

Policy Terms and Conditions.

ADMINISTERED BY



UNDERWRITTEN BY



Introduction

This policy document, the information you have provided and the schedule, form the contract of insurance between us, we or our (Regent Insurance Company Ltd) (the insurer), you or your (the insured). The policy is administered by M-Sure Financial Services (Pty) Ltd (the administrator). In return for your premium and providing that you comply with the terms and conditions of the policy, we will provide the cover described in the policy and schedule.

Definitions

1. **Market Value** means the average between Trade and Retail prices as evidenced by the contents of the publications "Auto Dealers' Guide" or "Commercial Vehicles Dealers' Guide", published by TransUnion Auto Information Solutions and duly adjusted for condition. Where no provision is made in such publications, a sworn appraisal shall be proof thereof.
2. **Vehicle** means the vehicle described in the schedule and which may be one of the following:
 - **Private type vehicles** - private motor cars, light delivery vehicles, with a gross vehicle mass of not more than 3 500kg (three thousand five hundred kilograms), motorcycles, trailers with a carrying capacity of not more than 750kg (seven hundred and fifty kilograms) and caravans.
 - **Taxis** - vehicles with a gross vehicle mass of not more than 8 700kg (eight thousand seven hundred kilograms) used for the carriage of passengers for reward and for social domestic and pleasure purposes.
 - **Commercial vehicles** - vehicles with a gross vehicle mass greater than 1 500kg (one thousand five hundred kilograms) and up to a maximum of 8 700kg (eight thousand seven hundred kilograms) and trailers with a carrying capacity of not more than 750kg (seven hundred and fifty kilograms).

You are covered for

1. Credit Shortfall

- The shortfall between your debt to the Finance Company and the amount paid by your motor comprehensive insurer for a total loss claim. A total loss claim is a claim where the vehicle is damaged beyond economical repair or is stolen and not recovered. If the amount paid by your motor insurer is less than the market value of the vehicle, we will only pay the difference between the market value and the outstanding debt due to the Finance company as at the date of the loss. We will not pay more than R 500 000 (five hundred thousand rand). We will work out a Market value by taking the average value between the Trade and Retail prices shown in either the Auto Dealer's Guide or Commercial Dealer's Guide, as published by TransUnion Auto Information Solutions. The value may be adjusted for condition and kilometres travelled. If the vehicle is not listed in either of these guides, we will establish its value from a suitable source.
- If you have a valid total loss claim and at the time of the loss, there is no shortfall amount due to the Finance Company, we will pay out an amount equal to your policy premiums.

1.1 Excess Contribution

Where we have agreed to settle your shortfall claim, we will also contribute towards the excess for which you are responsible under your motor comprehensive insurance policy, up to a maximum of R 6 000 (six thousand rand). The excess is the amount you will have to pay towards any claim on your motor comprehensive policy. This amount is not refundable to you but will be taken into account in the credit shortfall claims settlement.

2. Violation Cover

- If your comprehensive motor insurer rejects your claim due to your unintentional failure to comply with a policy condition, we will pay for the reasonable repair costs. If the vehicle is beyond economical repair or is stolen or hijacked and not recovered within 30 (thirty) days, we will pay the market value or the sum insured shown in the schedule, whichever is less. Where the amount owed to the Finance company as at the date of loss is greater than this figure, we will pay the amount owed to the Finance company less the excess which would have applied under your motor comprehensive policy and less the deductible which applies under this policy.
- We will also pay up to a maximum of R 2 500 (two thousand five hundred rand) for towing and storage costs.
- If you fail to pay 1 (one) monthly premium on your comprehensive motor policy and your motor insurer rejects your claim for this reason, we will pay your claim as described above. We will only pay if your motor insurer has received 3 (three) consecutive payments of premium before the month of non-payment.

