

Deposit Protector

Claims Administrator

P.O. Box 1034, Gallo Manor, 2052
Tel: 087 312 1079

FSP Number: 9140

Underwriter

22 Oxford Road, Parktown
P.O. Box 87428, Houghton 2041
Tel: 011 351 5000
Fax: 011 351 5001

FSP Number: 9140



Hollard.

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Deposit Protector

This document explains the Hollard Dealer DXP Deposit Protector. You will notice that some words are Capitalised. These words have a specific meaning and are explained under the Definitions section.

In exchange for receipt of the premium, Hollard (We) agree to protect the policyholder (You) against any losses from an insured event which occurred in the Period of Insurance.

This policy is subject to various terms, conditions and exclusions which appear in this document. The Certificate of Insurance, this policy wording and any changes to it is part of Your insurance contract with Us and should be read together. If there is anything in this policy which You do not understand, or if any changes need to be made to Your cover, please contact the Administrator.

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

Definitions

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

Administrator

Means Motorite Administrators (Pty) Ltd., an Authorised Financial Services Provider with Licence No. 9140 Registration No. 1997/000637/07.

Certificate of Insurance

Means the schedule containing cover information such as Your details, the Vehicle details, Deposit amount, Period of Insurance, premium payable which can be updated from time to time at Your request.

Credit Provider

Means Hollard, who has an interest in the Vehicle which is the subject matter of the Credit Agreement.

Credit Agreement

Means a credit transaction entered into by You with the Credit Provider in respect of the Vehicle (National Credit Act 34 of 2005).

Date of Loss

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

Days

Means ordinary days, including weekends and public holidays.

Vehicle

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

- motor vehicles, minibuses, caravans, 4x4 vehicles, 4x2 vehicles, light delivery vehicles, and panel vans, all with a gross vehicle mass of not more than 4 500 kg;
- trailers with a carrying capacity of not more than 750 kg;
- motorcycles;
- motorboats, ski boats and Jet Ski's.

but specifically excluding

- any vehicle used as a courier service;
- any vehicle modified for commercial purposes (such as but not limited to emergency and towing vehicles);
- any vehicle used as an armed reaction vehicle;
- quad bikes or off road motor cycles.

Period of Insurance

Means the period stated in the Certificate of Insurance of this policy or any agreed renewal period. Cover starts on the inception date as stated on the Certificate of Insurance, subject to Hollard's receipt of the first premium by the Premium Due Date.

This policy is valid for one calendar month and Hollard will renew your policy monthly you pay the monthly premium. The policy terminates when the Credit Agreement ends.

Premium Due Date

Means the period stated in the Certificate of Insurance of this policy or any agreed renewal period. Cover starts on the inception date as stated on the Certificate of Insurance, subject to Hollard's receipt of the first premium by the Premium Due Date.

Premium Collection

The premium is payable monthly in advance by debit order on the Premium Due Date. Written notification of any changes in banking details must be provided to the Administrator at least 10 days before the next premium is due for payment. Should the debit order be rejected or the premium unpaid as a result of insufficient funds or reasons outside of your control, the policy will remain active and a single premium will be collected on the following Premium Due Date. In the event that 2 (two) consecutive premiums are unpaid the policy and all cover and benefits in relation thereto will immediately be cancelled. In the event of any claim becoming payable under this policy, any premiums that were not successfully collected during the existence of the policy will be deducted from the claim amount payable.

Underlying Policy" and "Underlying Insurer

Means the fully comprehensive motor vehicle insurance policy (the Underlying Policy) You entered with a registered domestic insurance company (Underlying Insurer). This policy must cover the Vehicle against all possible motor vehicle risks, including theft and hijack. The Underlying Insurer must cover these risks at least in the whole of South Africa if the underlying conditions were fulfilled.

We, Us, Our

Means the insurer of this insurance policy being The Hollard Insurance Company Limited. Hollard is a registered insurer in terms of the Short-term Insurance Act 53 of 1998, and a licensed Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act 37 of 2002.

