



## POLICY WORDING

### DEFINITIONS

<b>Commercial Vehicle</b>	:	Any Motor vehicle or Trailer designed or adapted for the conveyance of goods on a public road and includes a Truck Tractor, Light Delivery Vehicles, Adaptor Dolly, Breakdown Vehicle and but specifically excluding a Motor Cycle, Motor Tricycle, Motor Quadra Cycle, Motor Car, Minibus and Bus.
<b>Credit Agreement</b>	:	A legally enforceable Credit Agreement as defined in the National Credit Act 34 of 2005 entered into by the insured with the Finance company in respect of the Insured vehicle and whose interest may be noted in the Policy Schedule
<b>Market value</b>	:	The market value of the vehicle shall be difference between the trade and retail value and after-market trade and accessories as described in the Mead and Mc Grouther Dealers Guide, Trans Union Guide or as other-wise determined.
<b>Private Vehicles / Passenger Vehicles</b>	:	A Motor Car, Station Wagon or, Estate Car, and other similar types of vehicles that are designed to seat not more than 9 ( <i>nine</i> ) persons including the driver but specifically excluding Taxis, Demonstration and Rental Vehicles.
<b>The Company</b>	:	The Insurance Company providing or arranging for indemnity.
<b>Theft / Hijack</b>	:	The unlawful taking of the insured property by means of violence and threat of violence against the person or persons who are in lawful control of the property at the time.
<b>Own damage</b>	:	Accidental loss or damage to an insured vehicle and such loss or damage is not excluded in terms of the Underlying Policy.
<b>Warranty</b>	:	A specific obligation binding on the insured on which the validity of the Insurance Policy depends.

### PREAMBLE AND OPERATIVE CLAUSE

In consideration of and conditional **upon payment of premium on such terms as the underwriter/company may decide**, by or on behalf of the Insured and receipt thereof by or on behalf of the company, the company agrees to provide insurance in terms of this policy during any period of insurance for which it accepts premium. The proposal and declaration made by the Insured will be the basis of this policy. Specific exceptions, Conditions, Provisions and Warranties will override General exceptions, Conditions, Provisions and Warranties.

### WARRANTIES

#### THE UNDERWRITER WARRANTS THAT:

1. Where any section of this policy refers to and underlying policy the same terms, conditions, warranties and exclusions applicable to the underlying policy shall be applicable to this policy
2. This policy will apply only when the insured has been indemnified or liability admitted by the insurer of the underlying policy.
3. Underwriters maximum liability is limited to **R350 000** in total for all claims arising from any single event.
4. All vehicles (including trailers) must be individually specified on the Policy Schedule under all section where applicable.
5. No claim will be payable after the expiry of 12 (twelve) months after the occurrence;

**Important note: If for example the Insured's HCV/Trailer is damaged on 19 November 2014, the Insured must submit his final claim to the Company by no later than 18 November 2015 if by such date they are not yet indemnified by the Company.**

**SECTION 1 - THEFT AND HIJACK EXCESS REDUCER***(Commercial & Private Vehicles)***Defined Event**

This section insures your Theft & Hijack excess which is payable in terms of your Underlying Insurance Policy limited to the Sum Insured stated in this Policy Schedule or the maximum sum insured stated below, subject to the applicable Inner excess (as defined).

**Specific Exceptions****Cover does not include;**

1. Any loss or damage to parts, accessories or tyres as a result of theft, unless the entire Insured Vehicle is stolen at the same time.

**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. Commercial vehicles **R350 000**
  - b. Private vehicles 10% of the vehicle value maximum **R100 000**
2. No benefit shall accrue until a period of **6 (six)** consecutive weeks has elapsed from the date of the Insured Theft/Hijack Event or in the event that the Insured has not been indemnified by the Underlying Policy Insurer.
3. **Should the Insured be covered for both Theft and Hijack Excess Reducer (Section 1) and Own Damage Excess Reducer (Section 2), there will be no first amount payable by the Insured in the event that the vehicle is written off as a result of a motor accident.**

**SECTION 2 - OWN DAMAGE EXCESS REDUCER***(Commercial and Private Vehicles)***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 (*as defined*) the policy is limited to the Sum Insured as stated subject to maximum sum insured per event of;
  - a. Heavy Commercial Vehicles **R225 000**
  - b. Light Delivery Vehicles **R80 000**
  - c. Private type vehicle **R80 000**
  - d. In the event that the insureds own damage falls within the excess of the Underlying Insurance Policy, this Policy will still indemnify the insured subject to the standard terms and conditions of the Policy.