2.1 Deductible

The deductible is the amount that will be deducted from any claim under this policy. The following deductibles apply to claims under the Violation Cover:

Type of Vehicle	Deductible
A private type vehicle which means private motor vehicles, light delivery vehicles with a gross vehicle mass of not more than 3 500kg (three thousand five hundred kilograms), motorcycles, trailers with a carrying capacity of not more than 750kg (seven hundred and fifty kilograms) and caravans.	R 3 000 (three thousand rand) PLUS R 3 000 (three thousand rand) if the vehicle was being operated by someone who is not the regular driver as stated in the underlying motor comprehensive schedule.
Taxis, which means vehicles with a gross vehicle mass of not more than 8 700kg (eight thousand seven hundred kilograms) used for the carriage of passengers for reward and for social, domestic and pleasure purposes.	20% (twenty percent) of the sum insured or market value or retail value as stated in your comprehensive motor insurance policy PLUS An extra R 5 000 (five thousand rand) if the driver cannot provide a Professional Driving Permit.
Commercial vehicles with a gross vehicle mass in excess of 1 500kg (one thousand five hundred kilograms) and up to a maximum of 8 700kg (eight thousand seven hundred kilograms) and trailers with a carrying capacity of not more than 750kg (seven hundred and fifty kilograms).	10% (ten percent) of the sum insured or market value or retail value as stated in your comprehensive motor insurance policy PLUS An extra R 5 000 (five thousand rand) if the driver cannot provide a Professional Driving Permit.

3. Personal Accident

3.1 Definitions

- **Accident or Accidental** means a sudden, unforeseen, unexpected and unintended event coming from an independent source which is the direct cause of the loss and is not caused by illness, disease or any other bodily malfunction.
- **Personal Accident** is insurance for your death or your permanent total disability as a result of an accident in the insured vehicle.
- **Accidental Death** means death occurring within 12 (twelve) months of the accident in the insured vehicle.
- **Permanent Total Disability** means the permanent and total inability to carry on with your usual occupation or any other occupation for which you have knowledge of or are trained to do, which lasts for 12 (twelve) months and where at the end of this period there is no prospect of improvement.
- **You or Your** means the regular driver as stated in the motor comprehensive schedule, or the policyholder.
- **Benefits or Benefit** means the amount of compensation as stated in the policy schedule.
- **Beneficiary** means the person or persons nominated by you, on your policy schedule to receive the benefits after your death.
- **Bodily Injury** means a physical injury or physical trauma to you resulting from an accident in the insured vehicle occurring solely, directly and independently of any other cause or any other physical defect of infirmity existing prior to the motor vehicle accident in an insured event within 12 (twelve) months of the date of the motor vehicle accident. Exposure to the elements of nature as a direct result of the motor vehicle accident will be deemed an injury.
- **Professional Player** means an insured who earns in excess of 50% (fifty percent) of his income from playing sport.

3.2 The following benefits are provided:

- We will pay up to a maximum benefit of R 20 000 (twenty thousand rand) in the event of your accidental death and/or permanent total disability caused directly by an accident involving the motor vehicle noted in the schedule. The personal accident benefit is a once-off amount. The amount payable will be a percentage of the benefit amount as described in the Schedule of Benefits table below. For permanent and total disability, the benefit is payable provided that the permanent total disability happens within 12 (twelve) months of the date of the motor vehicle accident.
- In the event of you having more than one Regent Insurance Personal Accident policy, the benefits will be added together and will not exceed R 2 500 000 (two million five hundred thousand rand).
- All benefits will be reduced by 50% (fifty percent) once you reach the age of 70 (seventy).

3.3 Schedule of Benefits

In the event of an accident causing	Percentage of sum insured payable
Death	100%
Permanent Total Disability	100%
Loss of (use of):	
two limbs	100%
sight in both eyes	100%
speech AND hearing in both ears	100%
one limb	50%
sight in one eye	50%
speech	50%
hearing in both ears	50%

3.4 We will not pay compensation for death or disability resulting directly or indirectly from any of the following:

- Suicide, attempted suicide, and self-inflicted injury or insanity.
- Being under the influence of alcohol or driving a vehicle while the alcohol content of the blood or breath alcohol concentration exceeds the legal limit.
- Being under the influence of drugs or narcotics unless the drugs or narcotics were prescribed by a qualified medical practitioner.
- While taking part in any sport as a professional player or driving or riding in any race.
- Radioactive contamination.
- Participation in any defence force, police service or correctional service activities.
- Deliberate exposure to exceptional danger except in an attempt to save human life.
- Wilful misconduct or criminal act.

