



# MOTORCYCLE INSURANCE POLICY



Member of the BikeSURE Group

#### This Policy is underwritten by:

The Hollard Insurance Company Limited (Hollard) Reg. No. 1952/03004/06 (22 Oxford Road, off Federation Road, Parktown, Johannesburg, 2193 telephone 011 351 5000 web address www.Hollard.co.za) and issued and administrated by Apex Underwriting Managers in terms of an Underwriting Agreement signed on the 03 May 2006.

In consideration of the payment and received by Us of the premium on or before the Premium Due Date as stated in the Certificate of Insurance, We agree to indemnify You against the Insured Events occurring during the Period of Insurance or any renewal period for which We receive and accept Your premium, subject to the terms, conditions, exclusions and exceptions contained in this Policy or in any subsequent endorsement to it.

Your premiums must be paid to Us on the agreed Premium Due Date being the start of each period for which You want cover. If the premium is not paid on the Premium Due Date, You have a 15 (fifteen) calendar day grace period to pay Us the premium, as more fully stated in General Condition 20 of this Policy.

You agree that the sharing of claims and underwriting information (including credit information) by insurance companies is essential to enable the insurance industry to underwrite policies and assess risks fairly. It is in the public interest to reduce the incidence of fraudulent claims and thereby keep premiums at an economic level to allow You to enjoy the insurance cover provided by Us.

Therefore, You hereby waive any right to privacy in any insurance information provided by You or on Your behalf to Us in respect of any insurance policy or claim made or lodged by You. Furthermore, You consent to such information being disclosed to any other insurance company or its agent and You hereby acknowledge that any information provided by You may be verified against other legitimate sources or databases. You also waive any rights of privacy and hereby consent to the disclosure of any other information relevant to any insurance policy or claim concerning You.

This Policy has been signed by

TENSCHAR

Terry Terblanche on behalf of

The Hollard Insurance Company Limited

This Policy shall only be operative in terms of the Certificate of Insurance signed and dated in terms of the Underwriting Agreement between Hollard and Apex dated on the O3 May 2006.



### APEX

"You / Your /	/ Yours	/ Yourself"
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means the person/persons named in the Certificate of Insurance

"We / Us / Our"

means The Hollard Insurance Company Limited (Hollard). Hollard is a registered insurance company/insurer for the purposes of the Short-term Insurance Act 1998 and a licensed Financial Services Provider for the purposes of the Financial Advisory and Intermediary Services Act 2002.

"Certificate of Insurance"

means the pages which contains details and particulars of You and this Policy and indicates the insurances under which You are insured. If any detail is not recorded correctly in all respects You must notify Us as soon as possible.

"Period of Insurance"

means the period of cover as specified in the Certificate of Insurance and for which premium has been received and accepted by Us.

"First Amount Pavable"

means the first amount to be paid by You or for which You shall be responsible in respect of each and every claim You may have in terms of this Policy.

"Indemnify / Indemnity"

means that We will attempt to place You back in the same financial position You were in immediately before an Insured Event that caused You to submit a claim under this Policy.

"Claim Free Group"

means that if during an annual Period of Insurance You do not submit a claim to Us in terms of any part of this Policy We will reduce the renewal premium by a percentage set by Us and notified to You.

"Vehicle"

means a two wheeled motorized cycle, three wheeled motorized cycle, four wheeled motorized cycle (commonly referred to as a Quad cycle) inclusive of all parts and accessories attached thereto.

"Trailer"

means a road trailer whilst used only for the purpose of transporting the Vehicle.



#### YOUR POLICY



This document together with your Certificate

of Insurance, any written proposal form and correspondence and any transcript of verbal agreements between You and Us shall form the basis of the contract between You and Us

#### GENERAL CONDITIONS

#### 1. Conditions precedent to any benefits

We shall not provide any insurance under this Policy and You shall not be entitled to any indemnity under this Policy unless:

- 1.1 subject to General Condition 20, the premium has been received by Us on or before the Premium Due Date, and
- 1.2 You or any other person who may enjoy insurance under this Policy has taken all reasonable precautions to avoid any Insured Events, and
- 1.3 You have complied with the Claims Procedure (General Condition 3) of this Policy, and
- 1.4 You have complied with all the terms and General Conditions and all other requirements of this Policy and all endorsements added to this Policy, and
  - 1.5 You have supplied Us with all documentary, evidentiary or quantifiable proof of Your lawful rights to the Vehicle and Trailer detailed in the Certificate of Insurance, and
  - 1.6 You have installed all the security devices We have stated, in the Certificate of Insurance, that You must install and You have made sure that these security devices are maintained in full operational working order whenever they are required and designed to be used.

