(Heavy Commercial Vehicles, Private Motor Vehicles, Motorcycles, Light Delivery Vehicles, Busses, Special Types & Trailers)

Defined event

Where the Underlying Comprehensive Motor Insurer regards the insured vehicle(s) as uneconomical to repair and writes the vehicle(s) off, or if the insured vehicle(s) is stolen or hijacked and is not recovered by claim settlement date.

Specific Conditions

1. The underwriters will pay the insured a benefit of 10% of the sum insured on the underlying policy, subject to a maximum of :
 - (a) Heavy Commercial Vehicles, Busses, Special Types & Trailers – R150,000
 - (b) Light Delivery Vehicles, Private Motor Vehicles & Motorcycles – R60,000
2. Limited to the actual deposit paid.
3. The benefit will only become payable when the underlying claim has been settled subject to the provisions, exceptions and conditions stipulated in the policy.
4. Cost of repair must exceed 70% of the Mead & Mc Grouther's retail value of the insured vehicle(s).
5. An inner excess of 10% of claim will apply to any amount payable in terms of this policy.
6. Insured vehicle(s) must be subject to an outstanding finance agreement.
7. Total benefit under Underlying Policy and Beyonda policy cannot exceed the vehicle value.

SECTION 10 – GOODS IN TRANSIT BASIC & THEFT / HIJACK EXCESS REDUCER

(Heavy Commercial Vehicles & LDV'S)

Defined event

This section insures your specified vehicle Goods in Transit Basic and Theft / Hijack excess applicable and which is calculated and payable on your Underlying Insurance Policy limited to the Sum Insured as stated in the Policy Schedule and the maximum sum insured as stated below.

Specific Conditions

1. Maximum limit of Indemnity – R200 000 per event
2. Limited to Cost Price of goods to the owner of the goods and/or replacement value and/or market value whichever is the lesser, at time of loss.
3. There must be in force a valid Underlying Transit Policy with a registered South African insurer covering the risks insured, at the time of loss.
4. The limit of liability is no greater than 25% of the underlying policy sum insured or up to the maximum sum insured stated, whichever is the lesser.
5. If liability is declined in terms of the Underlying Transit Policy then indemnification of this policy will similarly be declined.
6. Any condition, warranty or exclusion applicable to the Underlying Transit Policy will similarly be applicable to this cover.
7. This policy will only respond where there has been a legitimate basic or theft / hijacking claim on the Underlying Transit Policy and such indemnity has been paid to the Insured by the Insurer, less the excess applicable in terms of the Underlying Transit Policy.
8. Insurers reserve the right to call for proof of payment of the loss by the Insurers of the Underlying Transit Policy, including copies of the Insurers claim adjustment, agreement of loss form or a full copy of the Underlying Transit Policy.
9. In the event of a recovery of any hijacked, stolen or damaged goods / salvage being made, Insurers reserve the right to be reimbursed for their ratable proportion of any such recovered goods.
10. Where a driver or co-driver colludes with perpetrators, then an additional excess of R10,000 will be applicable.
11. Insurers are entitled to charge a re-instatement premium equivalent to the monthly premium, following an insured loss.
12. In the event of a recovery of any damaged goods / salvage being made, Insurers reserve the right to be reimbursed for their ratable proportion of any such recovered goods.

Specific Exclusions

1. No cover will apply in the event of aggregate deductibles.
2. This policy will not respond in instances where the basic or theft / hijacking claim has fallen within the excess of the Underlying Transit Policy.

SECTION 11 – TOPGLASS

(Heavy Commercial Vehicles, Light Delivery Vehicles & Private Motor Vehicles)

Defined event

This section insures the repair or replacement of your windscreen damaged on your specified insured vehicle and NOT the excess reducer section.

Specific Conditions

1. All windscreen claims must be reported within 7 days of loss.
2. A 60 day waiting period will apply from inception of the policy before cover is effective unless proof of previous and continuous comprehensive cover including windscreen insurance can be given.
3. All vehicle(s) must be issued with a valid National Glazier pre-inspection report prior to cover inception unless by prior arrangement by the Underwriters in writing.
4. This cover will only indemnify the insured following loss or damage to window / glass only.
5. Repairs to windscreens are not subjected to any excess.

