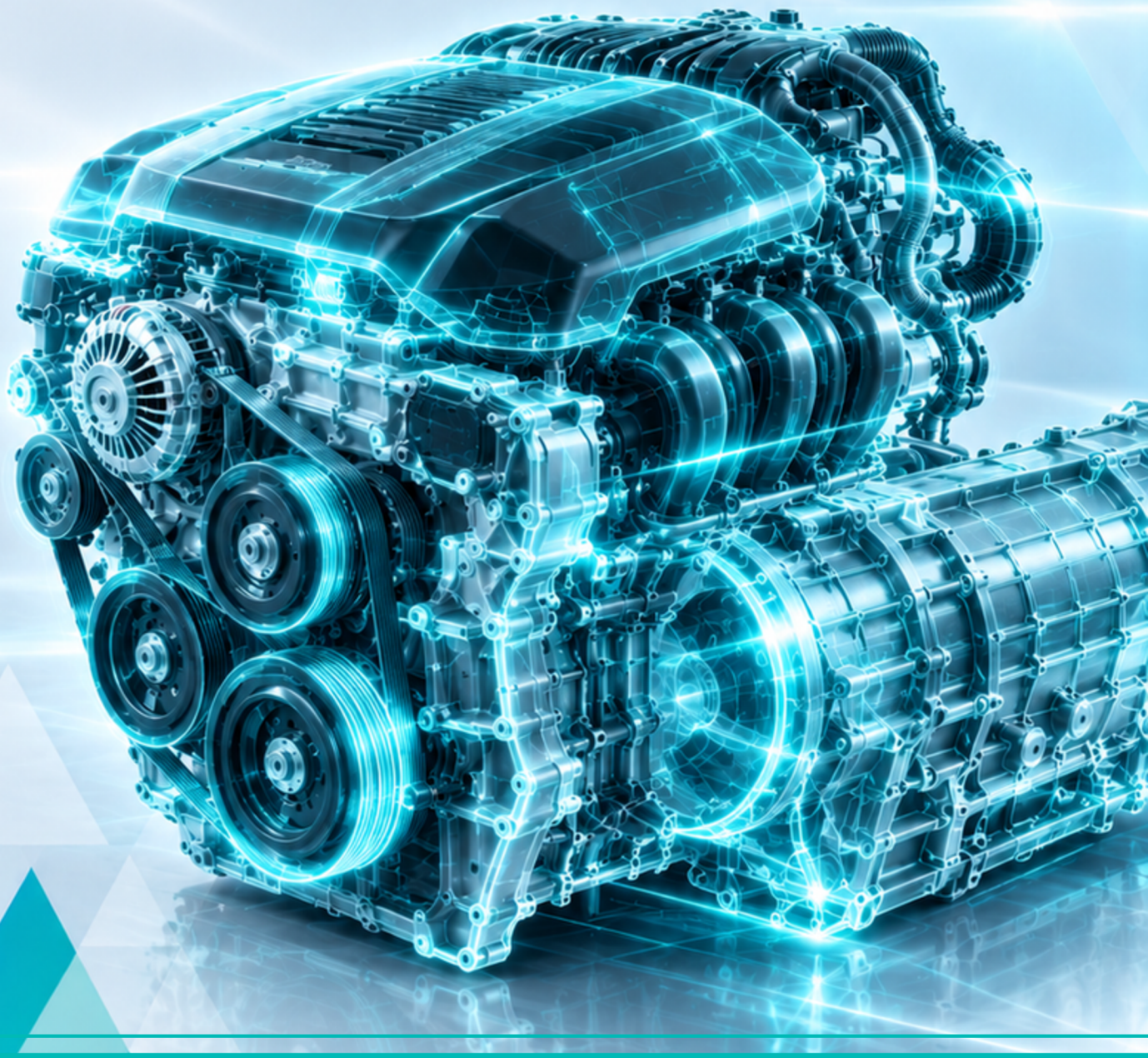


# **MECHANICAL & ELECTRICAL WARRANTY**



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## IMPORTANT CONTACT DETAILS

**Claims / Administration Telephone:** 012 942 4536

**Claims Email:** [claims@vapsinsurance.co.za](mailto:claims@vapsinsurance.co.za)

**Roadside Assistance:** 066 251 3044

**Complaints:** [complaints@vapsinsurance.co.za](mailto:complaints@vapsinsurance.co.za)

**Administrator Address:** Suite 008, Midlands Office Park West, Mount Quray Rd, Midstream Estate, Centurion, 1692

## OFFICE HOURS

The administrator's normal operating hours are shown below. Claims and emergency roadside assistance may be subject to separate operating arrangements.

**Standard hours:** 08:00 – 16:30 (Monday to Thursday)

**08:00 – 16:00 (Friday)**

**Weekends / Public Holidays:** Our office is closed on public holidays and weekends.

## 1. INTRODUCTION

This policy document, together with the proposal form, the Policy Schedule and the information provided by you, forms the contract of insurance between you (the Insured) and the Insurer, subject to acceptance of the risk.

VAPS Insurance administers the policy on behalf of the Insurer. Upon receipt of the required premium, cover will commence in accordance with the Inception Date and applicable terms and conditions specified in this policy, provided that the vehicle meets the eligibility criteria.

The Insurer reserves the right to decline the proposed insurance. Should the Insurer decline the risk, you will be notified within 31 days of receipt of the proposal form, and any premium paid will be refunded in full.

### 1.1 Structure of Cover and Benefits Schedule

**This plan consists of two sections:**

- **Section 1 – Insurance Section**
- **Section 2 – Additional Benefits Section (Non-Insurance)**

The two sections form part of one combined plan and cannot be purchased separately. The benefits available under each section are subject to the cover selected, the applicable limits and the terms and conditions set out in this policy and the Policy Schedule.