#### 2. Noting of any credit grantor's interests

Where the Vehicle or Trailer is the subject of a purchase credit agreement or undertaking, We agree that the interest of the Credit Grantor, as mentioned in the Certificate of Insurance, is noted by Us.

All total loss settlements (refer General Condition 5) provided by this Policy, relative to loss or damage to the Vehicle or Trailer, shall first be made to the Credit Grantor to reduce Your purchase debt with the Credit Grantor. Any amount left over, after settling Your purchase debt, shall thereafter by made to You.

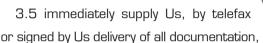
You agree that once settlement by Us has been agreed, in terms of the above, We shall be relieved of any other indemnity relative to the Vehicle or Trailer

#### 3. Claims procedure

On being aware of the happening of an Insured Event, which could or may result in a claim in terms of this Policy, at Your own expense:

- 3.1 notify the police within 24 (twenty four) hours and obtain a full copy of Your report reflecting the police Case Number;
- 3.2 notify Us within a maximum of 72 (seventy two) hours;
- 3.3 deliver to Us full written details of the event within 30 (thirty) calendar days supplying all documents We require, including a copy of Your report to the police;
- 3.4 not under any circumstance admit responsibility, make any statement that could be considered as admitting responsibility, make any offer, promise or indication that You wish to negotiate settlement of anyone's possible claim against You;

#### Thereafter





processes or correspondence You may receive from anyone (other than Us) in connection with the Insured Event;

- 3.6 not under any circumstance employ any legal advisor to take or defend any action or to proceed with the recovery of any First Amount Payable We may impose on You;
- 3.7 transfer all Your legal rights and status to Us to enable Us to institute a defense or prosecution relating to the Insured Event;
- 3.8 assist Us at all times in the recovery of the Vehicle or Trailer or claiming from any other person who may have been responsible for loss or damage to the Vehicle or Trailer and allow Us to use Your name to institute any recovery whether Our actions are in terms of legal process or not;
  - 3.9 advise Us of the existence of any other insurance policy that insures the Vehicle, Trailer or Clothing (if insured in terms of this Policy) against the same Insured Event, in which case We will only be responsible for Our rateable proportion of any claim;
    - 3.10 not authorize any repairs or replacement of the damaged Vehicle or Trailer prior to receiving written authorization from Us;
    - 3.11 provide Us with all information, proof, affidavits and co-operation We may require to enable Us to process Your claim within 30 (thirty) calendar days from the date of Our request;
      - 3.12 be responsible for any First Amount Payable stated in the Certificate of Insurance.

Should You fail to comply with anything mentioned above You will forfeit Your rights to claim in terms of this Policy and We shall have the right to demand immediate reimbursement to Us of any expenses incurred by Us in respect of Your claim.

#### 4. Our methods of settling any claim

We may at Our option repair, replace, reinstate or pay in cash the settlement of any claim You lodge and You agree to allow Us to use any combination of these methods. If included in Our settlement the Vehicle, Trailer or Clothing (if insured in terms of this Policy) is improved You shall reimburse Us the value of this improvement immediately We request such.

You must sign a release in Our favour when/before We will settle any claim We have accepted in terms of this Policy.

#### 5. Total loss settlements

Should We establish that the cost of settlement of any claim for loss or damage to the Vehicle or Trailer is more than or equivalent to the insured value or market value We have the option to declare that the Vehicle or Trailer is uneconomical to repair and regard the Vehicle or Trailer as a total loss.

#### 6. Salvage

Should We declare that the Vehicle, Trailer or Clothing (If insured in terms of this Policy) is a total loss We shall be entitled to dispose of the damaged Vehicle or Trailer or Clothing (If insured in terms of this Policy) in any manner We consider reasonable and retain the proceeds of such disposal.