6. Maximum limit of indemnity: R15,000 anyone replacement.
7. Glass cover for busses is excluded.
8. Less the first amount payable (excess) as defined.
9. Private Motor Vehicles valued under R250,000, excess will be 20% of claim, minimum R350 and for every claim thereafter on the same vehicle and within the same 12 month period of cover will be 25% of claim, minimum R500.
10. Private Motor Vehicles valued over R250,000, excess will be 20% of claim, minimum R500 and for every claim thereafter on the same vehicle and within the same 12 month period of cover will be 25% of claim, minimum R650.
11. Light Delivery Vehicles (including panel vans, 4x4 and Multipurpose vehicles) valued under R200,000, the excess will be 20% of the claim, minimum R400 and for every claim thereafter on the same vehicle and within the same 12 month period of cover will be 25% of claim, minimum R700.
12. Light Delivery Vehicles (including panel vans, 4x4 and Multipurpose vehicles) valued over R200,000, the excess will be 20% of the claim, minimum R500 and for every claim thereafter on the same vehicle and within the same 12 month period of cover will be 25% of claim, minimum R750.
13. Heavy Commercial Vehicles valued up to R500,000, the excess will be 20% of the claim, minimum R500 and for every claim thereafter on the same vehicle and within the same 12 month period of cover will be 25% of claim, minimum R1,000.
14. Heavy Commercial Vehicles valued over R500,000, the excess will be 20% of the claim, minimum R750 and for every claim thereafter on the same vehicle and within the same 12 month period of cover will be 25% of claim, minimum R1,500.

Specific Exclusions

1. Should any other damage occur then the policy will not respond. No indemnity exists for loss or damage to any vehicle(s) lights or mirrors or for any extras, i.e. Window safety shield clear, tint or signage.
2. The Underwriters will not take responsibility for any damage on glass that is covered under this insurance if such glass is damaged as a result of any extras as defined above but not limited to the above, is fitted.

SECTION 12 – HAZARDOUS CHEMICAL POLLUTIONS LIABILITY EXCESS REDUCER

(Heavy Commercial Vehicles ONLY)

Defined event

This section insures your excess which is payable in terms of your Underlying Insurance Policy covering the transportation of dangerous goods, environmental liability and/or clean-up costs limited to the Sum Insured as stated in the Policy Schedule and the maximum sum insured as stated below.

Specific Conditions

1. The amount of the Underlying Policy Excess which will not be higher than the amount stated in the Policy Schedule up to a maximum of R120,000 for Hazardous Goods Transported on the Insured Vehicle.
2. Less the excess amount applicable on each and every claim, which will be 25% of claim with a minimum of R5,000.
3. This cover is only available if the Hazardous Goods Transported are insured with an Underlying Insurance Company for Pollution Liability, and the said liability exceeds the limit stated in this Beyonda policy schedule in respect of the specified insured vehicles.
4. We will at our option pay any claim directly to the Underlying Insurer; provided that the loss is indemnified by the Underlying Insurer and that the claim exceeds the Beyonda Sum Insured.

Specific Exclusions

1. The Underwriters shall not be held liable for: Liability arising following a Consignee / Consignor / Operator - not complying with all legislation governing the transport of Hazardous Goods.

SECTION 13 – ACCIDENTAL DRIVER DEATH & DISABILITY BENEFIT

(Heavy Commercial Vehicles & Busses)

Defined event

Accidental Death and / or Bodily injury to the qualified employee driving the insured vehicle(s) specified in the policy schedule, caused by accidental, violent, external & visible means, following an indemnifiable loss claim with the underlying insurer. Such accidental death or injury from any cause not excluded under this policy as stated in the schedule which shall solely and independently of any other cause result in hospitalisation of the insured person for the benefit stated in the schedule.

1. Accidental Driver Death Benefit: The amount of cover payable on the death of the life insured. The amount of cover can either be R5,000 or R10,000 as selected by the policyholder.
2. Accidental Driver Disability Benefit: The amount payable in the event of hospitalization within 24 hours following accidental injury is Five Hundred Rand per day for up to Twenty consecutive days, payable from the Fourth Consecutive day of hospitalisation.

Specific Exclusions

1. No Benefit will be payable in respect of a life insured's impairment and / or death: Commission of a criminal act by the life insured; caused solely by an existing physical defect or other infirmity of such person.

