

**{{361}}**  
**TAXI OWNER PROTECTION PLAN**  
**POLICY WORDING**

**INSURING CLAUSE**

The Insurers will pay amounts as defined by the Provisos if, during the Period of Insurance, the Insured Person dies.

**DEFINITIONS**

**Insured Person** shall mean any person named in the schedule;

**Accidental** shall mean any sudden and fortuitous event which directly and independently of any other cause results in Bodily Injury as defined;

**Bodily Injury** shall mean physical bodily injury which is caused directly and independently of any other cause by visible, violent and Accidental means;

**Natural Causes** shall mean death by a cause other than violent or accidental means;

**Credit Agreement** shall mean the lease agreement entered into between the Insured Person and SA Taxi;

**SA Taxi** shall mean the Credit Provider as stipulated in the Credit Agreement;

**Nominated Beneficiary** shall mean any person named in the schedule;

**Period of Insurance** shall mean the Inception Date of the policy, renewable monthly, until the **earliest** of the happening of the insured event or when the policy is cancelled by the Insured Person or full settlement of the Credit Agreement or when the Insured Person reaches the age of 72 years;

**Inception Date** shall mean the date on which the proposal form has been completed in full by the Insured Person and accepted by the Insurer;

**Intermediary** shall mean the insurance broker as specified in the statutory notice attached to this policy.

**PROVISOS**

It is declared and agreed that upon death of the Insured Person the following benefits will be settled by means of electronic transfer:

1. A lump sum of R80 000 to SA Taxi towards the outstanding capital balance of the Credit Agreement ("Loan Reducer");
2. A cumulative amount up to R 50 000 towards instalments due in terms of the said Credit Agreement ("Instalment Benefit") to SA Taxi;
3. R 20 000 to the Nominated Beneficiary ("Death Benefit");
4. To the extent that the payments mentioned in 1 and 2 settle the outstanding balance as per the Credit Agreement, any surplus in addition to the Death Benefit will be paid directly to the Nominated Beneficiary;
5. If the Nominated Beneficiary cannot be traced by commercially reasonable efforts in relation to the sum insured within three months of the date of death of the Insured, the amount shall be paid to the lawfully appointed representative of the estate of the Insured Person;
6. Unless otherwise provided for herein, this Policy shall not apply to any Insured Person after the expiry of the Period of Insurance in which he attains 72 years of age.

## EXCEPTIONS

The Insurers shall not be liable to pay any claim under this Policy in respect of any Insured Person

1. whilst engaging in flying as pilot or member of the crew. This exception does not apply to Insured Persons engaging in ballooning, hang-gliding, paragliding and parachuting, provided that such activities are solely for social and/or pleasure purposes and not of a competitive nature or for reward
2. as a result of the influence of alcohol, drugs or narcotics upon the Insured Person unless administered by a member of the medical profession (other than himself) or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself)
3. caused by the Insured Person's participation in any criminal act, riot or civil commotion
4. arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power
5. as a result of the Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life) or the Insured Person's own deliberate criminal act
6. while participating in sport as a professional player
7. directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material. For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission, other than ionising, radiation, or radioactivity used in the course of a normal medical procedure administered by a member of the medical profession other than the Insured Person.
8. in any way caused or contributed to by an Act of Terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. If the Insurers allege that by reason of this exception any claim is not covered by this Policy, the burden of proving the contrary shall be upon the Insured Person.

### Definition

An Act of Terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

## EXTENSIONS

### 1. Disappearance

If any Insured Person disappears in circumstances which satisfy the Insurers that he has sustained injury to which this Policy applies and that such injury has resulted in the death of the Insured Person, the Insurers will, for the purposes of this Insurance, presume his death, provided that if, after the Insurers shall have made payment hereunder in respect of the Insured Person's presumed death, he is found to be alive, such payment shall forthwith be refunded by the Insured to the Insurers, subject to the Insured being able to recover such payment from the person(s) to whom it was paid.

## CONDITIONS

### 1. Interpretation

This Policy and Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

Reference in this Policy to any one gender is deemed to include the other gender.

### 2. Jurisdiction

This Policy will be governed by the laws of the Republic of South Africa, whose courts shall have jurisdiction in any dispute arising hereunder.

### 3. Misrepresentation or Non- Disclosure

This Policy shall be voidable in the event of misrepresentation or non-disclosure by or on behalf of the Insured Person in any particular which is material to this insurance.

### 4. Prevention of Loss

The Insured Person shall take all reasonable steps and precautions to prevent accidents or losses.

### 5. Claims

On the happening of any occurrence which may result in a claim under this Policy, the Nominated Beneficiary or lawfully appointed representative of the estate shall give notice thereof, within **90** days of death of the Insured Person, to the Intermediary. The Nominated Beneficiary or lawfully appointed representative of the estate shall also send full particulars of the claim and such information and documentation as is required by Insurers, to the Intermediary to process the said claims.

### 6. Interest

No Benefit payable under this policy shall carry or accrue interest under any circumstances

### 7. Prescription

If the Insurers disclaim liability in respect of any claim and an action or suit is not commenced within twelve months after such disclaimer, all benefit under this Policy in respect of such claim shall be forfeited.