Although the two sections form part of one plan, they are distinct in nature. Section 1 provides insurance cover for specified mechanical and electrical failures, while Section 2 provides additional non-insurance benefits and services.

### Section 1 – Insurance Section

Section 1 provides insurance cover for eligible mechanical and electrical failures of the components specified in this policy and the Policy Schedule.

Cover is subject to the applicable component limits, benefit limits, exclusions and other terms and conditions of the policy.

The Insurance Section includes the following benefits, where applicable to the selected plan:

1. Sudden and Unforeseen Mechanical and Electrical Failure.
2. Failure as a Result of Wear and Tear, where expressly covered.

3. Component Cover Limits.
4. Multiple Failures.
5. Integrated Components.
6. Resultant Damage, subject to the applicable terms and conditions.
7. Specific component-related cover, where expressly designated as an insured benefit in the Policy Schedule.

The components covered, the applicable limits and any additional restrictions are set out in the relevant sections of this policy and the Policy Schedule.

## **Section 2 – Additional Benefits Section (Non-Insurance)**

Section 2 provides additional benefits and services that do not constitute insurance cover, unless expressly stated otherwise.

These benefits are provided by VAPS Insurance, or by its appointed service providers, in accordance with the applicable benefit limits and terms and conditions.

The Additional Benefits Section may include the following benefits, where applicable to the selected plan:

1. Functionally Compromised Component Benefit.
2. Maintenance Assistance Benefit.
3. Specific Component Cover, where designated as a non-insurance benefit.
4. Battery Support.
5. Roadside Assistance and related services.
6. Vehicle Hire.
7. Strip and Quote, where designated as a non-insurance benefit.
8. Engine and Gearbox Oils.
9. Consumables.
10. Overnight Accommodation.

The availability of each benefit, together with the applicable limits and conditions, will be specified in the Policy Schedule and the relevant benefit provisions of this policy.

This plan is designed to provide benefits for vehicles that are either still covered by the original manufacturer's warranty or are out of warranty.

### **1.2 Benefit Provider and Service Provider Relationships**

VAPS Insurance administers the insurance policy on behalf of the Insurer and may coordinate the administration of the additional benefits provided under Section 2.

The provider of the non-insurance benefits under Section 2 is VAPS Insurance.

The Section 2 benefit provider may appoint or make use of third-party service providers, contractors, repairers, roadside assistance operators or other service providers to deliver the benefits and services described in this policy.

Where a benefit is delivered by an appointed service provider, the service provider will perform the relevant service in accordance with the applicable benefit terms and conditions.

The appointment of a service provider does not alter the nature of the benefit or convert a non-insurance benefit into insurance cover.

Any claim or request for assistance under Section 1 or Section 2 must be submitted through the applicable claims or assistance process specified in this policy.

### **1.3 Specific Component Cover and Strip and Quote**

Certain benefits may provide cover for specific conditions or costs that fall outside the standard mechanical and electrical failure cover.

These benefits are subject to the specific terms, conditions and limits applicable to the relevant benefit.

Specific Component Cover applies only to the conditions expressly listed under the relevant benefit provision and is subject to the applicable limits and exclusions.

Strip and Quote refers to the reasonable cost of dismantling a component, where necessary, to determine the cause and extent of a suspected failure and to obtain a repair quotation.

The availability of Strip and Quote cover, including whether it applies to an accepted or declined claim, will be determined in accordance with the applicable benefit provision and the Policy Schedule.

No benefit will be payable unless it is expressly included in the selected plan and the applicable conditions have been met.

#### **1.4 Application of Terms and Conditions Across Both Sections**

The terms and conditions contained in this policy apply to both Section 1 and Section 2, unless a particular provision expressly states that it applies only to one section or a specific benefit.

This includes, where applicable, the provisions relating to:

- Vehicle eligibility and use.
- Insured responsibilities and vehicle maintenance.
- Claims and assistance procedures.
- Exclusions and limitations.
- Benefit and component limits.
- Fraud and misrepresentation.
- Cancellation and termination of the plan.

Where a specific benefit has its own conditions, limits or exclusions, those provisions will apply to that benefit in addition to the general terms and conditions of the policy.

Where a provision applies exclusively to the Insurance Section or the Additional Benefits Section, it will be interpreted and applied accordingly.

#### **1.5 Vehicles Covered by the Original Manufacturer's Warranty**

Where the insured vehicle is still covered by the original manufacturer's warranty, the applicable benefit group will be determined in accordance with the vehicle's age, mileage and eligibility criteria at the time of purchase.

Cover under this plan will commence in accordance with the terms specified in the Policy Schedule and the applicable provisions relating to the original manufacturer's warranty.

#### **1.6 Vehicles No Longer Covered by the Original Manufacturer's Warranty**

Where the insured vehicle is no longer covered by the original manufacturer's warranty, the applicable benefit group will be determined according to the vehicle's age, mileage and eligibility criteria, calculated from the date of first registration.

The benefits available under the selected plan will be subject to the applicable terms, conditions and limits specified in this policy and the Policy Schedule.

## **2.FREQUENTLY ASKED QUESTIONS**

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### **What Does the Warranty Cover?**

Please note that routine vehicle servicing is not covered under the warranty.

The warranty provides cover for your vehicle's components in the event of a mechanical breakdown or electrical failure.

#### **Which Components Are Covered for Mechanical or Electrical Failure?**

The components covered under the warranty are listed in the **Components Covered** section of this policy. A summary of the covered components can also be found in the **Schedule of Benefits**.

#### **Which Components Are Not Covered?**

Any component that is not specifically listed in the **Components Covered** section of the policy is not covered under the warranty.