3.5 Specific Conditions

a. Eligibility

The policy holder is only eligible to receive the benefits from this section. In the event that the policy holder is not the regular driver of the insured vehicle, then the benefits under this section will be paid to the regular driver of the insured vehicle, provided that the regular driver's details have been stated and noted on the underlying motor comprehensive schedule.

b. Automatic Cancellation

Cover will automatically be cancelled on the following events, whichever is earliest:

- You reaching the age of 75 (seventy five),
- Your death, or
- Any disability claim for which 100% (one hundred percent) is paid out.

c. Payment of Benefits

- The death benefit is payable to the nominated beneficiary. If no beneficiary has been nominated, then the death benefit will be paid to your estate less any arrear premiums that are owed.
- The disability or dismemberment benefits will be paid to you.

d. Claims Process Condition

Payment of any benefit is subject to you supplying the medical and non-medical reports which may be required. These costs will be for your own account and may include (but not limited to) the death notice, letters of executorship, inquest report or post-mortem examination.

e. Proof of Accident

Satisfactory proof of death, disability, or dismemberment by the motor vehicle accident must be provided.

General Conditions

These are general rules which govern the policy.

1. Cancellation

You can cancel the policy at any time by notifying us. We can cancel or amend your policy by giving you 30 (thirty) days' notice. We may give you notice in writing by electronic mail, fax or by post to your last known address.

- If your policy is paid monthly, you will be entitled to a refund of the premium.
- If you have an annually paid policy, you will be entitled to a pro-rata refund premium for the balance of the period, provided that there were no claims. Any charges, commission, inspection fees and any other fees (such as binder fees) that were included at the inception of the policy will not be refunded.

2. Fraud and Dishonesty

If you or anyone acting on your behalf submits a claim, or any information or documentation relating to any claim that is fraudulent, dishonest, exaggerated or withheld, we will reject your claim and your policy will be cancelled.

3. Misrepresentation, Misdescription and Non-Disclosure

Misrepresentation, misdescription or non-disclosure in any material fact shall render this policy void.

4. Change in material facts

You must tell us in writing if any of the policy details or declarations are incorrect or if any of these details, declarations or material facts have changed as this may influence our continued acceptance of the policy, risk or claim.

A material fact is one which could influence us in deciding whether or not to insure you. If you are not sure whether or not something is a material fact, you should disclose it. If you do not disclose all material facts your insurance may be invalid and we may refuse to pay any claim. You must continue to keep us informed of any changes in material facts during the course of being insured with us.

5. Other Insurances

If there are other similar insurances covering the vehicle at the time of a claim, we will only pay our proportional share of any claim.

6. Countries Where You Have Cover

Your vehicle is covered in the Republic of South Africa (RSA), Namibia, Botswana, Zimbabwe, Lesotho, Swaziland, Malawi and Mozambique. The policy is subject to South African Law and any payment will be in South African currency.

7. Jurisdiction

Cover granted under this policy is subject to the exclusive jurisdiction of the courts of the Republic of South Africa.

8. Rights of the Finance Company

The Finance Company has first rights to payment from this policy. We will pay any payments due to the Finance Company, if applicable, before any payment that may be due to you. You agree that if a claim occurs, an authorised official of the Finance Company can complete and sign all documentation on your behalf if necessary.

9. Duration of the Policy

Provided that all premiums have been paid, this policy will run until the end of your finance agreement and will end once your finance agreement has been fully paid up, unless it is an annual policy which runs for a period of 12 (twelve) months. Please see information about annual policies below.

