

# Dealer XtraPlus Deposit Cover

## Policy wording

### Underwritten by

The Hollard Insurance Company Limited (HOLLARD)  
Reg. No. 1952/003004/06  
22 Oxford Road  
Parktown  
2193  
Tel: 011 351-5000

### Administered by

IUA Business Solutions (Pty) Limited (IUA)  
(Reg. No. 1981/006334/07)

**Should you wish to obtain any information in connection with this policy, kindly contact**

IUA Business Solutions (Pty) Limited  
P O Box 1800  
Umhlanga Rocks  
4320

Telephone: 031 570 7600  
Fax: 086 639 3867  
e-mail address: [admin@iua.co.za](mailto:admin@iua.co.za)

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## Introduction

*This document explains the Dealer XtraPlus Deposit Cover policy. You will notice that some words are Capitalised. These words have a specific meaning and are explained under the Definitions section (page 3).*

In exchange for receipt of the premium on the Premium Due Date, Hollard Insurance (We) agree to protect the policyholder (You) against any losses from an insured event which occurred in the Period of Insurance. Your cover is subject to the terms and conditions contained in this policy or in any subsequent endorsement to it.

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 International Underwriters and Administrators.

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.

## A. 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:

- 1        **“Administrators”**  
Means IUA Business Solutions (Pty) Limited (IUA)
  
- 2        **“Credit Provider”**  
Means a registered Credit Provider, whose interest in the Vehicle forming the subject matter of the Credit Agreement is noted in this policy.
  
- 3        **“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).
  
- 4        **“Certificate of Insurance”**  
Means the schedule containing Your details and the details of the Vehicle, Deposit amount, Period of Insurance, premium payable etc. and updated from time to time at Your request.
  
- 5        **“Date of Loss”**  
Means the date upon which the damage to or loss of the Vehicle occurs, which date must fall within the Period of Insurance.
  
- 6        **“Days”**  
Means ordinary days, including weekends and public holidays.
  
- 7        **“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 (four thousand five hundred kilograms);
  - trailers with a carrying capacity of not more than 750 kg;
  - motorcycles;

**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.
  
- 8        **“Period of Insurance”**  
Means the period as 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 if you pay the premium. The policy terminates when with the Credit Agreement ends.

  
- 9        **“Premium Due Date”**  
Means the date on which your premium is due and which is indicated on the Certificate of Insurance.

10 **“Underlying Policy” and “Underlying Insurer”**

Means the fully comprehensive enforceable motor vehicle insurance policy (Underlying Policy) entered into by You with any registered domestic insurance company (“the Underlying Insurer”). This policy must cover the Vehicle against all possible motor vehicle risks, including theft and hijacking that occurs at least in the whole of the Republic of South Africa if all the underlying conditions have been fulfilled.

11 **“We, Us, Our”**

Means the insurer in terms 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.

12 **“You, Your”**

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

## B. 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.

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.

## C. 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:

1. Notify Us immediately that Your claim in terms of Your Underlying Policy has been settled and within 30 Days of the Date of Loss and submit to Us full details in writing of Your claim by means of a claim form.
2. Provide Us with such proof and information as We may require to prove Your loss and process the claim.
3. 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.

## D. Conditions for cover

### 1. 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.

**2. 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.

**3. 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 in writing to Hollard:

The Account Manager – DXP  
PO Box 87419  
Houghton  
2041

Tel No: 011 351 5000  
Fax No: 011 351 0147

Alternatively, You may contact

The Ombudsman for Short Term Insurance  
PO Box 32334  
Braamfontein  
2017

Tel No: 011 726 8900  
Fax No: 011 726 5501

If Your dispute is not satisfactorily resolved in this manner, You may institute legal action against Hollard for the enforcement of the claim. The summons must be served on Hollard within 180 Days of the expiry of the above mentioned 90 Day period, else all benefits in respect of such claim will be forfeited and no liability can arise in terms of such claim.

**4. 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.

**5. 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.

**6. Cancellation and refund of premiums**

This policy may be cancelled by You or Us at any time with 30 Days written notice.

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.**

**7. Legal jurisdiction**

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

**8. 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.

**9. 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 occurs, 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.

**10. Contract**

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

**11. Period of grace for premium payments**

You shall be entitled to a period of 15 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.

**12. 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.

**13. 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.

**14. Territorial limits**

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

## E. Exclusions

### We do not cover Your losses:

1. if the Underlying Insurer rejects Your claim in terms of the Underlying Policy.
2. if the Underlying Insurer settles Your claim by means of a substitution or replacement;
3. if You cancel your Underlying Policy;
4. for liability to any passenger or third party for loss, damage, death or personal injury;
5. to any goods, materials, possessions or property carried in or on the Vehicle;
6. 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;
7. 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;
8. arising out of any contractual liability, unless liability would have attached in the absence of such agreement;
9. for consequential loss;
10. for depreciation, wear and tear, mechanical or electrical breakdowns, failures or breakage;
11. 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.
12. more than Our rateable proportion if covered under another enforceable deposit protector type insurance policy;
13. 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

### Claims and Administration

If you have a 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 **30 days** from the date of loss.