#### 7. Repair and or supplier of our choice

We have the right to require that any repair or replacement of the Vehicle or Trailer be carried out at or by a repairer or supplier of Our choice. If for any reason You request that You select a repairer or replacement or supplier of Your choice We will not unreasonably deny Your request but We will not be responsible for any amount in excess of the amount quoted by the repairer, replacement or supplier selected by Us, less any First Amount Payable stated in the Certificate of Insurance.



# 8. Guarantee, warranty or manufacturer's undertaking



We shall not be liable for any loss of any

form of guarantee, warranty or manufacturer's undertaking as a result of any claim accepted by this Policy. We will, however, do everything in our power to make sure that any claim settlement meets the terms of any guarantee, warranty or manufacturer's undertaking.

#### 9. Prescription (time bar periods)

We shall not be responsible for any claim in terms of this Policy unless the claim is settled within 12 (twelve) calendar months of the date of the event unless the claim is subject to any legal action undertaken by You or Us.

#### 10. Disputes

If We decline any claim made in terms of this Policy or void Your Policy or You dispute the amount of any claim under this Policy, representation may be made to Us within ninety 90 (ninety) days of the date of Our letter of rejection or avoidance. Your representation must be submitted in writing to:

#### The Hollard Insurance Company Limited

Hollard Insurance Partners Division

PO Box 87419

Houghton, 2041

Fax: 0866 863 532

Alternatively, You may contact:

The Ombudsman for Short-Term Insurance

PO Box 32334

Braamfontein, 2017

Phone: (011) 726 8900

Fax: (011) 726 5501

If Your dispute is not satisfactorily resolved in this manner, You may institute legal action against Us for the enforcement of the claim by way of the service of summons against Us. Summons must be served on Us within 180 (one hundred and eighty) days of Our original letter of rejection or avoidance. If this is not done, Your claim will be unenforceable against Us and it will become time barred and We will no longer be liable for the claim.

#### 11. Deliberate or fraudulent acts in making a claim

All benefits afforded in terms of this Policy in respect of any claim shall be forfeited and this Policy may be avoided or cancelled at Our discretion from the date of any fraudulent conduct and all premiums paid in respect of thus Policy shall be forfeited and this Policy may be avoided or cancelled at Our discretion from the date of the fraudulent conduct:

- 11.1 if any claim or part thereof under this Policy is in any way fraudulent or if fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this Policy, or if any Insured Event under this Policy is occasioned by Your intentional conduct or that of any person acting on Your behalf or with Your connivance; or
- 11.2 if any fraudulent information and / or document, whether created by You or any other party is provided to Us by You, or anyone acting on Your behalf or with Your connivance, in substantiation or support of any claim under this Policy and whether or not the claim in itself is fraudulent; or
- 11.3 if the quantum of any claim is deliberately exaggerated by You, or anyone acting on Your behalf or Your connivance, for any reason whatsoever, and whether or not the claim in itself is fraudulent.

Where any benefit under this Policy is forfeited in circumstances set out in this General Condition, You shall repay to Us all amounts which We may have previously settled in respect of all claims forfeited without prejudice to Our right to recover any other



damages which We may have suffered as a result of the fraudulent conduct.



#### 12. Due care of the vehicle, trailer and clothing

You shall take due care of the Vehicle, Trailer and Clothing (if insured in terms of this Policy) and take every precaution to prevent any loss or damage. Should You fail to take due care of the Vehicle, Trailer or Clothing (if insured in terms of this Policy) We have the option to cancel this Policy and reject any claim You may have in terms of this Policy.

Due care includes, but is not limited to, making sure that the Vehicle and Trailer is maintained in legal working order (in a roadworthy state), is serviced and repaired by a registered service or repairer concern and is securely locked, when not in use, as required in terms of the Certificate of Insurance.

#### 13. Jurisdiction

This Policy is subject to South African law and to the jurisdiction of a South African Court of law.

#### 14. Cancellation

- 14.1 We may cancel this Policy by giving You 30 (thirty) calendar days notice addressed to Your last known postal address as contained in Our records.
- 14.2 You may cancel this Policy at any time by giving Us written notice.

On cancellation by You We have the right not to refund any monthly premium paid to Us unless Your cancellation request has been received by Us before the 15th (fifteenth) of the month for which We have received Your premium. Our contention is that We have insured the Vehicle, Trailer and Clothing (if insured in terms of this Policy) for at least the 15 (fifteen) days and therefore entitled to retain the premium paid to Us.