### 8. Fraud

If the Insured Person or representative of the insured shall make any claim knowing it to be false or fraudulent, the benefit afforded by this Policy in respect of any such claim shall be forfeited, and the policy would be cancellable at the Insurers discretion.

### 9. Cancellation of Policy

The Insured Person may cancel this Policy at any time by giving the Insurer 30 days' notice in writing. Such notice must be submitted to the Intermediary as set out in the statutory notice. The Insurers may cancel this Policy by sending the Insured one calendar months' notice in writing to the last known address.

This Policy will terminate on the following dates:

- (a) On payments of the benefits in terms of this policy;
- (b) Should the required premium not be paid by the due date;
- (c) On full and final settlement of the Credit Agreement

**Statutory notice to short-term insurance policy holders**

(in terms of the general code for authorised Financial Service Providers and representatives)

In terms of the Financial Advisory and Intermediary Services Act, you have the right to the following information: **PLEASE READ CAREFULLY**

<b>About the Binder Holder and Administrator</b>																			
<b>1. Name, physical address, postal address and telephone number</b>	<p>SA Taxi Protect (Pty) Ltd is an authorised financial services provider and a company incorporated in terms of company law of South Africa bearing registration number (2005/044258/07) <b>FSP License Number:</b> 29354 <b>VAT Number:</b> 4650257126</p> <p><b>Physical Address:</b> Building C, 111 15<sup>th</sup> Road, Randjespark, Midrand <b>Telephone:</b> 0800 214 790 <b>Facsimile:</b> 086 545 7784</p> <p><b>Postal Address:</b> P.O. Box 41888, Craighall, 2024 <b>E-mail:</b> <a href="mailto:claims@sataxi.co.za">claims@sataxi.co.za</a> * <b>Website:</b> <a href="http://www.sataxi.co.za">www.sataxi.co.za</a> * to be used for policy related queries – see claims e-mail address below</p> <p>The above Intermediary is authorised to represent and accept business on behalf of the Insurer. The Intermediary is in possession of Professional Indemnity cover. SA Taxi Protect (Pty) Ltd is a cell captive shareholder of Guardrisk Insurance Company Limited. Dividends declared at the sole discretion of Guardrisk Insurance Company Limited are based in part on the performance of the insurance scheme placed by SA Taxi Protect (Pty) Ltd with Guardrisk Insurance Company Limited. In terms of a binder Agreement signed with Guardrisk Insurance Company Limited, SA Taxi Protect (Pty) Ltd ) Ltd earns to a maximum of 7.5% of Gross Written Premium for agreed binder functions performed on behalf of the insurer and all commission fees are capped at 20% as per the short term Insurance regulations.</p>																		
<b>2. Authorisation</b>	<p>SA Taxi Protect representatives are salaried employees of SA Taxi Protect (Pty) Ltd. The FSP accepts responsibility for the actions of its representatives acting within their mandate and within the course and scope of their employment contract. Should you require confirmation of any of our representative's authorisation; please contact our compliance department at the office number above or via an e-mail to <a href="mailto:compliance@sataxi.co.za">compliance@sataxi.co.za</a>.</p> <p>We are authorised to render financial services in the following categories and sub categories:</p> <table border="0"> <tr> <td>Short-Term Insurance:</td> <td>Personal Lines –</td> <td>Advice and Intermediary Services</td> </tr> <tr> <td>Long-Term Insurance:</td> <td>Category B1 –</td> <td>Advice and Intermediary Services</td> </tr> <tr> <td>Long-Term Insurance:</td> <td>Category B2 –</td> <td>Advice and Intermediary Services</td> </tr> <tr> <td>Short-Term Insurance:</td> <td>Commercial Lines –</td> <td>Advice and Intermediary Services</td> </tr> <tr> <td>Long-Term Insurance:</td> <td>Category A –</td> <td>Advice and Intermediary Services</td> </tr> <tr> <td>Long-Term Insurance:</td> <td>Category C –</td> <td>Advice and Intermediary Services</td> </tr> </table>	Short-Term Insurance:	Personal Lines –	Advice and Intermediary Services	Long-Term Insurance:	Category B1 –	Advice and Intermediary Services	Long-Term Insurance:	Category B2 –	Advice and Intermediary Services	Short-Term Insurance:	Commercial Lines –	Advice and Intermediary Services	Long-Term Insurance:	Category A –	Advice and Intermediary Services	Long-Term Insurance:	Category C –	Advice and Intermediary Services
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Long-Term Insurance:	Category C –	Advice and Intermediary Services																	
<b>3. Responsible Key Individual and Contact Particulars</b>	<p><b>If you wish to learn more about our Responsible Key Individuals and Product Categories they are responsible for, please contact us using the details below.</b></p> <p><b>Physical work address:</b> Building C, 111 15<sup>th</sup> Road, Randjespark, Midrand, 1685 <b>Telephone No:</b> 0800 214 790 <b>Facsimile No:</b> 086 545 7784 <b>E-mail :</b> <a href="mailto:claims@sataxi.co.za">claims@sataxi.co.za</a></p>																		