#### **Do I Need to Take My Vehicle for an Inspection?**

Yes.

All vehicles may be required to undergo an inspection by an Administrator-approved inspector before cover is granted.

Any existing faults, damage or conditions identified during the inspection may be excluded from cover.

#### **What Must I Do in the Event of a Breakdown?**

If your vehicle experiences a breakdown, stop using it immediately and contact **Roadside Assistance (066 251 3044)**. Arrange for the vehicle to be towed to your nearest **RMI-approved repairer**.

Once the vehicle has been delivered to the repairer, advise them that your vehicle is covered by a warranty administered by us. You must then contact our **Claims Department** to register your claim.

#### **When Must I Service My Vehicle?**

If your vehicle has a full-service history, it must continue to be serviced in accordance with the manufacturer's recommended service intervals at an **RMI-approved workshop or dealership**.

If your vehicle does not have a full-service history, please refer to **"When Must I Service My Vehicle?"** under the **"Your Responsibilities"** section of this policy.

## **3. GENERAL TERMS & CONDITIONS**

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#### **Insured's Policy**

This policy, together with your policy schedule and all information provided by you, whether verbally or in writing, forms the contract of insurance between you, the insured, the administrator and the Insurer, once accepted by us.

You are responsible for ensuring that all information provided is complete, true and accurate. Incorrect or incomplete information may affect the outcome of a claim and the validity of this contract.

#### **Personal Details**

You are responsible for notifying us immediately of any changes to your personal details, including your address, telephone number, banking details or any other relevant information.

#### **When Does My Warranty Incept?**

Inception Date as per Policy Schedule.

#### **Vehicles Under the Original Manufacturer's Warranty**

Cover commences on the date or at the kilometre reading when the manufacturer's warranty expires.

#### **Vehicles Out of the Original Manufacturer's Warranty (Used Vehicles)**

For vehicles that are no longer covered by the original manufacturer's warranty, the effective date of cover will be indicated on your policy schedule.

### **Can We Say No?**

The Insurer will accept the risk provided that you and your vehicle comply with all the terms and conditions of this policy.

### **Information Sharing**

Your insurance information may be shared within the insurance industry for the purposes of compiling industry statistics, improving risk assessment and preventing fraud.

We may also provide your personal information to service providers who assist us in administering your cover and managing our relationship with you. Any sharing of personal information will be carried out in accordance with applicable privacy legislation.

### **Fraud and Dishonesty**

If you, or any person or entity acting on your behalf, submits fraudulent information or documentation, the claim will be rejected and the plan will be cancelled with immediate effect.

### **Other Service Plans, Maintenance Plans, Insurance or Warranties**

If another mechanical warranty is in force at the time of a claim and provides similar cover for the breakdown or failure, we will not be liable for the costs of repairing or replacing the claimed components.

### **Rights of the Finance Company**

If the payment for this plan was financed through a finance company, that finance company will have the first right to any payment due following cancellation of the plan.

Where applicable, any amount payable will first be refunded to the finance company before any remaining refund is paid to you.

### **Countries where a breakdown is covered**

This plan applies only while your vehicle is located in the **Republic of South Africa (RSA), Namibia, Eswatini (Swaziland) Zimbabwe, Lesotho or Mozambique.**

All claims will be paid in South African currency and into a bank account held in South Africa.

### **Value Added Tax (VAT)**

All monetary amounts stated in this policy include VAT at the applicable rate.

### **Premium payment**

Your premium must be paid for the period during which you require cover.

### **Duration of the Policy**

The period of cover is specified on your policy schedule.

### **Non-Payment of Premium**

If payment of your premium has not been received by the administrator for any reason, there will be no valid claim against this policy.

### **Selling Your Vehicle**

You may cancel your policy at any time by providing written notice to us.

We may cancel or amend your policy by providing you with **31 days' written notice.**

If you or we cancel the policy, any refund will be calculated on a pro-rata basis for the period remaining on the contract, less applicable administrative costs, non-insurance benefits, commission and inspection fees associated with the acquisition and termination of the policy.

All correspondence relating to changes or cancellations must be provided in writing by letter, fax or electronic mail to your last known address.

Please note that if a claim has been approved or paid, no pro-rata refund will be payable.

If your vehicle is traded in or placed with a motor dealer for the purpose of sale, the policy will be considered cancelled and all benefits will cease immediately.

If you sell the vehicle privately, the policy will also be considered cancelled and all benefits will cease.

### **Your Warranty, Your Benefits**

This warranty is an insurance contract between you and the insurer.

VAPS Insurance administers the policy on behalf of the insurer.

The rights and benefits provided under this warranty may only be transferred with the approval of an accredited intermediary and the administrator.

### **No Waiver**

We and our service providers will make every reasonable effort to provide the benefits described in this policy. However, we will not be responsible for theft, delays, personal injury or damage, or any resultant or consequential loss arising from the performance or inability to perform these services.

### **Insurable Interest**

You must have a financial interest in the vehicle. This means that you must either be the registered owner of the vehicle or the holder of the credit agreement relating to the vehicle.

### **Repair Work in Excess of the Approved Amount**

Where additional work is required on the vehicle beyond what the administrator considers necessary to rectify the covered fault, you will be responsible for the difference in cost.

### **Claim Assessment**

All claims are assessed based on the circumstances and information applicable at the date of loss. This includes consideration of factors such as the vehicle's age, odometer reading, service history and other relevant information.

### **Retail Value**

The value of the vehicle will be determined as at the date the policy was purchased.

Where the retail value of the vehicle is required, the administrator may use **TransUnion** to determine the vehicle's retail value.

### **Damaged or Replaced Parts recovery**

In the event of a valid claim where replacement parts are fitted, the administrator reserves the right to recover the damaged or replaced parts or components as salvage.