**Less the inner excess stated in the Policy Schedule**

2. **The combined Maximum limit of indemnity in respect of any claim instituted under both Section 2 - Own damage and Section 4 - Loss of Income, will be R350 000.**

**SECTION 3 - THIRD PARTY EXCESS REDUCER***(Commercial Vehicles Only)***Defined Event**

This section insures you for payment of your third party liability excess which is payable in terms of your Underlying Insurance Policy limited to the maximum Sum Insured stated in this 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 Exceptions**

This section will only apply in respect of an excess solely applicable to the underlying Motor Liability section. (This section 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 4 - LOSS OF INCOME***(Commercial Vehicles Only)***Defined Event**

This section insures your Loss of Income from your insured Commercial Vehicle following an insured event of Own Damage, Theft / Hijack or Total Loss 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 Toptrans*) following an Insured event.

**Specific Exceptions**

1. No claim will be processed for downtime caused by mechanical and/or electrical breakdown/failure.
2. 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.

**Specific Conditions**

1. In the event of an insured loss the benefit payable is limited to the Sum Insured as stated subject to;
  - a. a Maximum benefit of **R150 000** any one event in total, or
  - b. **R25 000** per week, or
  - c. **6** weeks in total

**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.**

2. In the event of a total loss the time excess period is restricted to the date when you are indemnified by the underlying insurer and will not exceed 4 weeks.
3. The indemnity period will expire on date of completion of authorized repairs or on signature by the Insured of the Agreed Total Loss Release/Agreement of Loss/Tender of settlement.
4. Any indemnity amount will only become applicable if the Insured is unable to use the Insured Vehicle in the opinion of Toptrans prior to the commencement of repair following a loss or accident giving rise to a claim in terms of the Underlying Insurance Policy:-
  - Subject to a 5 (five) day waiting period after authorisation has been given by the Underling Insurer or receipt of the Agreement of Loss.

**SECTION 5 - CREDIT SHORTFALL***(Commercial and Private Vehicles)***Defined event**

This section insures you for the credit shortfall in respect of the insured vehicle arising following a total loss settlement per the Underlying Insurance Policy due to an accident, theft or hijack, this amount is calculated as the difference between the retail value of the insured vehicle (*as stipulated in the Mead & McGrouther Dealers Guider Trans Union Guide*) and the Statutory settlement balance in the applicable Credit Agreement as defined.

**Specific Exceptions****Cover does not include;**

1. 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 first amount payable.
2. 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 instalment and any re-financed payments.

**Specific Conditions**

1. In terms of the Insured Vehicles (*as defined*) the total vehicle value is used to calculate the premium, however this Section is limited to the difference as stated in the Defined Event subject to a maximum of **R300 000** per event.

**SECTION 6 - GOODS IN TRANSIT EXCESS REDUCER** (*Including Theft/Hijack & Basic*)*(Commercial Vehicles Only)***Defined event**

This section insures your specified vehicle for 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. Indemnity under this policy is limited to the excess applicable based on the Cost Price of the goods to the owner of the goods and/or replacement value and/or market value whichever is the lesser at time of the loss.
2. In terms of the Insured vehicles (*as defined*) the Section is limited to no greater than 25% of the Underlying Insurance Policy Sum Insured or up to the maximum sum insured of **R350 000**, whichever is the lesser.

**SECTION 7 - MECHANICAL BREAKDOWN TOWING***(Commercial Vehicles Only)***Defined event**

This section insures your specified vehicle for Mechanical Breakdown in the event of the vehicle become disabled by way of Mechanical Failure (Engine, Gearbox and differential) known as the drivetrain of the vehicle, the company will reimburse the insured up to the limit as stated in the schedule of insurance for the towing cost to tow the disabled vehicle to the nearest competent repairer not more than 300km radius from the breakdown point.

**Specific Conditions**

1. Rental and / or courtesy vehicles are excluded;
2. Any tyre failure, wheel bearing failure, electrical failure, and fuel failure standard maintained related failure or consequential loss of whatsoever nature;

**SECTION 8 - TOPGLASS***(Commercial & Private Vehicles)***Defined event**

This section insures the repair or replacement of windscreen damage on your specified insured vehicle.