You, Your

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

Cover Provided

Insured Event

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

Benefit

We will pay the original Deposit paid by You on the original purchase date. However, the maximum liability under this policy will not exceed the benefit limit as indicated on your Certificate of Insurance. In the event of any claim becoming payable under this policy, any premiums that were not successfully collected during the existence of the policy will be deducted from the claim amount payable.

The Deposit is the initial amount paid to the Credit Provider before you entered into the Credit Agreement. The Deposit is noted when You applied for this policy and stated in the Certificate of Insurance. The Deposit may be in the form of cash or a monetary value attributable to a vehicle traded in.

Claims conditions

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

- Notify Us immediately that Your claim in terms of Your Underlying Policy has been settled and within 60 Days of the Date of Loss and submit to Us full details in writing of Your claim by means of a claim form.

- Provide Us with such proof and information as We may require to prove Your loss and process the claim.
- Provide Us with and/or authorise Us to obtain a copy of Your Credit Agreement or other similar agreements between Yourself and the Credit Provider.

Conditions for cover

Consent to disclose private information

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

Condition precedent to liability

We do not cover You unless,

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

Rejection of claim and time bar

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

Send Your complaint in writing to:

The Account Manager - WesBank PO Box 87419, Houghton, 2041 Tel: 011 351 5000

Fax: 011 351 0147

ExtendedCoverClaims@hollard.co.za Or,

You may contact the Ombudsman:

The Ombudsman for Short Term Insurance PO Box 32334, Braamfontein, 2017 Tel: 011 726 8900

Fax: 011 726 5501

www.osti.co.za

Thereafter, if You are not satisfied, You may start legal action:

You can take legal action to enforce the claim by going to a lawyer. The lawyer must serve a summons on Hollard not more than 270 days after You received the claim rejection letter. If the summons is not served in time, You will lose the right to claim against Us.

Fraud

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

Comprehensive Underlying Policy for Your Vehicle

If the Vehicle is not the subject of an enforceable fully comprehensive Underlying Policy, then this policy does not operate. Where the Underlying Policy is unenforceable, cancelled and invalid, or where it is not fully comprehensive, this policy does not operate.

Cancellation and refund of premiums

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

If your Underlying Policy cancels, then this policy becomes invalid and will cancel. We will refund any premium paid for the period where the Underlying Policy did not exist. No premium refund will be made if any Deposit claim was paid or is pending.

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

Legal jurisdiction

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

Credit Agreement termination

This policy shall automatically cancel from the date of the termination of the Credit Agreement. You will not be entitled to payment for any benefits whatsoever in terms of this policy.

This is an important clause. This policy is designed to operate in tandem with the credit agreement. If for any reason the credit agreement is terminated, cover will automatically cease and you will need to make alternative insurance arrangements.

The Credit Provider's interest

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

Contract

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

Period of grace for premium payments

You shall be entitled to a period of 30 Days from the Premium Due Date to pay Your premium. In the case of monthly policies, this period of grace only applies from the second month of the currency of this policy.

Prescription

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

Amendments or endorsements

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

Territorial limits

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

Exclusions

We do not cover Your losses:

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

Information

Important points to remember:

- Do not sign any blank or partially completed application form.
- Don't be pressurised to buy this policy.
- Incorrect information supplied, or non-disclosure by you or anyone acting on your behalf may impact claims from your insurance policy.

Claims and administration

If you have claim, a policy query or require changes on your policy, please contact us during office hours to obtain a claim form. You will be advised of all additional documentation that is required for the claim to be processed. Initial notification of a claim must be made within 60 days from the date of loss.