Claim authorisation may be subject to the damaged or replaced parts or components being made available for recovery.

### **Right to Move the Vehicle**

The administrator reserves the right to move or have your vehicle moved to a preferred agent or repairer where we believe this is in the best interests of the administrator or you.

## **4.IMPORTANT DEFINITIONS**

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### **Component**

A vehicle component may consist of a single part or a collection of parts. Each covered component is specifically defined in the **"Components Covered"** section of this policy.

### **Original Manufacturer's Warranty**

The original manufacturer's warranty, also known as the factory warranty, is the warranty provided by the original equipment manufacturer (OEM).

This definition excludes any warranty extensions offered or provided by franchised dealerships.

### **Pre-Existing Damage**

Any damage, defect or failure that existed, occurred or was caused before the plan commenced.

### **Mechanical Failure**

The sudden and unforeseen breaking of an insured component listed in the “**Components Covered**” section, resulting in the component no longer functioning as intended.

For clarity, “**breaking**” or “**broken**” means that a component has been physically and forcibly separated into pieces or has cracked.

### **Electrical Failure**

An electrical defect that causes a covered component to stop functioning as intended.

Electrical failures are covered up to the applicable component cover limit or the value of the claim, whichever is the lesser amount.

### **Wear & Tear**

The gradual deterioration, degradation or unavoidable damage to a component resulting from ageing or the normal use of the vehicle.

### **Failure as a Result of Wear & Tear**

A mechanical failure of a covered component during its expected lifespan that is determined to have occurred as a direct result of wear and tear.

### **Functionally Compromised (Worn Out)**

A vehicle component that has not suffered a mechanical or electrical failure but can no longer perform its intended function.

A component is considered functionally compromised when it has reached the end of its expected lifespan due to normal use and requires replacement as part of routine vehicle maintenance.

### **Resultant Damage**

Where failure of a non-covered component directly causes physical damage to a component that is covered under the selected plan, the resulting damage may be considered, provided the event is otherwise insured and no exclusion or special limitation applies.

No resultant-damage benefit applies where the initiating event is excluded, arises from lack of maintenance, misuse, gradual deterioration or another cause specifically excluded by this wording.

**Example:** If a non-covered component, such as a water pump, fails and directly causes physical damage to a covered component, such as the engine, the resulting engine damage may be considered for cover, subject to the terms, conditions, exclusions and limitations of the selected plan. However, if the water pump failure was caused by a lack of maintenance or another excluded cause, the resulting engine damage will not be covered.

### **Cost of Repair**

The reasonable, market-related costs of labour and components required to repair or replace the covered components listed in this policy.

## **5.YOUR RESPONSIBILITIES**

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### **Vehicle Servicing**

Regular servicing is essential to keep your vehicle in good operating condition and to help identify and address potential mechanical problems before they result in a failure.

### **Where Must I Service My Vehicle?**

Your vehicle must be serviced at either a **manufacturer-appointed franchised dealership** or an **RMI (Retail Motor Industry)-registered facility**.

### **When Must I Service My Vehicle?**

If your vehicle has a **Full-Service History**, it must continue to be serviced and maintained in accordance with the manufacturer’s specifications and recommended service intervals.

If your vehicle does **not** have a Full-Service History at the time, you purchase this warranty, you must have the vehicle serviced within **31 days** of purchasing the plan and bring the service history up to date.

Where a major service has been missed, such as a cambelt service, the outstanding service must be completed. Thereafter, the vehicle must be serviced in accordance with the manufacturer's recommendations, typically annually, at the specified kilometre interval, or whenever otherwise instructed by the manufacturer.

You must retain all documentation relating to the servicing and maintenance of your vehicle. These records may be requested by the administrator when a claim is submitted. Failure to provide the required service documentation may result in the repair not being authorised.

## Vehicle Inspections

### Inspection

All vehicles may be required to undergo an inspection by an administrator-approved inspector.

Any faults or damaged components identified during the inspection will not be covered under this plan. Any resultant damage arising from those faults or damaged components will also be excluded from cover.

Proof that the identified faults or damaged components have been repaired must be submitted to the administrator before cover can be granted for the affected items.

### Further Advanced Inspection

An administrator-approved advanced technical inspection is required if:

- the vehicle's engine has been replaced;
- **the vehicle's odometer has been replaced or adjusted; or**
- the change-of-ownership date, based on the date of the test indicated on the licence disc, is more than 31 days old at the time the policy is sold.
- The cost of the technical inspection will be for your account.

Once the inspection report has been received, the administrator will assess the findings and determine whether the vehicle can be accepted for cover.

If the administrator declines to provide cover, any applicable refund will be processed in accordance with the terms and conditions of this policy.

## Vehicle Maintenance

Your vehicle requires routine maintenance in addition to regular servicing. Maintenance may include items such as replacing brake pads, batteries, worn cam gears or timing-chain kits.

These items are considered maintenance because they generally do not have fixed servicing intervals and must be replaced when they become worn due to normal use or age.

Failure to carry out required maintenance, or maintenance recommended by your service centre, may be considered negligence and may affect the outcome of a claim.

A component or part that requires replacement because it has become **functionally Compromised (worn out)** is considered a vehicle maintenance item.

### Due Care

You must take all reasonable steps to protect your vehicle from deliberate or avoidable risks and to minimise any further loss or damage following an event that may result in a claim.

## 6.YOUR VEHICLE

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### Vehicles Covered

Vehicles eligible for cover under this plan must be **passenger vehicles, 4x4 vehicles or LDV** with a gross vehicle mass (GVM) of less than **4,200 kg**.

## Vehicle Categories

Vehicles are categorised according to their model year and/or kilometres travelled, as well as whether they remain covered by the original manufacturer's warranty.