**Specific Exceptions**

1. Loss or damage to any vehicle lights or mirrors or for any extras, i.e. Window safety shield clear, tint or signage.
2. Loss or damage to any auto glass if such glass is damaged whilst any extras as stated in **1.above** are being fitted.
3. Side glass cover for busses is excluded.

**Specific Conditions**

1. All windscreen claims must be reported within **30** days of loss. Failure to comply will result in the cover being forfeited.
2. This Section is limited to a maximum of **R15 000** any one vehicle

**SECTION 9 - TOP POLLUTION***(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 this 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. In terms of the Insured excess the policy is limited to the Sum Insured as stated in the Policy Schedule subject to the maximum sum insured per event of **R100 000** less the stated Inner Excess.

**SECTION 10 - TOP PENALTY***(Commercial Vehicles Only)***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 this 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 Exceptions**

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.

**Specific Conditions**

1. In terms of each specifically insured penalty excess the policy is limited to the Sum Insured as stated in this Policy Schedule subject to a maximum sum insured per event of **R75 000** less the respective Inner excess.

**SECTION 11 - TOPDEPOSIT***(Commercial & Private Vehicles)***Defined event**

This section insures you for a benefit as set out in Specific Conditions 1 below following a total loss settlement per the Underlying Insurance Policy of the Insured Vehicle.

**Specific Conditions**

1. In terms of each specifically insured deposit policy the benefit is limited to the Sum Insured as stated in the Policy Schedule subject to a maximum sum insured per event of not more than 10% of the vehicle value or **R180 000** whichever is the lesser.
2. The basis of indemnification will be the Total Loss Value of the Insured vehicle as at the date of loss per the Underlying Policy.
3. A credit agreement must be in force on the Insured vehicle.

**SECTION 12 - TOPTOWING***(Commercial Vehicles only)***Defined event**

This section insures you for a benefit amount towards the costs incurred when recovering an Insured vehicle following an indemnifiable event on the Underlying Insurance Policy.

**Specific Exceptions**

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

**Specific Conditions**

1. In terms of each specifically insured policy the benefit is limited to the Sum Insured as stated in this Policy Schedule subject to a maximum sum insured per event of not more than **R50 000**, less the Inner excess as stated in this Policy Schedule.
2. Cover is applicable within Africa south of the equator.

**SECTION 13 - GENERAL CONDITIONS**

Subject to the provisions of Section 55 of the Short Term Insurance Act No 53 of 1998 **(as amended)**

**1. Cancellation**

This policy or any section may be cancelled at any time by the Insured or the Underwriter by giving **30 days' notice in writing by e mail or telefax**. 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. 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.

**2. Premium Payment (where premium is payable by bank debit order or by transmission account)**

The premium is payable on or before inception or renewal date (15 days grace will be allowed after the relevant due date applicable), 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 dishonoured by your bank:

- a. 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.
- b. for any other reason than (a) above, the following month a debit order will be submitted to the bank for two months premium. If this is returned unpaid, the policy will lapse from the last day of the month for which premium was received.

**3. Claims**

On the happening of any event which may result in a claim under this policy the Insured shall, at their own expense;

- a. **give notice thereof in writing to Toptrans within 30 (thirty) days from the actual date of loss and provide particulars of any other insurance covering such events hereby insured.**
- b. submit to Toptrans full details in writing of any claim, and
- c. satisfy Toptrans that there is a current and valid Underlying Insurance Policy and credit agreement (if applicable) and if requested to submit such proof of the existence thereof, and
- d. submit to Toptrans such proof, information and sworn declarations as the Underwriter may require, these may include but not be limited to the Underlying Insurers claim adjustment, agreement of loss form, claim payment confirmations and/or full credit agreement statement.
- e. **In the event that the insured fails to give notice in writing to the company of any proposed claim within 30 (thirty) days of the date of loss, the company will double the inner excess applicable. E.g. if your standard inner excess is R10 000 and your claims is reported 31 days after the event or loss your inner excess will be R20 000. The company will further reserve its rights regarding payment of the claim and your cover could be suspended due to the late notification.**
- f. **In the event of a claim being rejected by the Company, the company will give notice of such rejection in writing to the insured and/or the insureds Financial Service Provider setting out the basis of such rejection.**

**4. Jurisdiction clause**

This insurance is governed by the law of the Republic of South Africa whose courts shall have jurisdiction in any dispute arising hereunder.