10. Annual Policies

If you have an annually paid policy your premium is payable within 30 (thirty) days of the commencement of the policy. If you have an annual policy, it will run for a period of 12 (twelve) months.

11. Premium payment

You must pay your premium on time. If you pay by debit order you must make sure that your debit order is met by your bank. If your premium is not paid on the payment due date you have a 15 (fifteen) day grace period in which to pay your premium.

12. Transfer of Policy

You cannot transfer this policy to anyone else or to any other vehicle.

13. Motor Comprehensive Policy

You must have a valid motor comprehensive policy covering your vehicle for the full market or retail value.

14. Tax Charged in terms of the Value-Added Tax Act, (VAT) 1991

In terms of a ruling issued by SARS, this document together with the schedule and proof of payment of premium constitutes an alternative tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively. All premiums, fees and commissions include VAT at 15% (fifteen percent). The sum insured is the full amount covered and it includes all VAT portions, including potential VAT costs and VAT liabilities to SARS. Any excesses that are paid by you are not subject to VAT.

You are not covered for

The following are general exceptions that apply to the whole policy.

1. Nuclear Risks

Loss, damage or liability directly or indirectly caused by, or arising from, ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste arising from burning nuclear fuel, or the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.

2. War and Public Disorder

Any loss, damage or liability caused by civil commotion, riot, strike, war, mutiny, military rising, martial law, rebellion, revolution, any act in protest against any State, Government or any Government body.

3. You are also not covered for the following:

- Any arrears under the finance contract, any extra finance charges, any insurance premiums, motor warranty premiums, any service agreements or maintenance plans that are refundable to you by your Finance Company.
- Any legal costs which you owe to the Finance Company or any other amount deducted from your claim by your motor insurer.
- Damage to tyres – loss or damage caused by braking, or by punctures, cuts or bursts or for damage to springs due to unevenness or roughness in road surfaces, including potholes.
- If your vehicle insured under this policy is being used for a purpose other than what it was insured for under your comprehensive motor insurance policy.
- Loss or damage to sound equipment or non-standard fittings or accessories.
- Loss or damage to someone else's property or death of or injury to passengers or to other people.
- Wear and tear, mechanical, electrical or electronic breakdowns, failure, breakages or depreciation and any resultant non-accident damage.
- Loss or damage due to the operation of any tool or plant that forms part of the vehicle.
- Any liability arising from a contract.
- Where the driver does not have a valid and unendorsed driver's licence (as defined by South African Law).
- If the driver of the vehicle is under the influence of alcohol or drugs or the alcohol content of the driver's blood exceeds the legal limit.
- Where the load the vehicle is carrying is greater than the carrying capacity for which the vehicle is designed.
- Any losses which should be covered under your motor insurance policy.

- Any losses where the vehicle that has been confiscated, commandeered, requisitioned or repossessed by any legal process.
- Any consequential loss or damage from any cause whatsoever.
- Where the vehicle is being used for racing, rallies, hiring, carrying of explosives, driving instruction for reward or of it designed to carry more than 23 (twenty three) persons including the driver.

Claims

- **If you have a claim, please contact us on 0860 927 726.**
- You must give us all documents that we need to process the claim. This includes copies of rejection letters or settlement advices such as an agreement of loss from your motor insurer and any other documents we may require.

Credit Shortfall Claims

- You must advise us within 60 (sixty) days of the settlement of your motor claim by your motor comprehensive insurance policy.

Violation Claims

- You must advise us within 30 (thirty) days of the rejection of your claim by your comprehensive motor insurance policy in order for us to process a claim under this policy.
- We have the right to choose whether or not the vehicle can be repaired, replaced or if we will pay a cash amount equal to the loss or damage.
- We may also choose the place where the vehicle can be repaired at one of our approved repairers.
- You must report the loss or accident to the police within 48 (forty eight) hours of the loss or accident and provide us with the case reference number.
- If we have paid out a claim on a total loss basis, any recoveries or salvage will belong to us.
- If your vehicle has been stolen and is then recovered, you must also assist us with identifying the vehicle.