### Vehicles Under the Original Manufacturer's Warranty

Only vehicles that are still covered by the original manufacturer's warranty, and for which the warranty has not previously been extended.

### Vehicles Not Covered by the Original Manufacturer's Warranty

If your vehicle is no longer covered by the original manufacturer's warranty, you may select the level of cover required.

The vehicle will be allocated, based on its age and kilometres travelled, calculated from the date of first registration.

### Modified Vehicles

Modified vehicles are covered up to **50% of the applicable component or benefit cover limit**.

Components that have been modified are excluded from cover. Any resultant damage caused by a modified component to another covered component is also excluded.

### Excluded Vehicles & Uses

The following vehicles and uses are excluded from cover:

- **Motoring Competitions:** Racing, track use, competitive events and off-roading.
- **Emergency Services:** Including, but not limited to, armed response, medical assistance and traffic control vehicles.
- **Towing:** Vehicle used for towing or vehicle recovery services are excluded.
- **Hire Vehicles:** Vehicles owned or operated by an entity for the purpose of generating rental income.
- **Rebuilt and Code 3 Vehicles:** Vehicles that have been stolen, hijacked or involved in an accident and subsequently registered as Code 3 vehicles.
- **Taxis:** Vehicles used to transport fare paying passengers.

## 7.YOUR COVER

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The insured vehicle is covered for the reasonable cost of repairing or replacing components specifically listed in the **"Components Covered"** section, subject to the applicable individual cover limits, when a covered insured event occurs.

### Sudden and Unforeseen Mechanical and Electrical Failure (Insurance)

Sudden and unforeseen mechanical failure means the physical and forcible separation or cracking of a covered component.

Sudden and unforeseen electrical failure means an electrical defect that causes a covered component to stop functioning as intended.

### Failure as a Result of Wear & Tear (Insurance)

A sudden and unforeseen mechanical failure that is determined to have occurred directly as a result of wear and tear is covered up to **100% of the claim amount or 100% of the applicable cover limit, whichever is the lesser**.

### Component Cover Limit

The individual cover limit applicable to each component is specified in the **Schedule of Benefits**, or is limited to **50% of the retail value of the vehicle, whichever is less**.

Regardless of the number of claims submitted, the maximum total amount payable under this policy will not exceed the current retail value of the insured vehicle.

### Multiple Failures

Where multiple failures are reported at the same time, we will authorise the repair or replacement of up to **two covered components**.

The maximum amount authorised will be the combined individual component limits or the applicable engine benefit limit, **whichever is less**.

Any additional failure occurring within **31 days** of the date on which the previous claim was registered, or where the vehicle has travelled less than **1,500 km** since the previous claim was registered, will be considered to have occurred at the same time and will be treated as part of the same claim.

### Integrated Components

If, following an insured event, a non-covered component requires replacement and that component is not available for purchase separately from a covered component, this policy will provide cover up to **50% of the applicable covered component benefit limit or the claim amount, whichever is less**.

### Resultant Damage

Resultant damage is covered where it arises from an insured event, except where the damage is caused by **modified components, foreign objects, foreign matter or external forces**.

## 8.ADDITIONAL COVER

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The following benefits provide cover for certain conditions that are not considered sudden and unforeseen failures but develop gradually over time.

### Functional Compromised (Non-Insurance)

Where a covered component has not suffered a mechanical failure but can no longer perform its intended function due to wear and tear and is classified as **worn out (functionally compromised)**, the repair or replacement may be covered under the Preventative Maintenance Benefit.

### Maintenance Assistance Benefit

This benefit covers the cost of maintaining or replacing components specifically listed in the **“Components Covered”** section where those components have become functionally compromised.

Cover is limited to the applicable benefit limit specified in the **Schedule of Benefits** and is restricted to **one claim per 12-month period**.

## Specific Component Cover

The following conditions and any related or consequential failure or claim are covered exclusively under this section:

- Timing-related failures, including cambelt and timing-chain failure;
- Engine damage resulting from overheating;
- Over-fuelling or under-fuelling;
- Low engine compression; and
- Increased oil consumption.
- Damage resultant of oil leaks

## Battery Support

If the vehicle's battery becomes functionally deficient and can no longer retain its charge, this benefit will cover the cost of replacing the battery up to the applicable limit specified in the **Schedule of Benefits**.

The Battery Support benefit is limited to **one claim per policy period**.

This benefit excludes **battery terminals, cables, fuse and links boxes**.

## 9. DESCRIPTION OF COVERED COMPONENTS

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**Please Note:** Cover is only available where the failed component is specifically included in the plan selected, as detailed in your **Policy Schedule**. Please ensure that you refer to your Policy Schedule to confirm the components and benefits applicable to your cover.

We reserve the right to take ownership of any damaged or replaced components arising from an approved claim. Where required, these components must be made available to us or our appointed assessor network for collection. Any collection or recovery costs incurred by us will be for our own account.

### 1. Engine

All internal components, excluding burnt valves and decarbonisation.

### 2. Hybrid Vehicles (Electric and Combustion Engine)

All internally lubricated components, excluding decarbonisation, blown cylinder head gasket and burnt valves. One Engine Benefit Limit (whether electric or internal combustion engine) applies to both engines. The listed Engine Benefit must be used to repair both engines if applicable (i.e. if both engines have failed simultaneously).

### 3. Gearbox

**Manual Gearbox:** All internal components, plus gear lever and linkages.

**Automatic Gearbox:** All internally lubricated components, plus torque converter, including gear levers and linkages. Excluding the mechatronics, which is covered under the Management System.

### 4. Differential

(Front, rear, four-wheel and rear-wheel drive) All internally lubricated parts, including crown wheel and pinion, pinion bearings, spider gears, thrust washers, pins, carrier housing and carrier bearings, half shafts, locking hubs, seals and gaskets.