IUA  
 P O Box 1800  
 Umhlanga Rocks  
 4320

Telephone: 031 570 7600  
 Fax: 086 500 5855  
 e-mail address: [stclaims@iua.co.za](mailto:stclaims@iua.co.za)

### Complaints Procedure

If you have a complaint about this policy or You are in any way unhappy with 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:

The Account Manager – Dealer XtraPlus  
 PO Box 87419  
 Houghton  
 2041  
 Tel No: 011 351 5000  
 Fax No: 011 351 0326  
 E-mail address: [enquiries@hollard.co.za](mailto:enquiries@hollard.co.za)

If Your enquiry or Your dispute is not resolved, You can contact:

The Ombudsman for Short Term Insurance  
P.O. Box 32334  
Braamfontein  
2017

Telephone number: 011 726 8900

Fax number: 011 726 5501

*Please take careful note of General Condition 8 of this policy.*

**If this Policy or the manner in which it was sold does not meet legal requirements, please write to:**

The Hollard Compliance Officer, P O Box 87419, Houghton, 2041, Fax Number 011 351 8035. The responsibility of the Compliance Officer is primarily to assist and advise Hollard on issues regarding legal compliance and to investigate cases where there is possible non-compliance. For service complaints and claims disputes, please follow the complaints and dispute resolution processes as described above.

**Other Matters of Importance**

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

# Hollard.

**DXP**

**Shortfall Cover**

**Additional Information**

Version: April 2019

## 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.

This policy was sold to you by a dealership which has been approved by Hollard 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.

### About the dealers/intermediaries

Hollard has appointed dealers to perform certain intermediary functions on Hollard's behalf, as set out in a written intermediary agreement between Hollard and the dealer.

The dealer is an authorised Financial Services Provider, licensed to market short-term insurance products, and is authorised to market this policy on behalf of Hollard.

For more information about the dealer, refer to the **Dealer/Intermediary Information** document.

#### The dealer/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 hold Guarantees or Professional Indemnity or Fidelity Insurance or not,
- e) Details of any monetary obligations assumed by you directly or indirectly when buying this policy,
- f) Commission payable for placing insurance with them, whether the representative is rendering services under supervision or not

### About Hollard

The insurer is The Hollard Insurance Company Limited (Registration number 1952/003004/06). Hollard is a registered 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 Limited (Registration number 1952/003004/06)
FSP License Number:	17698
FSP License Categories:	Category I Short-Term Insurance Personal Lines, Short-term Insurance Personal Lines A1, Short-Term Insurance Commercial Lines
Address (Postal & Physical):	Hollard Villa Arcadia, 22 Oxford Road, Parktown 2193 PO Box 87419, Houghton, 2041
Telephone Number:	0860 666 675
Fax Number:	011 351 3012
Website	www.hollard.co.za
Compliance Contact:	compliance@hollard.co.za ShareCall: 0860 666 675
Complaints Contact:	HPScomplaints@hollard.co.za 011 351 4150
Conflict of Interest Management Policy	A copy of the Hollard Conflict of Interest Management Policy (COIMP) is available on the website.
Shareholder fee disclosure	NewInvest 231 (PTY) Ltd, a wholly owned subsidiary of FirstRand Bank Ltd., will receive dividends based on the underwriting results of the portfolio

### About the Administrator – IUA Business Solutions (Pty) Ltd

Hollard has appointed IUA Business Solutions (Pty) Ltd (IUA) to perform certain binder functions, namely, to accept risk on Hollard’s behalf by entering into, varying and renewing policies with policyholders, and settling claims on Hollard’s behalf. These functions are set out in a written binder agreement between Hollard and IUA. The binder fee earned by IUA is set out in your Certificate of Insurance.

FSP Name:	IUA Business Solutions (Pty) Ltd (Registration number 1981/006334/07)
FSP License Number:	15737
Address (Postal & Physical):	P O Box 1800, Umhlanga Rocks, 4320 Cnr. Keynsham and Umhlanga Rocks Drive,19 Crewkerne Close, Somerset Park Umhlanga Rocks, 4319
Telephone Number:	031 570 7600
Fax Number:	086 679 6554
Email Address:	<a href="mailto:admin@iua.co.za">admin@iua.co.za</a>
Website	<a href="http://www.iua.co.za">www.iua.co.za</a>
FSP License Categories:	Category 1: Short-term Insurance Personal Lines, Personal Lines A1 and Commercial Lines: Intermediary Services Long-term Insurance Categories A, B1, B1-A, B2, B2-A: Intermediary Services
Financial Products:	Short Term Insurance
Authority:	IUA are acting in terms of a written mandate from the Insurer
Professional Indemnity and Fidelity Guarantee Insurance	IUA has suitable Professional Indemnity and Fidelity Guarantee Insurance in place
Noting of Interest:	IUA 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:	Associated Compliance (Pty) Ltd Practice Number 7218
Compliance Officer Details:	Tel:011 678 2533 Fax: 011 678 7731 <a href="mailto:info@associatedcompliance.co.za">info@associatedcompliance.co.za</a>
Complaints Contact	Tel: 031 570 7600 <a href="mailto:Complaints@iua.co.za">Complaints@iua.co.za</a>
Claims Contact Details	Telephone: 031 570 7600 Fax: 086 500 5855 e-mail address: stclaims@iua.co.za
Conflict of Interest	IUA has a Conflict of Interest Management Policy (COIMP) in place. Should you require a copy thereof please contact IUA using the details above.