Motorite Administrators (Pty) Ltd PO Box 1034
Gallo Manor 2052

Telephone : 087 312 1079
Email Address: cssupport@motorite.co.za

Complaints procedure

If you have a complaint about this policy or You are in any way unhappy the service You have received, please let Us know. If you are unable to resolve the issue with the claims department, you can write to:

General Policy complaints – contact the Administrator
Please contact the Administrator with complaints about Your Policy wording, Your Premium or claims: PO Box 1034
Gallo Manor 2052

Tel: 087 312 1079
Email: complaints@motorite.co.za

Unresolved Complaints – contact Hollard

If Your concerns are not resolved to Your satisfaction by the Administrator, please contact Hollard on: Tel: 011 351 4150
Email: HPScomplaints@hollard.co.za

Complain to the Ombudsman

If Your concerns are not resolved to Your satisfaction by the Administrator or Hollard, You may contact:

The Ombudsman for Short-term Insurance PO Box 32334
Braamfontein 2017

Tel: 011 726 8900

Fax: 011 726 5501

Email: info@osti.co.za Web: www.osti.co.za

FAIS Ombudsman PO Box 74571,
Lynnwood Ridge 0040

Tel: 012 762 5000

Fax: 012 348 3447

Email: info@faisombud.co.za Web: www.faisombud.co.za

Complaints about how this policy was sold

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

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

Additional Information

This document contains contact details, disclosures and other important information to ensure you always have all the information you need. Please keep this document together with your policy wording and certificate of insurance. If this policy was sold to you by a motor dealership, the dealership has been approved by Hollard as a Financial Services Provider to market and sell this product. The Financial Services Provider may receive commission from Hollard. The commission amount is set out in your Certificate of insurance.

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

1. About the parties involved

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

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

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

1.2 This policy is sold to you by The Engine Room Direct Solutions (Pty) Ltd, the following information applies:

FSP Name:	The Engine Room Direct Solution (Pty) Ltd (here in after The Engine Room)
Registration Number:	2009/005040/07
FSP Licence Number:	45528
Address (Postal & Physical):	MotoVantage House: Stonemill Office Park, 300 Acacia Rd, Blackheath, Johannesburg, 2195 PO Box 1034, Gallo Manor, 2052
Telephone Number:	087 312 1074
Email:	TERqueries@the-engine-room.co.za
FSP License Categories:	Category I Short-Term Insurance Personal Lines, Short-term Insurance Personal Lines A1, Short-Term Insurance Commercial Lines, Long-Term Insurance subcategory B1, Long-term Insurance subcategory B1-A, Short Term Insurance – Personal Lines; Advice & Intermediary Services, Short Term Insurance – Commercial Lines; Advice & Intermediary Services
Financial Products:	Short Term Insurance Long Term Insurance
Authority:	The Engine Room has an intermediary agreement in place to sell on behalf of Hollard.
Professional Indemnity and Fidelity Guarantee Insurance:	The Engine Room has professional indemnity and Fidelity Guarantee Insurance.
Legal Status of Representatives:	Representatives who do not meet fit and proper requirements work under supervision
Compliance Officer Details:	The Compliance Officer: compliance@motovantage.co.za
Conflict of Interest Management Policy:	An Financial Services Provider in terms S3A(2)(a)of the FAIS General Code of Conduct is required to have a Conflict of Interest Policy. A copy of the FirstRand FAIS Conflict of Interest Policy, that also covers this FSP, can be found at https://www.firststrand.co.za/investors/governance-and-compliance/
Commission Payable:	The Engine Room receives 12.5% of the Premium paid to Hollard for performing intermediary services. This fee is included in the Premium
Noting of Interest:	The Engine Room does not hold more than 10% of the Insurer's shares and does not receive more than 30% of total remuneration from the Insurer.

1.3 About the insurer – Hollard

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

FSP Name:	The Hollard Insurance Company Ltd
Registration Number:	1952/003004/06
FSP Licence Number:	17698
Address (Postal & Physical):	PO Box 87419, Houghton, 2041 Hollard Villa Arcadia, 22 Oxford Road, Parktown 2193
Website:	www.hollard.co.za
Telephone Number:	0800 601 016
Fax Number:	011 351 3012
Email:	hpsadmin@hollard.co.za
FSP License Categories:	Category I
Financial Products:	Short-Term Insurance
Compliance contact:	compliance@hollard.co.za 0860 666 675
Complaints contact:	hpscomplaints@hollard.co.za 011 351 4150
Conflict of Interest Management Policy:	Hollard has a Conflict of Interest Management Policy (COIMP) in place. A copy of this is available on the Hollard website