### 5. Differential Lock

All internal components.

## **6. Transaxle/Transfer Box**

All internally lubricated parts, transfer box casing (only if damaged by a covered component), actuator and related transfer box sensors.

## **7. Emission System**

Component failure only (including inlet and exhaust manifold).

## **8. Management System**

Engine and transmission management control unit, sensors and solenoids, EGR valves and mechatronics unit.

## **9. Casings**

Engine block, cylinder head, transfer box, differential and transmission.

## **10. Turbo Assembly**

Original manufacturer-fitted turbocharger and actuator, including impellers, shafts, bushes, bearings and casings and intercooler (excluding hoses and pipes). **Supercharger (Factory-Fitted Only):** Original manufacturer-fitted unit only, including impellers, shafts, bushes, bearings and casing (excluding hoses and pipes).

## **11. Electronic Ignition**

Distributor packs and coil packs, all solid-state and trigger units where fitted as standard by the manufacturer. Excluding distributor casing, ignition switch, barrel and key.

## **12. Air-Conditioner**

Air-conditioner compressor and condenser (re-gassing included only if as a result of mechanical or electrical failure).

## **13. Cooling System**

Radiator (external damage not covered), radiator cooling fans, viscous fans including thermo switch (engine cooling only), water pump, Welsh plugs, thermostat, radiator, EGR cooler and oil coolers (excluding pipes).

## **14. Fuel System**

Mechanical and electrical fuel pumps, injectors, airflow meter, lambda probe, air sensor, fuel distributor and pressure regulator, excluding all calibration and serviceable components.

## **15. Wheel Bearings**

All wheel bearings, including hubs.

## **16. Braking System**

Brake booster, master cylinder, wheel cylinders, calipers and ABS control unit, excluding discs and drums.

## **17. Suspension**

Upper and lower control arms with associated ball joints, rack ends, bushes and springs, pneumatic suspension (excluding fittings/pipes), pump, compressor and related sensors (including air bellows), excluding leaf springs, coil springs, shock absorbers, shock mountings and links.

## **18. Electrical Components**

Alternator, starter motor (including ring gear) and windscreen wiper motors (excluding switches and relays).

## **19. Clutch**

Master and slave cylinder, clutch plate, pressure plate, clutch cable, flywheel, release bearing and clutch fork (covered for mechanical failure only).

## **20. Electrical Winch / Electric Mirror Motor**

Electrical winch motor only (applicable to 4x4 vehicles only). Electric mirror motor. Excluding relays and switches.

**21. Free Wheel Hubs**

Complete unit (applicable to all drive and 4x4 vehicles) only if manufacturer-fitted or manufacturer-approved.

**22. Drive Shafts/Propshafts**

Half shafts, side shafts, CV joints, centre bearing and universal joints and couplings, excluding tube and balancing.

**23. Steering Mechanism**

Column shaft, bearings and joints, internal components of the rack and pinion, steering box, power steering pump and reservoir, excluding rubber boots and steering lock.

**24. Front Wheel Drive Unit**

All internal parts (applicable to front-wheel-drive vehicles and 4x4s only).

**25. Catalytic Converter**

Component failure only.

**26. Electric Motors**

Electric sunroof motor (only originally manufacturer-fitted, excluding rails), electric retractable roof motor only (excluding wiring), electric window motors (excluding switches, relay and wiring) and electric seat motor (excluding switches, relay and wiring).

**27. Drive Pulleys**

Crankshaft, camshaft, tensioners and jockey pulleys are covered in the event of mechanical failure. Air-conditioner pulley and clutch.

**28. GPS Navigating System**

Navigation display unit, navigation control module and navigation wiring harness.

**29. Entertainment System**

LCD screen and RF modulator (manufacturer-fitted only).

**30. Phone System**

Charger, cradle, microphone and speakers (manufacturer-fitted only).

**31. Electronic/Transponder Key**

Original manufacturer unit only, subject to internal/electrical failure only. Water damage or negligence is not covered.

**3. Alarms, Immobilisers and Central Locking**

Central locking, alarms and immobilisers.

**34. Strip and Quote**

If a claim is not accepted, we will cover the cost of the "strip and quote" required to determine the cause of the failure, subject to the applicable limit specified in the Schedule of Benefits.

We will pay for the cost of the strip and quote of the component as per the policy limit under the Benefits Schedule in the event of an authorised claim.

**35. Discretionary Payment**

This benefit is a discretionary payment. If the benefit, or any portion thereof, is granted, it is limited to one claim within a 12-month period in the event of a mechanical or electrical failure. On discretion of VAPS Insurance limited to the policy benefit limit.

This benefit excludes any service or maintenance components, i.e. shocks, mountings, brake discs, window wipers, etc.

## 10.ADDITIONAL BENEFITS

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In the event of a breakdown the following additional benefits are available to you.

### Additional Services Offered

The following roadside assistance services are available exclusively through the Administrator's designated roadside assistance service and are covered up to the applicable limit provided:

- **Flat Tyre Assistance** – Call-out service for the changing of a flat tyre only.
- **Mobile Battery Replacement** – Call-out service provided; the cost of the replacement battery is for your own account.
- **Out of Fuel Assistance** – Call-out service provided; the cost of the fuel is for your own account.
- **Jump-Start Assistance** – Limited to a maximum of two call-outs per year.
- **Vehicle Hire**
  - If the authorised repairer is unable to complete the approved repairs within **two days** of your claim being authorised, we will reimburse you for vehicle hire, provided that:
  - you use a recognised vehicle hire company; and
  - you provide a valid invoice and proof of payment.

Fuel and insurance costs are not covered.