SECTION 14 – UNEARNED PREMIUM PROTECTOR

(Heavy Commercial Vehicles ONLY)

Defined event

Where the Underlying Policy Insurer has deducted the outstanding premium payable in respect of the Insured vehicle following a total loss this unearned premium due from the date of the loss to the Renewal Date of the Underlying Policy, the Underwriter will pay the Insured an unearned premium benefit.

Specific Conditions

1. Subject to a maximum of R120,000

SECTION 15 – TOW FEE REDUCER

(Heavy Commercial Vehicles, Trailers & Busses)

Defined event

In the event of a claim the Underwriters will pay the Benefit related to the costs incurred by the Insured in the recovery of the Insured Vehicle following an Insured Event.

Specific Conditions

1. Must be a valid claim with Underlying Insurer.
2. Subject to a maximum of R50 000 any one occurrence or the amount stated in the policy schedule of this insurance whichever is the lesser.
3. In the event that the underlying policy partially cover the costs of recovery and towing to repatriate the insured vehicle(s) to the Republic of South Africa, the Underwriter will pay the difference between the amount paid by the underlying policy and the actual costs incurred, provided that our liability under this section does not exceed R50 000.
4. This cover will only be effective in respect of accidental loss and/or damage but excluding any electrical/mechanical breakdown to the Insured Vehicle.
5. Cover is limited to R25 000 should the main policy not be extended to include tow fee cover.

Specific Exclusions

1. The Underwriters will not be liable for loss or damage, which is insured by, or would, but for the existence of this extension, be insured by any other policy current in force.
2. The Underwriters will not be liable for compensation under this section if the insurers of the underlying policy have repudiated, rejected or declined a claim for any reason whatsoever.

WARRANTED:

The following warranties are applicable to all Sections of this policy:

1. There must be a valid Underlying Insurance Policy in force covering the risks insured on this policy, at the time of loss.
2. Any condition, warranty or exclusion applicable to the Underlying Insurance Policy will similarly be applicable to this policy.
3. In the event of a recovery of any hijacked, stolen or damaged vehicle and/or goods or salvage being made, the Underwriter reserves the right to be reimbursed for their rateable proportion of any such recovered amount
4. No cover will apply in the case of Aggregate deductibles.
5. All vehicles must be individually specified on the Policy Schedule (including trailers) under all sections.

GENERAL CONDITIONS:

The following conditions are applicable to all sections of this policy except as they vary by specific conditions or exceptions applicable under a particular section:

Underlying Policy

1. The Insured's vehicle detailed on this schedule must be comprehensively insured for its full retail value at all times in terms of the Underlying Policy, in particular at the date of loss. If the Insured vehicle is not comprehensively insured on an Underlying Policy for the period of this policy, then all the benefits under the policy shall be forfeited.
2. Where the Underlying Policy is cancelled or for any reason is void or invalid, this policy does not operate.
3. Where the Underlying Policy has repudiated liability for a claim in terms of the Underlying policy and the Underlying Policy has been cancelled, void or avoided, but the Underwriter has made the Insured an ex-gratia payment, this policy will not operate.
4. Client cannot decide not to submit a claim under his Underlying Policy and only claim from their Beyonda policy.

Fraud

1. If any claim under this policy is in any way fraudulent or if any fraudulent means are used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this policy or if any of the events insured against in terms of this policy are occasioned by the Insured's intentional act or with the Insured's connivance, all the benefits stated in the Schedule and all premiums paid on terms of this policy, shall be forfeited.

Jurisdiction

1. This policy is subjected to South African Law and to the jurisdiction of a competent South African Court.

Underlying Policy Indemnity

1. The insured shall use his best endeavors to obtain a full indemnity in terms of the underlying Policy. Notwithstanding such endeavors, the Underwriters Liability shall not be increased by reason of any failure by the insured to obtain a full Indemnity in terms of the Underlying Policy and in the case of a total loss; a full indemnity shall be deemed to be the Retail Value as defined.
2. The insured must notify the underwriters of the repudiation of the Insured's claim in terms of the Underlying Policy within 7 (seven) days of such repudiation notwithstanding that such claim may be the subject of pending legal action, and advise the Underwriters of the status of such legal action regularly.