#### 15. Change of details

You are requested to read the content of the Certificate of Insurance and advise Us, in writing, within 30 (thirty) calendar days, should any detail be incorrect or if any information that could affect Our acceptance of Your application or Our continued acceptance of the insurances provided by this Policy.

#### 16. Amendments or endorsements

We may amend or endorse this Policy at any time by giving You 30 (thirty) calendar days written notice to Your last known postal address as contained in Our records

#### 17. Territorial area

The insurance provided by this Policy shall only apply whilst the Vehicle, Trailer or Clothing (if insured in terms of this Policy) is within the territorial areas of the following countries, and no other areas:

#### Republic of South Africa.

Should You request that these territorial areas be extended to include another country We agree not to be unreasonable to Your request. If We agree You also agree to pay to Us, before moving the Vehicle, Trailer or Clothing (if insured in terms of this Policy) into such extended territorial area, any additional premium We may request. Failure to pay any additional premium will automatically nullify the insurances in the country concerned.

#### 18. Other persons rights

No person other than You has any rights against Us in terms of this Policy. All claims in terms of this Policy shall be made by You or in the event of Your incapacity Your legally authorized representative. Your rights may not be signed over to any person (whether natural or juristic) without Our prior written agreement.



#### 19. Interest on damages

No claim or payment due by Us in terms of this Policy shall bear interest



under common law or under the Prescribed Rate of Interest Act No. 55 of 1975 (as amended).

#### 20. Period of grace for premium payment

If the premium is not paid on the Premium Due Date, You have a 15 (fifteen) calendar day grace period when We will automatically deduct the premium from the same account to ensure continuous cover. If the premium is not paid within the grace period, this Policy will automatically terminate as at the last calendar day for which We have received Your premium. This grace period will only apply from the second month of cover.

#### 21. Breach of conditions

Should You breach or fail to comply with any of the terms and conditions of this Policy We reserve the right to cancel this Policy and demand repayment to Us, from You, of any amounts We have paid in respect of any claim You have submitted to Us.

#### GENERAL EXCLUSIONS

(Wording as proposed by the South African Insurance Association)

- **1.** This Policy does not cover loss, damage or indemnity directly or indirectly caused by, related to or in consequence of:
  - **A.** (i) civil commotion, labour disturbances, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the above;
    - (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
    - (iii) (a) mutiny, military rising, military or usurped power, martial law or state of siege or any other event of cause which determines the proclamation or maintenance of martial law or state of siege;
      - (b) insurrection, rebellion or revolution;
    - (iv) any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
    - (v) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economical change or in protest against any State or Government or any provincial, local or tribal authority or for the purpose of inspiring fear in the public or any section thereof;
    - (vi) any attempt to perform any act referred to in clause (iv) or (v) above;
    - (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in clauses (i), (ii), (iii), (iv) (v) or (vi) above;



If We allege that by reason of clauses (i), (ii), (iii), (iv), (v), (vi) or (vii) of this General Exception loss or damage is not



covered by this Policy, the burden of proving the contrary shall rest on You.

- **B.** Any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this Policy applies.
  - 2. Notwithstanding any provision of this Policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a General Exception, this Policy does not cover loss, damage or indemnity or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this General Exception 2 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.

If We allege that, by reason of this General Exception, loss, damage or indemnity is not covered by this Policy, the burden of proving the contrary shall rest on You.

- 3. This Policy does not cover any legal liability, loss, damage, indemnity, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:
  - (a) ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
  - (b) nuclear material, nuclear fission or fusion, nuclear radiation;
  - (c) nuclear explosives or any nuclear weapon;
  - (d) nuclear waste in whatever form;

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this General Exception only, combustion shall include any self-sustaining process of nuclear fission.





#### 1. Own damage to the vehicle, trailer or clothing

#### 2. Legal liability to third parties

The Insured Events are more fully explained below.