**SECTION 14 - GENERAL PROVISIONS**

Subject to the provisions of Section 55 of the Short Term Insurance Act No 53 of 1998 *(as amended)*

**1. Inner Excess / First amount payable**

Except where provided for specifically in any section, the amount payable under this policy/section for each and every loss, damage or liability shall be reduced by the inner excess/first amount payable shown in the Policy Schedule for the applicable Defined event.

**2. Meaning of words**

The schedules and any endorsements thereto and the policy wording shall be read together and any word or expression to which a specific meaning has been given in any part thereof shall bear such meaning wherever it may appear.

**3. Policy Schedule sums insured blank**

If the Sum insured, Limit of indemnity is:

- a. left blank or has no monetary amount stipulated against it;
- b. reflected as nil or not applicable this means the Defined event or circumstance shown in the Policy Schedule is not insured by this policy.



**LEGAL DISCLOSURES MADE IN TERMS OF THE FINANCIAL ADVISERS AND INTERMEDIARY SERVICES (FAIS)  
Act, No. 37 OF 2002**

**IMPORTANT - PLEASE READ CAREFULLY - FAIS DISCLOSURE AND OTHER LEGAL REQUIREMENTS**  
As a short-term insurance policyholder, or prospective policyholder you have the right to the following information:

**Underwriting Manager (This is us): Roadcom TopTrans (Pty) Ltd t/a Toptrans**

We are appointed by a Product Provider (Insurer) to manage a specific type of product on their behalf. This is due to the specialist knowledge of the staff of Underwriting Managers and our ability to deliver a very focused and cost effective service to insurance brokers and ultimately to you, the client. Our details are as follows

Business Name : Roadcom TopTrans (Pty) Ltd t/a Toptrans  
 Registration number : 2008/020157/07  
 Physical address : 31a Arterial Road West Oriel Bedfordview 2008  
 Postal address : P.O. Box 15683 Lambton 1414  
 Telephone number : (011) 622 0142  
 Website address :  
 FAIS registration (FSP No) : 37014

In terms of the FSP license, **Roadcom TopTrans (Pty) Ltd t/a Toptrans** is authorised to give Intermediary Services for products under:

CATEGORY I Short-term Insurance: Personal Lines  
 Short-term Insurance: Commercial Lines  
 Short-term Insurance: Personal Lines A1

Without in any way limiting and subject to the other provisions of the Services Agreement/Mandate, Roadcom TopTrans (Pty) Ltd t/a Toptrans accepts responsibility for the lawful actions of their representatives (as defined in the Financial Advisory and Intermediary Service Act) in rendering financial services within the course and scope of their employment. Some representatives may be rendering services under supervision and will inform you accordingly

Legal and contractual relationship with the Insurer : None  
 Professional Indemnity and/or Fidelity Cover : Lombard Insurance Co. Ltd  
 Intermediary Guarantee Facility : Not applicable

**How do we get paid for what we do: Mandate:**

We have a written mandate to represent the insurers and will only present terms to you where we have such an agreement. We have a written agreement, referred to as a Binder agreement with the insurer listed below to conduct the following services on their behalf;

- i) enter into, vary or renew a policy;
- ii) determine the policy wording/s;
- iii) determine the premium under a policy;
- iv) determine the value of policy benefits;
- v) settle claims under a policy

Where we provide services to you in addition to the services for which we already receive a fee from insurers as detailed above, we are required to disclose these services to you and receive your written consent to the payment of these fees (your acceptance thereto as signed by you in our quotation accepted by you).

Such fees can be stopped by you at any time upon your written instruction. This will however compromise the additional services we provide.

The level of broker commissions is, 12.5% for motor



Policy Number: TTP02699



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**Premium Collection:**

The mandate to collect premiums in respect of commercial insurances via debit order is provided directly by a premium collection agency for the insurer concerned. This demands that they be correctly licensed to do so. Their details are as follows:

Company Name : Insure Group Holdings Ltd.  
 Registered Address : IOM House, 6 Saint Giles Street, Randburg 2194  
 Telephone : (011) 449 6800  
 Facsimile : (011) 781 7811  
 Email Address : compliance@insuregroup.co.za  
 FSP License Nr : 45351

Compliance Department of the collection Agent

Compliance officer : Mr. Allan Holton.  
 Compliance Company : Compliance Monitoring Systems cc

If you have any complaints about their service, please contact the following person in writing with full details of the problem you have encountered

Contact name : Mr. Charl Cilliers - Key Individual  
 E-mail address : compliance@insuregroup.co.za  
 Compliance Company : PO Box 2867, Randburg, 2125

**Our Compliance Officer:**

Name : Craig Ormrod  
 Company : Associated Compliance (Pty) Ltd  
 Contact details : Tel: (011) 678 2533 & & & & & & Fax: & & &  
 E-mail : info@associatedcompliance.co.za

**Product Provider / Supplier (This is your Insurer)**

Each of the above may well have companies that are associated with them with whom we have a relationship. These could be subsidiary or holding companies or certain natural persons such as a spouse, children, parent. Where these relationships exist, you need to be made aware of them.