Noting of Finance Company's interest

1. The Interests of the Finance Company with respect to the insured vehicle must be noted under the Schedule. Any payment in terms of the relevant sections of this policy and subject to the terms and conditions thereof shall be first to reduce liability due by the insured to the Finance Company.

Cancellation

1. The policy may be cancelled by the Insured or by the Underwriter at any time on 30 (thirty) days written notice.

Refund of premiums

1. If the policy is an annual contract a refund of premium will be calculated pro-rata from the date of cancellation to the renewal date.
2. If the policy is a monthly policy or a claim has been instituted against the policy no refund of premium will be payable. Refund of premiums will only be affected if sufficient proof can be given of a notification of cancellation to the Underwriters and will never be more than 3 (three) months.

Claims

General

1. On the occurrence of an Insured Event that may give rise to a claim under this policy, the insured shall at his own expense and within 30 days thereof:
 - (i) Notify the underwriters in writing of a potential loss or damage that could result in a claim as well as any other insurance granting cover which is the same or similar to that as provided by the Policy;
 - (ii) Satisfy the Underwriter of the existence of an Underlying Policy and that it is current and valid;
 - (iii) Submit to the Underwriters such proof, information and sworn declarations as the Underwriters may require;

Prescription Period

1. If an action or suit is not commenced within 3 (three) month of the event giving rise to any claim, all compensation under this policy in respect of such claim shall be forfeited unless it is the subject of a claim in respect of the Policy Holder's legal liability to third parties.

2. In the event of any claim being repudiated or rejected the Policy Holder has 90 days from date of the repudiation letter to make representation to the Company in respect of this decision. If the dispute has not been resolved and the Policy Holder has not commenced legal action within 3 (three) months then all compensation under this policy in respect of such claim shall be forfeited.

Shortfall Claims

1. Where a Shortfall arises between the amounts paid by the Underlying Policy in respect of a total loss of the Insured Vehicle(s) and the statutory Settlement, the insured shall at his own expense, notify the Underwriters in writing within 30 (thirty) days of the claim against the Underlying Policy having been settled and submit to the Company the following:
 - (i) a duly complete claim form in the format prescribed by the Underwriters;
 - (ii) a copy of the original Credit Agreement;
 - (iii) a full statement of the Insured's account with the Finance company in respect of the credit Agreement;
 - (iv) a copy of the Signed Agreement of Loss or other settlement (or-ex-gratia) as issued by and assigned by the Underlying Policy Insurer;

IMPORTANT

1. Beyonda Group must be notified within 30 days of any claim. Failure to comply with this, will result in repudiation and no ex-gratia payment will be considered.
2. If the Finance Company are made aware that the Insured Vehicle has been damaged, during the period of Insurance, and the Insured is unable to, or refuses to, or cannot be traced to complete claims documentation in connection with such damage, the completion and/or signature of the documentation will be assigned to a duly authorized official of the Finance Company.
3. No right to indemnify for any loss or Shortfall shall accrue against the Underwriters after the expiry of one calendar month calculated from date of settlement by the Underlying Insurer unless such claim is the subject of a legal action, instituted against the Underwriters during such a period.

Contract

1. The Policy Schedule and this policy and any endorsements or amendments thereto comprises the Insured's insurance contract with the Underwriters.

Reasonable Precautions

1. The Insured will take all reasonable precautions to avoid and to minimize any loss, failing that the Underwriters shall have no liability under this policy.

Premium Payment

1. The premium is payable on or before inception or renewal date (15 days grace will be allowed), failing which the policy will lapse from the day preceding the inception or renewal date. In the case of monthly policies the 15 (fifteen) day grace period will apply with effect from the second month following the inception date of the policy. Any subsequent premiums on monthly policies are payable on the first working day of each month of the same month. If the premium is paid by debit order and this is dishonored by your bank:
 - (i) As a result of your instruction to the bank to stop payment of the debit order, the policy will lapse from the last day of the month for which premium was received.
 - (ii) For any other reason than (i) above, the following month a debit order will be submitted to the bank for two month premium. If this is returned unpaid, the policy will lapse from the last day of the month or which premium was received.