<b>4. Complaints Procedures and Conflicts of Interest Policy</b>	<p>If you have a complaint, please contact our head office. The complaints officer will assist you to address the concerns you have. Please note that in terms of the FAIS act, all complaints must be addressed to us in writing. Should we not be able to address the concerns to your satisfaction, you may wish to lodge a complaint with any of the Ombudsmen whose detail appear below, but in particular with the FAIS Ombud.</p> <p>If you wish to learn more about our complaints policy and procedure, please contact our compliance department at the office number above or via an e-mail to <a href="mailto:compliance@sataxi.co.za">compliance@sataxi.co.za</a>. We have adopted a Conflict of Interest policy, should you have any queries in relation thereto or if you require a copy of the policy, please contact our compliance department at the office number above or via an e-mail to <a href="mailto:compliance@sataxi.co.za">compliance@sataxi.co.za</a>.</p>																		
<b>5. Compliance Officer Details</b>	<p>Moonstone Compliance practice number 188. <b>Compliance Officer:</b> Ms Geta Hancke <b>Telephone:</b> (021) 883 8000 <b>Facsimile:</b> (086) 556 3664 <b>Postal Address:</b> PO Box 12662 Die Boord, Stellenbosch, 763</p>																		
<b>About SA Taxi Development Finance</b>																			
<p>A portion of the insurance placed within the SA Taxi Protect (Pty) Ltd Guardrisk cell may be re-insured to a Guardrisk International Limited PCC cell owned by SA Taxi Development Finance (Pty) Ltd (SATDF). Dividends declared at the sole discretion of Guardrisk International Limited PCC are based in part on the performance of the insurance scheme placed with the SATDF cell by Guardrisk Insurance Company Limited.</p>																			
<b>About the Insurer (Product Provider)</b>																			
<b>Name, physical address, postal address and telephone number</b>	<p>Guardrisk Insurance Company Limited is a company incorporated in terms of company law of South Africa bearing registration number (1999/013922/06), <b>FSP No:</b> 75, <b>VAT Number:</b> 4250138072</p> <p><b>Physical Address:</b> 102 Rivonia Road, Sandown, Sandton, 2196 <b>Telephone:</b> + 27 (11) 669 1000 <b>Facsimile:</b> + 27 (11) 669 1931</p> <p><b>Postal Address:</b> P.O. Box 786015, Sandton, 2146 <b>Web site:</b> <a href="http://www.guardrisk.co.za">www.guardrisk.co.za</a></p>																		
<b>Compliance/ Complaints department</b>	<p>Please note that all complaints regarding the advice or services received from your Intermediary must be referred to your Intermediary's Compliance Officer. All complaints regarding the <u>features of the product</u> must be referred to Guardrisk Insurance Company Limited and can be forwarded to the Compliance Office at:</p> <p><b>Telephone:</b> + 27 (11) 669 1039 <b>Facsimile:</b> + 27 (11) 669 2792 <b>E-mail:</b> <a href="mailto:compliance@guardrisk.co.za">compliance@guardrisk.co.za</a>; <a href="mailto:complaints@guardrisk.co.za">complaints@guardrisk.co.za</a></p>																		
<p>If any complaint to SA Taxi Protect or Insurer is not resolved to your satisfaction, you may submit the complaint to the Registrar of Short Term Insurance. Polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be sole reason for repudiating a claim. If the premium is paid by debit order: It may only be in favour of one person and may not be transferred without your approval; and The Insurer must inform you at least 30 (thirty) days before the cancellation thereof, in writing, of its intention to cancel such debit order</p> <p><b>WARNING</b> Do not sign any blank or partially completed application form. Complete all forms in ink. Keep all documents handed to you. Make note as to what is said to you. Don't be pressurised to buy the product. Incorrect or non-disclosure by you may impact on any claims arising from your contract of insurance.</p>																			

**About the Ombudsman, Registrar and FAIS Ombudsman**

**Particulars of Ombudsman** who is available to provide advice in the event of claims problems that are not satisfactorily resolved by the Intermediary and/or the Insurer-

**THE OMBUDSMAN – SHORT TERM INSURANCE**  
 1 Sturdee Avenue  
 1st Floor, Block A  
 Rosebank  
 Johannesburg  
 2196

Telephone: (011) 726-8900

**Particulars of Registrar of Short Term Insurance**  
 REGISTRAR OF SHORT TERM INSURANCE  
 FINANCIAL SERVICES BOARD  
 P O BOX 35655  
 MENLO PARK, 0102

Telephone: (012) 428-8000  
 Facsimile: (012) 347-0221

**Particulars of the Financial Advisory & Intermediary Services (FAIS) Ombudsman - The Customer Contact Division**

The FAIS OMBUD

Physical Address:	Postal Address
Kasteel Office Park	P O Box 74571
Orange Building, 2nd Floor	Lynwood Ridge
Cnr Nossob and Jochemus Street	0040
Erasmus Kloof, Pretoria, 0048	

Telephone: 0860 FAISCOM (0860 324 766)  
 E-mail: [info@faisombud.co.za](mailto:info@faisombud.co.za)