**Your Insurer:**

Business Name : Guardrisk Insurance Company Limited  
 Registration number : 1992/001639/06  
 Physical address : 3rd Floor Rivonia Road , Sandown , Sandton , 2196  
 Postal address : P.O. Box 786015, Sandton, , 2146  
 Switchboard telephone : 011 669 1000  
 General email enquiries : info@guardrisk.co.za  
 Website : www.guardrisk.co.za  
 FAIS registration : 75

In terms of the FSP license, Guardrisk Insurance Company Limited is authorised to give advice and render financial services for products under:

CATEGORY I Short-term Insurance: Personal Lines  
 Short-term Insurance: Commercial Lines  
 Short-term Insurance: Personal Lines A1

Guardrisk has Professional Indemnity Cover and Fidelity Guarantee Cover in place.

**Definition of a complaint:**

Complaint means an expression of dissatisfaction by a person to an insurer or, to the acknowledgement of the insurer, to the Insurer's

- a) The insurer or its service provider has contravened or failed to comply with an agreement, a law, a rule, or a code of conduct which is binding on the insurer or which it subscribes;
- b) The Insurer or its service providers maladministration or willful or negligent action or failure to act, has caused the person harm, prejudice, distress or substantial inconvenience; or
- c) The insurer or its service provider has treated the person unfairly

**How to Institute a complaint?**

your Intermediary and/or Underwriting Manager noted above should always be your first point of contact in the event that you have a query or complaint. Guardrisk is a Cell captive insurance company, we partner with other financial service providers to provide our customers with different insurance and risk solutions to suit their specific needs.

If you are dissatisfied with the feedback received from your Intermediary and/or your underwriting manager, or your complaint remains unresolved, feel free to contact the **Guardrisk Complaints Department:**

Telephone : 0860 333 361  
 Email : [complaints@quardrisk.co.za](mailto:complaints@quardrisk.co.za)

**Guardrisk Compliance Details**

Telephone : +27-11-669-1104  
 Fax Number : +27-11-675-3826  
 Email : [compliance@quardrisk.co.za](mailto:compliance@quardrisk.co.za)

Guardrisk Insurance Company Limited has a conflict of interest management Policy in place and is available to clients on the web site: [www.quardrisk.co.za](http://www.quardrisk.co.za)

Particulars of the Short-term Insurance and the FAIS Ombudsman who are available to advise you in the event of claim problems that are not satisfactorily resolved by the Underwriting Manager and or Insurer

**Particulars of the Short Term Ombudsman**  
 (For claims/service related matters)

Postal address : P.O. Box 32334, Braamfontein, 2017  
 Fax Number : 011 726 8900  
 Fax number : 011 726 5501  
 Email : [info@ostl.co.za](mailto:info@ostl.co.za)

**Particulars of the Registrar of Short Term Insurance**  
 (For market conduct matters)

Postal address : P.O. Box 35655, Menlo Park, 0102  
 Fax Number : 012 428 8000  
 Fax number : 012 346 6941  
 Email : [info@fscs.co.za](mailto:info@fscs.co.za)

**Particulars of FAIS Ombudsman**  
 (For advice/policy related matters)

Postal address : P O Box 74571, Lynnwood Ridge, 0040  
 Telephone Number : 012 470 9080  
 Fax number : 012 348 3447  
 Email : [info@faisombud.co.za](mailto:info@faisombud.co.za)



### Particulars of the Financial Sector Conduct Authority (FSCA)

Postal address : P.O. Box 35655, Menlo Park, 0102  
 Fax Number : 012 428 8000  
 Fax number : 012 346 6941  
 Email : [info@fsca.co.za](mailto:info@fsca.co.za)

#### Important Additional Information for all our Clients:

##### Conflicts of Interest:

We make every effort to ensure that at all times we act in your best interests and in no way allow our own interests, potential or actual, to influence our objective performance and the delivery of unbiased and fair financial service to you. In furtherance of this objective, we want to ensure you fully understand the various interests we have, be they Ownership, Financial or Relationships with Third Parties. There are a number of entities with whom we can have a relationship of this nature and a summary of these is provided below.