1.4 About the Administrator – Motorite Administrators (Pty) Ltd

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

FSP Name:	Motorite Administrators (Pty) Ltd
Registration Number:	1997/00063707
FSP Licence Number:	9140
Address (Postal & Physical):	PO Box 1034, Gallo Manor, 2052 MotoVantage House: Stonemill Office Park, 300 Acacia Rd, Blackheath, Johannesburg, 2195
Website:	www.motovantage.co.za
Telephone Number:	087 312 1079
Email:	complaints@motorite.co.za
FSP License Categories:	Category I Short-term Insurance Personal Lines, Short-term Insurance Personal Lines A1 and Short-term Insurance Commercial Lines, Long-Term Insurance subcategory B1, Long-term Insurance subcategory B1-A
Financial Products:	Short Term Insurance Long Term Insurance
Authority:	Motorite are acting in terms of a written mandate from the Insurer.
Professional Indemnity and Fidelity Guarantee Insurance:	Motorite has suitable Professional Indemnity and Fidelity Guarantee Insurance in place.
Legal Status of Representatives:	Some of Motorite Administrator's representatives that are providing financial services may be under supervision.
Noting of Interest:	Motorite does not hold more than 10% of the Insurer's shares and does not receive more than 30% of total remuneration from the Insurer.
Compliance Officer Details:	The Compliance Officer: compliance@motovantage.co.za
Complaints Contact:	087 312 1079 complaints@motorite.co.za
Conflict of Interest Management Policy:	An Financial Services Provider in terms S3A(2)(a)of the FAIS General Code of Conduct is required to have a Conflict of Interest Policy. A copy of the FirstRand FAIS Conflict of Interest Policy, that also covers this FSP, can be found at https://www.firststrand.co.za/investors/governance-and-compliance/
Administrator fee disclosure:	The Hollard Insurance Company Limited is the product provider and has entered into a binder agreement with Motorite. This means that Hollard has authorised Motorite to perform these binder functions on their behalf. Below are the functions performed by Motorite Administrators <ul style="list-style-type: none"> • Determine Policy Wording. • Determine Premiums. • Determine Value of Policy Benefits. • Settle Claims <p>Motorite receives 4.5% of the Premium paid to Hollard for performing these binder functions. This fee is included in the Premium.</p>

1. How to complain

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

2. General Policy complaints – contact the Administrator

Please contact the Administrator with complaints about Your Policy wording, Your Premium or claims: PO Box 1034 Gallo Manor 2052
Tel: 087 312 1079
Email: complaints@motorite.co.za

3. Unresolved Complaints – contact Hollard

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

Tel: 011 351 4150
Email: HPScomplaints@hollard.co.za

4. Complain to the Ombudsman

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

Address	Telephone and fax	Email and Web addresses
Physical Address: 1 Sturdee Avenue, 1st Floor, Block A Rosebank Johannesburg 2196	Tel: 11 726 8900 Share call: 0860 726 890 Fax: 011 726 5501	Email: info@osti.co.za Web: www.osti.co.za
Postal Address: PO Box 32334 Braamfontein 2017		

5. Complaints about how this policy was sold

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

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

Address	Telephone and fax	Email and Web addresses
Physical Address: Menlyn Central Office Buliding 125 Dallas Avenue, Waterkloof Glen, Pretoria, 0010 Postal Address: P.O. Box 74571 Lynnwood Ridge 0040	Tel: 012 762 5000 / 012 479 9080 Fax: 086 764 1422	Email: info@faisombud.co.za

6. Decisions about claims

a. Complain to Hollard

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

b. Complain to the Ombudsman

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

c. Take legal action

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

7. Report and prevent fraud



8. Other Important information Premium (incl. VAT)

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

9. Cooling-Off Period

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

10. Important Matters

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

11. Tax Clause

In terms of Binding General Ruling 14 this document constitutes a tax invoice, debit note and credit note as contemplated in sections 20(7)