Personal Accident Claims

- You must advise us within 90 (ninety) days after the death, disability or dismemberment of the insured person.
- You must provide us with all the necessary documentation we require in order to process a claim.

Rejection of Claim and Time Bar

- We must inform you in writing within 10 days of any decision to accept, reject or dispute a claim, or the quantum of a claim, for a benefit under this policy. If we reject or dispute the quantum of your claim, the notice provided to you must inform you of the reasons for the decision and that you, the insured, may within a period of not less than 90 days after the date of receipt of the notice make representations to us in respect of our decision.
- In addition:
 - You have to provide satisfactory proof of any loss that you claim for.
 - After the expiry of the 90 days referred to above, you have a further 6 months to start legal action against us.
 - If you do not serve a summons on us within this time, you will lose the right to challenge our rejection.

Consent to Disclosure of Your Personal Information

The sharing of claims and underwriting information (including credit information) by insurers is essential to enable us to underwrite policies, assess risks fairly and reduce the incidence of fraudulent claims. In the public interest and with a view to limiting premiums, you consent to any insurance or claims information being disclosed to us, any other insurance company or its agent by you or any person representing you.

The South African Insurance Association (SAIA) has created a shared database for storing insurance information of policyholders. We all store your information in the shared database to verify any underwriting information against legally recognised sources or databases.

Fighting insurance fraud will benefit you, because fraud affects the short-term insurance industry. It affects the evaluation and determination of risks by insurers, and it affects you directly as it leads to higher premiums.

Your Right to Privacy

Your right to privacy is a fundamental element that must be taken into consideration; however it is restricted to certain limits. These limits include cases where the parties have a legal interest in that information. In terms of South African law, we may disclose and/or receive information if we intend using it to prevent fraud and to underwrite risks fairly.

Your Authorisation to Us

- You acknowledge that the sharing of information for underwriting and claims purposes is in the public interest, as it will enable insurers to underwrite policies and assess risks fairly and to reduce the incidence of fraudulent claims. This will contribute to keeping premiums as low as possible.
- You consent to such information being stored in the shared database and used as set out above.
- You consent to such information being given to any insurer or its agent.
- You consent to any underwriting information being verified against and shared with legally recognised sources or databases.

FAIS DISCLOSURE NOTICE

DISCLOSURES REQUIRED IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT 37 OF 2002 ("FAIS")

IMPORTANT - Please read disclosures and other legal requirements carefully.

1. Details of the Intermediary, Administrator and the Insurer

Details	Administrator and Binder Holder	Insurer
Name and company registration number	M-Sure Financial Services (Pty) Ltd, 2002/022941/07	Regent Insurance Company Limited, 1966/007612/06
Legal status	M-Sure Financial Services is an authorised financial services provider (FSP 21799)	Regent Insurance Company Limited is a registered short-term insurer and an authorised financial services provider (FSP 25511)
Physical address	The Bridge Office Park, Block A, Building 2, 5 Boeing Road East, Elma Park, Edenvale, 1609	Hollard Villa Arcadia, 22 Oxford Road, Parktown, Johannesburg, 2193
Postal address	Private Bag X5, Bruma, 2026	PO Box 674, Edenvale, 1610
Telephone number	0860 927 726	0860 734 368
Facsimile	0860 329 729	0872 306 734
Website	www.m-sure.co.za	www.regent.co.za

2. The Intermediary

The intermediary has an obligation to confirm the following to you:

- His full business and trade names, registration number, postal and physical address, telephone numbers and e-mail address.
- The fact that he has been given mandate to act on behalf of Regent and whether any restrictions or conditions were imposed on the intermediary by Regent.
- Names and contact details of the relevant compliance office and complaints department.
- Whether or not the intermediary directly or indirectly holds more than 10% of the insurer's shares.
- Whether or not the intermediary has not received more than 30% of total insurance remuneration, including commission from the insurers in the preceding year.
- Whether or not the intermediary holds Guarantees or Professional Indemnity or Fidelity Insurance.
- Details of any monetary obligations assumed by you directly or indirectly when buying this policy.
- Commission payable:
 - 12.5% (including VAT) paid in respect of motor insurance, for placing insurance with them.
- Whether or not the representative is rendering services under supervision.