#### 1. Own damage to the vehicle or trailer

This Policy insures the Vehicle and Trailer against accidental loss or damage inclusive of the removal and storage of the Vehicle or Trailer following an admitted claim under this Policy subject to the following specific conditions:

- 1.1 The Vehicle and Trailer must be detailed in the Certificate of Insurance.
- 1.2 The value of the Vehicle shall be determined by the market value as detailed in "The Trans Union Motor cycle Dealers Guide" published by Mead & Mc Gruther (Pty) Ltd. Should the Vehicle not be listed in the guide We will establish its reasonable value from a member of the Association of Motorcycle Importers and Distributors (AMID). Market value on grey or parallel imports will be determined by comparing and/or applying the percentage difference in the purchase of such a motor cycle with the purchase value of an AMID approved motor cycle dealer/importer at the time of such a purchase.
  - 1.3 The maximum amount We will be responsible for relative to the removal and storage charges of the Vehicle or Trailer following accidental loss or damage, which results in an admitted claim in terms of this Policy, shall not exceed R 1 500, 00 in all.

#### NOT INSURED IN TERMS OF THIS INSURED EVENT 1

We will not compensate You:

- relative to 'off-road' and 'quad' Vehicles for the theft of such a
  Vehicle, or parts and accessories attached to such Vehicle, when
  such Vehicle is not in use overnight unless such Vehicle is contained
  in a locked and secured garage.
- 2. for loss or damage as a result of fire caused by the leakage of fuel of the Vehicle.
- 3. for the value of any First Amounts Payable stated in the Certificate of Insurance.
- 4. for more than the market value or the insured value stated on the Certificate of Insurance, whichever is the lesser amount.
- 5. for loss or damage to any Vehicle being loaded onto, carried by and not adequately secured to any transport vehicle or Trailer or whilst being unloaded from any transport vehicle or Trailer.

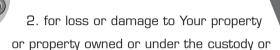
#### 2. Legal liability to third parties

This Policy insures Your legal liability arising out of the Vehicle or Trailer which causes accidental death or bodily injury to third parties or loss or damage to third party property but subject to the maximum indemnity We shall be responsible for the amount stated on the Certificate of Insurance which amount shall include all costs and expenses incurred with Our prior written consent and applies to any one event or series of events with one original cause or source.

#### **NOT INSURED BY THIS INSURED EVENT 2**

We will not compensate You:

1. for death or bodily injury to any member of Your family, household or anyone in Your employ whilst carrying out their employment duties.





control of You or any member of Your family or household or your employ.

- 3. for death or bodily injury to any person getting onto, riding on or alighting from the Vehicle or Trailer.
- 4. for so much of any compensation paid or payable by any compulsory motor vehicle legislation.
- 5. for any legal liability arising from the use of off-road motor cycles and four wheeled motor cycles (Quads).

#### CLAUSES APPLICABLE TO THIS POLICY

All the clauses detailed below must be adhered to at all times during the currency of this Policy. Failure to comply with these clauses will allow Us to reject any claim You may have.

#### 1. First amount payable

In respect of any claim for Insured Event 1. (Own Damage to the Vehicle or Trailer) You shall be responsible for the First Amounts Payable stated in the Certificate of Insurance before We agree to settle the claim.

#### 2. Description of use

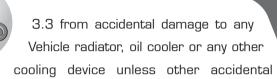
This Policy only applies when the Vehicle or Trailer is used for social, domestic, pleasure and professional purposes. This Description of Use does not include, in whatever way, whilst the Vehicle or Trailer is:

- 2.1 hired out:
- 2.2 taking part in racing, rallies, speed tests, competition, trials or other contests;
- 2.3 used for driving instruction;
- 2.4 used for business purposes;
- 2.5 towing anything;
- 2.6 in the possession of the motor trade other than for overhaul, upkeep or repair.
- 2.7 used to travel to or from anywhere where You are working.

#### 3. Loss, damage or legal liability

This Policy will not compensate You for any claim arising from:

- 3.1 from wear and tear;
- 3.2 from any cause that was not sudden and unforeseen;





damage to the Vehicle occurs at the same time whilst the Vehicle was involved in an accident;

- 3.4 from the theft of the Vehicle or Trailer, if such is left unattended following a breakdown of any nature;
- 3.5 from gradual deterioration;
- 3.6 from rust, fading or mildew;
- 3.7 from electrical or mechanical breakdowns;
- 3.8 from depreciation;
- 3.9 from breakages or failure;
- 3.10 from damage to tyres by road punctures or by the application of brakes or the spinning of the wheels;
- 3.11 where the driver of the Vehicle is at the time and place of the Insured Event under the influence of alcohol or drugs or where the alcohol contents of the driver's blood exceeds the legal limit or where the driver fails a breathalyzer test;
  - 3.12 where the driver of the Vehicle refuses to give either a breath or blood sample:
  - 3.13 if the Vehicle is involved in an accident and the person who drove the Vehicle unlawfully leaves the scene of the accident;
  - 3.14 where the driver of the Vehicle is driving with an endorsed license for drunken or reckless and negligent driving;
  - 3.15 where the driver of the Vehicle is driving without a valid driver's license in terms of the rules applicable to the driving of the Vehicle in the territorial area;
  - 3.16 from consequential loss or damage from any cause whatsoever, or any loss arising from any contractual liability;