Other Insurance

1. If, at the time of any event giving rise to a claim under this policy, insurance exists with any other insurers covering the insured against the defined events, underwriters shall be liable to make good only a rate able proportion of the amount payable by or the insured in respect of such event. If any such other insurance is subjected to any condition of average, this policy, if not already subjected to any condition of average, shall be subjected to average in like manner. However, the Underwriter will be under no obligation to make any payment under this policy from which it could have been relieved under any exception applicable to this policy or any other section thereof.
2. If, during the currency of this section, any drivers license in favour of the insured or their authorized driver is endorsed, suspended or cancelled or if he or they shall be charged or convicted of negligent or reckless driving or driving under the influence of alcohol or narcotic drugs, then written notification thereof must be sent to insurers without delay.

Limit of Cover

1. Underwriters gross liability shall not exceed R350,000 in Total, in the event of any single indemnifiable event.

GENERAL EXCEPTIONS

The Underwriters shall not be liable for:

1. Liability to passengers or to third parties of whatsoever nature including third party vehicles, unless stated in the schedule to apply.
2. Any loss or damage caused, sustained or incurred whilst the Insured Vehicle is being driven by the Insured or by any other person unless duly and fully licensed to drive the vehicle in terms of any applicable legislation, or whilst the concentration of alcohol in the Insured's or authorized driver's blood exceeds the statutory limit in force at such time or whilst the Insured or the driver is under the influence of a drug having a narcotic effect.
3. Any claim arising out of contractual liability or where the Insured is in the process of breaching any criminal law.
4. Consequential loss of any nature whatsoever, depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakages.
5. Loss or Damage for any SASRIA insurable losses are not covered by this policy. The burden of proving the contrary shall rest on the insured.
6. This policy does not cover 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 the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this policy applies.
7. Notwithstanding any provision of this policy including any exclusion, extension or other provision not included herein which would otherwise override a general exception, this policy does not cover loss or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense. The burden of proving the contrary shall rest on the insured.

Nuclear

1. Except as regards the Fidelity, Stated Benefits and Group Personal Accident sections
 - (i) this policy does not cover:
 - (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss;

- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from radiations or contamination by radio-activity 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.
- (iii) the indemnity by this policy shall not apply to nor include any loss, destruction, damage or legal liability directly or indirectly caused by, or contributed to by, or arising from nuclear weapons material.

Asbestos Exclusion

1. Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override a general exception, this policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.
2. Racing, rallies and/or speed trails. Vehicles on rails and not on terra firma.
3. Loss, damage or liability for goods conveyed in connection with any trade or business on any vehicle insured by the Company, unless stated on the policy schedule.
4. Loss, Damage or Liability following any non collision event not otherwise insured.

Underwriters shall not be liable for:

1. Damage to tyres by application of brakes or by road punctures, cuts or bursts.
2. Damage to springs/shock absorbers due to inequalities in the road or other surfaces or to impact with such inequalities; detention, confiscation or requisition by customs or other officials or authorities.
3. Malicious damage, windscreen claims, cleaning and damage not accidental.
4. Damage to accessories fitted to the vehicle such as radios, tape players, CD, DVD players, fleet management systems tachographs, telephones or similar equipment, taxis, demo and rental vehicles.
5. Any loss or damage to any electronic component or refrigeration or plant equipment unless such loss or damage is directly as a result of an insured event.
6. The ownership, operation, maintenance or use of any vehicle of which principle use is:
 - (a) The transportation of high explosives, such as nitro-glycerin, dynamite, or any other similar substances.
 - (b) The bulk transportation of liquefied petroleum or gasoline.
 - (c) The transportation of chemicals or gases in liquid, compressed or gaseous form.
 - (d) Contractors Plant and Machinery if not licensed for use on a public road.
 - (e) The transportation of hazardous waste.
 - (f) Self-drive hire.
 - (g) Insurances covering police force vehicles.
7. Motor Personal Accident coverage.
8. Liability assumed under any Motor Vehicle Act Enactment.
9. Any loss or damage associated with an insured vehicle, operating on a public road, and not having a valid roadworthy certificate and / or not being in a roadworthy condition and / or not being legally permitted to operate on a public road, at the time of such loss.
10. Public Emergency Service Vehicles.
11. Any vehicle on airport premises other than private vehicles parked in the airport car park.