3. The Administrator and Binder Holder

- M-Sure is mandated by Regent Insurance Company Limited to provide Binder Services in terms of the policies.
- More than 30% of M-Sure's income was earned from the insurer in the last calendar year.

- M-Sure does not hold any shares in the insurer.
- M-Sure is a wholly owned subsidiary of Motus Financial Services Proprietary Limited.
- M-Sure is in possession of Professional Indemnity Insurance.

4. **Intermediary Fees**

The following amounts are all **INCLUDED** in the premium:

- A 12.5% intermediary commission.
- A binder services fee of 12% for M-Sure.

All prices include VAT at 15%. Please see your policy schedule for all applicable premium and fees.

If the policy was sold to you by a telemarketer, the same details as those of the Administrator are applicable. Recordings of the telephone discussion with the telemarketer can be made available to you on request.

5. **Claims Procedure**

- In order to claim, contact M-Sure on **0860 927 726**.
- M-Sure must be notified within 30 days of the claim event.
- If you are not satisfied with the outcome of your claim, you may write to the M-Sure Complaints Department at any of the addresses above within 90 days of the rejection of your claim. If you are still not satisfied, you have an additional 6 months after expiry of the 90 days to institute legal action against M-Sure.
 - You also have recourse to the Ombudsman for Short-term Insurance at PO Box 32334, Braamfontein, 2017.

6. **Complaints Procedures**

6.1 **Complaint about the policy**

If you have a complaint about any aspect of this policy, you must submit your complaint in writing to **M-Sure Complaints** by e-mail at **complaints@m-sure.co.za**.

If, after having referred the complaint to M-Sure and you are still not satisfied with the outcome, you may approach the office of the FAIS Ombud for Financial Services Providers or The Ombudsman for Short Term Insurance, or take such other steps as may be recommended by your legal representatives.

The relevant Ombudsman offices may be contacted as follows:

- If you have a problem with the way the product was sold to you, the disclosures that were made to you or the advice that was given to you by the intermediary:
 - FAIS Ombud, Sussex Office Park, Ground Floor, Block B, 473 Lynnwood Road, Corner Lynnwood Road and Sussex Avenue, Pretoria, 0081. Tel: 012 762 5000 and e-mail: info@faisombud.co.za
- If you have a product-related complaint:
 - Ombudsman for Short-term Insurance at PO Box 32334, Braamfontein, 2017. Tel: 0860 726 890 or (011) 726 8900, fax: (011) 726 5501 and e-mail: info@osti.co.za

Remember you have to address your complaint in writing with M-Sure prior to any Ombudsman.

7. **Compliance Officer**

The compliance officer of M-Sure may be contacted by e-mail at **compliance@m-sure.co.za**.

8. **Replacement**

You may not be advised to cancel an existing policy to enable you to purchase a new policy or to amend the existing policy, unless the intermediary identifies the policy as a replacement policy, the implications of the replacement are disclosed to you, (such as the influence on your benefits under the old policy), and any costs incurred with the replacement are disclosed to you.

9. **Cooling-off Period**

You may cancel a policy, where no benefit has yet been paid or claimed or an event insured against under the policy has not yet occurred, within 14 days after the date of receipt of the policy document.

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. Disclose all material facts accurately, fully and properly as incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance. You need to be satisfied with the accuracy of any transaction submitted by anyone on your behalf. All information provided by you or on your behalf is your own responsibility as this might have an impact on any future claim. Do not sign any incomplete or blank documents. No person may insist that you do so. Nobody may ask or require you to waive a right that you have as a policy holder.