##### What represents an Ownership or financial Interest?

Ownership: Actual equity that was paid for.

Financial: Cash, or its equivalent, vouchers, gift service, advantage, benefit, discount domestic or foreign travel, hospitality, accommodation, sponsorship, other incentive or valuable consideration

##### Any combination of these relationships and/or ownership or financial interests may present a potential conflict and as such we need to ensure you are aware of these.

Do we have a shareholding in any insurer and/or cell captive arrangement? NO

Do we receive more than 30% of our income from this insurer or cell captive? YES

Do we have a relationship with any product provider/supplier that provides a Financial Interest other than Ownership? NO

Do we have a relationship with any other FSP that provides an Ownership or Financial Interest? NO Do we have a relationship with any other Distribution Channel that provides an Ownership, Financial Interest or Support Service? NO

##### Immaterial Financial Interest:

It is generally accepted practice within our Industry that entertainment and gifts and incentives collectively referred to as an immaterial financial interest in the Conflict of Interest regulations, are often provided by the Product Provider to the Financial Services Provider (broker) and vice versa and potentially from and to other financial service providers. The Rand value of such interests are limited, by legislation, per calendar year, to R1,000 in respect of any one individual be they the provider of or beneficiary of such immaterial financial interest. Such limitations are dealt with and managed by our management policy.

A full copy of our overall Conflict of Interest Management Policy can be obtained from: [tarmmy@toptrans-uma.co.za](mailto:tarmmy@toptrans-uma.co.za)

##### What else should you know?

##### We undertake: -

To keep all information, you tell us about yourself confidential

Not to alter any documents you provide us with when submitting to any insurer. Where we feel an error has been made we will advise you prior to submission;

To never ask you to sign blank documents - wherever possible all documents, be they proposals or claim forms should be completed by you to ensure full detail;

Never to take away any rights you have in terms of any legislation that governs the way we transact business;

To supply a copy of any documents used in the preparation of your insurances, when required.

##### If you are paying your premiums by debit order:

The debit order may only be in favor of one person / entity; It may not be transferred without your approval; you are entitled to 31 days' notice of cancellation of the debit order.

##### If you are paying for personal insurances:

you are entitled to a period of 15 days' grace in which to pay the premium (other than in the first month of Insurance).

##### If you are paying for your premiums in any way other than monthly:

you are only entitled to a 15-day grace period if the insurances are in respect of your personal insurances, Otherwise, all premiums must be paid at inception or renewal date for the policy to be in force.

**If any of the information you gave us changes:**

You must advise us immediately. Policy cover, premiums and terms are based on what you told the Insurer (Underwriting Manager)/UMA or your intermediary.

**Information Sharing:**

In accepting this document, I declare that, I acknowledge that the sharing of insurance information for underwriting and claims purposes (including credit information) between Insurers is in the public interest as it enables Insurers to underwrite policies and assess risks fairly and to reduce the incidence of fraudulent claims with a view to limiting premiums.

On my own behalf and on behalf of any person I represent herein, I hereby waive my right to privacy with regard to underwriting or claims information (including credit information) that I provide or that is provided by another person on my behalf in respect of any insurance policy or claim made or lodged by me.

I acknowledge that the insurance information provided by me, may be stored in a shared database and used as set out above as well as for any decision pertaining to the continuance of my policy or the meeting of any claim I may submit.

I consent to such information being disclosed to any other Insurance Company or its agent.

I acknowledge that the information may be verified against legally recognized sources or databases

**Other Matters of Importance:****General:**

- (a) you must be informed of any material changes to the information provided above
- (b) If the information above was given to you verbally, it must be confirmed to you in writing within 31 days.
- (c) Polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating the claim.
- (d) The Insurer (Underwriting Manager) and not the Intermediary must give reasons for repudiating your claim.
- (e) The Insurer (Underwriting Manager) may cancel your insurance by merely informing your intermediary. There is an obligation to make sure the notice has been sent to your Intermediary and your Intermediary is therefore obliged to inform you accordingly.
- (f) you are entitled to a copy of the policy free of charge.

**WARNING:**

- (a) Do not sign any blank or partially completed application form.
- (b) Complete all forms in ink.
- (c) Keep all documents handed to you.