Vehicle hire or alternative transport costs will not be covered where the delay is caused by the unavailability of parts or components.

### Roadside Assistance – Towing

In the event of a breakdown of the insured vehicle, the administrator will arrange for the vehicle to be towed to the **nearest competent repairer**, up to a maximum distance of **100 km** or the applicable plan limit, whichever is less.

Towing or other roadside assistance services arranged through any service provider other than the administrator's **authorised Roadside Assistance service** will not be covered under this plan.

### Roadside Assistance Number:

Contact the **Roadside Assistance service** on 066 251 3044.

### Strip & Quote

If a claim is not accepted, we will cover the cost of the "strip and quote" required to determine the cause of the failure, subject to the applicable limit specified in the Schedule of Benefits.

### Engine and Gearbox Oils

In the event of a valid engine or gearbox claim, the cost of the required engine or gearbox oil will be covered up to the applicable limit specified in the Schedule of Benefits.

Only market-related prices for oils will be considered.

### Consumables

In the event of a valid mechanical or electrical breakdown claim, the cost of required consumables will be covered up to the applicable limit specified in the Schedule of Benefits.

Only market-related prices for consumables will be considered.

### Overnight Accommodation

If your vehicle breaks down more than 100 km from your home, we will reimburse you for reasonable overnight accommodation costs, provided you submit the accommodation invoice and proof of payment.

This benefit is only available where the vehicle failure is covered under this plan.

## 11. HOW TO CLAIM

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In the event that your vehicle experiences a suspected mechanical or electrical failure, you must follow the claims procedure set out below.

### Step 1: Stop Using the Vehicle

Stop using the vehicle immediately to prevent further damage. Contact the authorised **Roadside Assistance** service and arrange for the vehicle to be towed to your nearest **franchised dealership or RMI-approved repairer**.

Failure to stop using the vehicle may be considered negligence and could affect the outcome of your claim.

### Step 2: Notify Us of the Breakdown

Inform the repairer that your vehicle is covered by a warranty administered by us.

You must notify our **Claims Department** of the breakdown or potential claim and take the vehicle to a franchised dealership or RMI-approved facility within **7 days** of becoming aware of the breakdown or failure.

Failure to report the claim and present the vehicle for inspection within this period may result in the claim being declined.

### Claims Department – Contact Details

**Claims / Administration Telephone:** 012 942 4536

**Claims Email:** [claims@vapsinsurance.co.za](mailto:claims@vapsinsurance.co.za)

**Roadside Assistance:** 066 251 3044

**Complaints:** [complaints@vapsinsurance.co.za](mailto:complaints@vapsinsurance.co.za)

**Administrator Address:** Suite 008, Midlands Office Park West, Mount Quray Rd, Midstream Estate, Centurion, 1692

### Step 3: Submit the Required Documents

The repairer may register the claim online. Alternatively, the following documentation must be submitted by email:

1. Proof of the vehicle's service history.
2. A detailed quotation for the repair or replacement of the failed components.
3. A Technical Failure Report specifying the cause of the failure.
4. Photographs of the vehicle, including the front, rear, both sides and licence disc.

### Step 4: Claim Registration and Assessment

Once all required documentation has been received, the Claims Department will determine whether the failed component falls within the cover provided by your warranty.

If the failed component is covered, the claim will be registered and assessed.

If the failed component is not covered, the claim will be declined and the outcome and reasons will be communicated to the repairer and policy holder.

During the assessment process, the Claims Department may request additional information or documentation. We may also appoint an assessor or require you or the repairer to provide further information relating to the failure.

Once the assessment is complete, the claim will either be **approved or declined**, and the outcome will be communicated to the repairer.

The authorisation letter will specify the approved repair, covered component and maximum amount authorised.

### Step 5: Repair Authorisation

Repairs may only commence once the claim has been authorised.

If your claim is approved, we will be liable for **no more than the amount authorised** in writing.

In the event of a valid claim where replacement parts are fitted, the administrator reserves the right to recover the damaged or replaced components as salvage. Claim authorisation may be subject to these components being made available for inspection or recovery.

### Step 6: Payment of the Repair

Once the repairs have been completed and you are satisfied with the work, the outstanding amount may be settled in either of the following ways:

- **Direct payment to the repairer:** The repairing dealer may invoice us directly. We will only pay for the costs covered and authorised under this plan. Any balance or non-covered costs will be for your own account.
- **Reimbursement:** You may pay the repairing dealer, provided you have received an order number from us. You must then submit the invoice and proof of payment to us for reimbursement.

The final invoice must be submitted for payment within **31 days** of the date on which the repairs were completed.

Failure to submit the invoice within this period may result in the claim no longer being considered for payment.

## 12. NOT COVERED

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The following risks, events and circumstances are excluded from cover under this policy:

### Nuclear Risks

Any loss, damage or liability directly or indirectly caused by, arising from, or contributed to by:

- Ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste resulting from the burning or use of nuclear fuel; or
- The radioactive, toxic, explosive or other hazardous properties of any nuclear equipment, nuclear weapon or any nuclear component thereof.
- War and Public Disorder
- Any loss, damage or liability directly or indirectly caused by, arising from, or contributed to by:
- Civil commotion or public disorder;
- Riot or strike;
- War or acts of war;
- Mutiny or military uprising;
- Martial law;
- Rebellion or revolution; or
- Any act carried out in protest against, or intended to oppose, any State, Government or governmental authority.

## 13. EXCLUDED FROM COVER

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The following components, repairs, costs, damage and circumstances are excluded from cover under this plan:

1. **Pre-existing failures or damage**  
Any component that was damaged, broken or had already failed before the plan commenced.
2. **Manufacturer exclusions**  
Components specifically excluded from cover under the original manufacturer's warranty.
3. **Unauthorised repairs or work**  
Any repair, replacement or other work that has not been authorised by the administrator in advance.