## How to resolve complaints

We hope that you never have reason to complain, but if you do, we will do our best to work with you to resolve it through the following process. Please contact us on the details given above.

### General policy complaints - contact the Administrator

- a. First try to resolve the complaint with IUA.
- b. If required, ask to speak to a claims or administration manager to further discuss your concerns.
- c. If your complaint is not yet resolved speaking to a manager, you can take the matter further by writing to our internal dispute resolution committee at [HPScomplaints@hollard.co.za](mailto:HPScomplaints@hollard.co.za). Your concerns will be investigated by a person with full authority to deal with the complaint and we will inform you of the outcome within 15 working days of receiving your letter.

### If you do not agree with our claims decision

When we assess a claim, we could:

- a. Pay an amount; or
- b. Say that it is not valid; or
- c. Cancel this policy.

We will always explain why we made one of the three decisions above. The claimant might disagree with us and may request that we review our decision. This must be done within 90 days.

We will only review our decision if the claimant sends us a written request within 90 days from the date of our letter explaining our decision.

### Complaining to the Ombudsman

In the unlikely event that the *claimant's* concerns are not resolved to his satisfaction by the internal dispute resolution committee, the *claimant* may contact the Ombudsman for Short-term Insurance. The Ombudsman is an independent office appointed to make independent and fair decisions.

Postal address	Telephone and fax	Email and Web addresses
The Ombudsman for Short-term Insurance PO Box 32334 Braamfontein 2017	Tel: +27 (0) 11 726 8900 ShareCall: 0860 726 890 Fax: +27 (0) 11 726 5501	Email: <a href="mailto:info@osti.co.za">info@osti.co.za</a> Web: <a href="http://www.osti.co.za">www.osti.co.za</a>

### 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 on the Hollard contact details provided above.

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

Postal address	Telephone and fax	Email address
Kasteel Park Office Park Orange Building, 2 <sup>nd</sup> Floor Cnr Nossob and Jochemus Street Erasmus Kloof Pretoria 0048	Tel: 012 762 5000 Fax: 086 764 1422	Email: <a href="mailto:info@faisombud.co.za">info@faisombud.co.za</a> Web: <a href="http://www.faisombud.co.za">www.faisombud.co.za</a>

### You may want to take legal action – if so, this must begin within 180 days

If the claimant is not satisfied with the outcome of our review of this decision, the claimant may also take legal action against us. This means the claimant must instruct a lawyer to give a document to the sheriff of the court, who will give us a document (called a summons). If the summons does not reach us within 180 days after the 90 days allowed for the review of our claims decision, then no legal action can be taken against us.

Alternatively, the claimant may choose to take legal action against us without first asking us to review our decision or contacting the Ombudsman. In this case, the summons must reach us within 270 days of the date of our letter explaining our claims decision. If this time limit is not met, the claimant no longer has any right to take legal action against us.

If the claimant wants to contact the Ombudsman for assistance after starting legal action against us, then the claimant must first withdraw the summons against us before contacting the Ombudsman.

## Combat insurance fraud

Fraud affects the insurance industry. It increases claims costs, which in turn increases premiums. Hollard is committed to prevent fraud and we have our own internal Anti-Fraud policy. Please report any suspicious or unethical activity anonymously on 0801 516 170 (toll free) or via email at [Hollard@tip-offs.com](mailto:Hollard@tip-offs.com).

## About your policy

This Policy is a Short-term Insurance policy that includes the following categories:

- Short-term insurance personal lines A1

Please refer to the policy wording and Certificate of Insurance for the following information:

- the complete nature and extent of benefits;
- your premium payment responsibilities, manner and frequency thereof, and the consequences of non-payment of premium;
- special conditions, exclusions; and
- how to cancel your policy.

## Cooling off period

- You have the right to cancel Short-term policies within 31 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.

## Matters of importance

- 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.
- Misrepresentation, incorrect information or non-disclosure by you of any material facts or circumstances may impact negatively on any claims arising from your insurance contract.
- The Certificate of Insurance, additional information and policy wording must be read as one document.
- You are entitled to a copy of the document that represents our contract with you, or a policy summary, within 31 days from the date of entering into or varying the policy. You are also entitled to a full copy of the policy upon request.
- If you have not received these documents, or you feel that the policy does not meet legal requirements, please submit your complaint in writing to us on the details given above.
- You must be informed of any material changes to the information provided above.
- If the information above was given to you verbally, it must be confirmed in writing within 31 days.
- Do not sign any incomplete or blank documents. No person may request or insist that you do so.
- You must not be induced to waive any right or benefit
- Please remember to read through everything and make sure that the information we have on record for you is correct. If anything changes or needs to be amended, please contact us to ensure that you are not affected at claims stage.