- 3.17 from damage to springs, shocks, shocks absorbers or steering dampers due to inequalities of the road;
- 3.18 where the Vehicle has been stolen by another party under false pretence;
- 3.19 when the Vehicle is in the possession of another party who is selling it on Your behalf;
- 3.20 from theft of spare parts or accessories unless the entire Vehicle is stolen at the same time:
- 3.21 from loss or damage occasioned by the deprivation of the Vehicle or Trailer by the subsequent act of any person originally authorized to be in possession thereof, finance house repossession, confiscation, nationalization, dispossession, commandeering or requisitioning of the Vehicle or Trailer by any lawfully constituted authority;
- 3.22 when the Vehicle is used on any race or trial track not totally controlled by a registered track school event organization. Open track day events are not regarded as under the total control of any registered track organization.

#### 4. Changes to vehicle

Unless We have noted the following changes to the Vehicle, such changes will nullify this Policy and allow Us the option to reject any claim or portion of any claim You may have against this Policy:

- 4.1 any modifications or alterations;
- 4.2 any additional fixtures or accessories that increase the value of the Vehicle.

#### 5. Convictions

You must advise Us about any driving convictions against the Named Driver(s). Failure to advise Us immediately such convictions come to Your knowledge will allow Us the option to reject any claim You may have.



## APEX

#### 1 Travel to and from work

If stated in the Certificate of Insurance that the Description of Use includes travel to or from work, the Description of Use exclusion 2.7 is not applicable.

#### 2. Named driver

This Policy only applies whilst the Vehicle is being driven by the person(s) named in the Certificate of Insurance.

However We agree to extend the insurance provided by this Policy to apply whilst anyone is temporarily driving the Vehicle provided that:

- 2.1 they have Your permission;
- 2.2 they are not entitled to any indemnity under any other policy;
- 2.3 they have not been refused any motor insurance or the renewal of such;
- 2.4 they adhere to all the terms of this Policy.

We require that You immediately advise Us should You grant anyone regular use (more than 4 [four] times a calendar month) of the Vehicle or Trailer. Failure to advise Us will allow Us the option to reject any claim that You may have in terms of this Policy.

#### 3. Spare parts

In the event of a claim, if the parts are not normally available locally and have to be imported, the cost of the parts shall be limited to the actual costs had such parts been normally locally available and excluding any import costs whatsoever.

#### 4. Clothing

This Policy extends to insure Your motor cycle apparel & riding gear whilst You are actually riding the Vehicle, as specified in the Certificate of Insurance providing We shall not compensate You if the motor cycle apparel & riding gear is insured by any other insurance policy nor for more than the reasonable market value of the item concerned nor for more than the amount stated. Theft cover is excluded.

#### 5. Track schools

Notwithstanding anything stated elsewhere in this Policy We agree to provide Insured Event 1. (Own Damage to the Vehicle or Trailer) insurance whilst the Named Driver is participating in any track school for classes A, B, C & D with approved track schools only which are noted in the Certificate of Insurance.

#### 6. Pillion passengers

If stated in the Certificate of Insurance as included We agree that death or bodily injury to any person getting onto, riding on or alighting from the Vehicle is not excluded from the legal liability to third parties section of this Policy but subject to the limit stated for this extension, which limit shall include all costs and expenses agreed by Us in writing.

#### 7. SASRIA insurance

The insurances provided by this Policy are extended automatically to include the insurance provided by SASRIA LIMITED in terms of the registered scheme agreement entered into between Us and SASRIA. A full copy of this insurance policy will be made available to You on request.

#### 08/2007



#### The Hollard Insurance Company Limited

Reg. No. 2005/010108/07

#### **Hollard Bikesure**

Private Bag 11344 Wierda Park South 0057