- 4. Odometer tampering or failure**  
Any repair or claim where the odometer is not functioning correctly, has been altered, disconnected or replaced without the administrator's prior authorisation.
- 5. Wear and tear**  
Wear and tear is excluded except where cover is expressly provided under 7.2 or an additional cover benefit.
- 6. Oil leaks and low oil levels**  
Oil leaks and low oil levels are excluded except for qualifying resultant damage expressly covered under the specific component cover benefit.
- 7. Drive shafts and steering racks**  
Damage to drive shafts or steering racks caused by damaged rubber boots or a lack of grease within the boots.
- 8. Incorrect use or maintenance**  
Any damage caused by the use of incorrect lubricants or fuel, unreasonable use, improper servicing, malicious damage, abuse or negligence of any kind.
- 9. Accident damage**  
Any damage resulting from a road accident. This plan does not constitute comprehensive motor insurance.
- 10. Electrical wiring**  
Damage to or failure of electrical wiring.
- 11. Service and maintenance items**  
Service-specific items or components that are required to be replaced at specified or regular intervals, including but not limited to oil, grease, filters, hydraulic fluid, additives, antifreeze, spark plugs, contact points, V-belts, cambelts and other consumables.
- 12. Faulty workmanship or materials**  
Faults resulting from defective workmanship or materials where the related work or materials were paid for by us on your behalf.
- 13. Improper workmanship**  
Any failure or damage resulting from faulty, defective or improper workmanship.
- 14. Other insurance cover**  
Any costs or expenses that are recoverable under your motor insurance policy or any other applicable insurance cover.
- 15. Unauthorised towing**  
Towing costs where the towing service was not arranged through the administrator's authorised Roadside Assistance service, as required by this policy.
- 16. Parts replaced without failure**  
Any part or component that has not failed or broken but is replaced during the course of a repair.

## DISCLOSURE NOTICE

**IMPORTANT - Please read carefully - Disclosure and other legal requirements**

**This notice does not form part of the Insurance Contract or any other document**

As short-term insurance policy holder, or prospective policyholder, you have the right to the following:

### 1. YOUR ADMINISTRATOR

|                         |                                                                                                |
|-------------------------|------------------------------------------------------------------------------------------------|
| <b>Name</b>             | <b>VAPS Insurance Underwriters (Pty) Ltd</b>                                                   |
| <b>Physical address</b> | <b>Suite 008, Midlands Office Park West, Mount Quray Rd, Midstream Estate, Centurion, 1692</b> |
| <b>Postal address</b>   | <b>P O Box 1538, Midstream Estate, 1692</b>                                                    |
| <b>Telephone</b>        | <b>012 942 4536</b>                                                                            |
| <b>FSP number</b>       | <b>46264</b>                                                                                   |

### 2. YOUR UNDERWRITING MANAGER

|                                            |                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name</b>                                | <b>VAPS Insurance Underwriters (Pty) Ltd</b>                                                                                                                                                                                                                                                                |
| <b>Registration number</b>                 | <b>2015/276453/07</b>                                                                                                                                                                                                                                                                                       |
| <b>VAT number</b>                          | <b>4500273943</b>                                                                                                                                                                                                                                                                                           |
| <b>FSP number</b>                          | <b>46264</b>                                                                                                                                                                                                                                                                                                |
| <b>Licence categories</b>                  | <b>Category 1 Short-Term, Personal and Commercial Lines. Licensed to offer Intermediary Services.</b>                                                                                                                                                                                                       |
| <b>Physical address</b>                    | <b>Suite 008, Midlands Office Park West, Mount Quray Rd, Midstream Estate, Centurion, 1692</b>                                                                                                                                                                                                              |
| <b>Postal address</b>                      | <b>P O Box 1538, Midstream Estate, 1692</b>                                                                                                                                                                                                                                                                 |
| <b>Telephone</b>                           | <b>012 942 4536</b>                                                                                                                                                                                                                                                                                         |
| <b>Fax</b>                                 | <b>086 692 9622</b>                                                                                                                                                                                                                                                                                         |
| <b>Details of the complaints procedure</b> | <b>Should you have a complaint about any matter, please submit your complaint <a href="mailto:abrie@vapsinsurance.co.za">abrie@vapsinsurance.co.za</a>. Should the matter not be resolved to your satisfaction you may then refer your complaint to the Product Supplier as detailed in Clause 3 below.</b> |
| <b>Compliance Officer</b>                  | <b>Moonstone Compliance and Risk Management<br/>Geta Hancke<br/>Contact details 0218838000</b>                                                                                                                                                                                                              |
| <b>PI Cover</b>                            | <b>Yes</b>                                                                                                                                                                                                                                                                                                  |
| <b>Financial Interest</b>                  | <b>Remuneration received from the Product Supplier in Clause 3 below, exceeds 30% of total remuneration received the past 12 months.<br/>No shares are held in the Product Supplier specified in Clause 3 below</b>                                                                                         |
| <b>Binder Agreement</b>                    | <b>We have a binder agreement with the Product supplier listed below and conduct binder functions and administrative services on their behalf; we receive a fee from the Product Supplier specified as follows: 10% of the gross premium of your policy.</b>                                                |

### 3. PRODUCT SUPPLIER (INSURER)

**Please note:**

- This is a summary of disclosure and all other legal requirements. Please read it carefully
- This summary does not form part of your insurance contract or any other document.

As a non-life insurance policyholder, or prospective policyholder, you have the right to the following information:

### **Disclosure in terms of the Financial Advisory and Intermediary Services (FAIS) Act No. 37 of 2002**

The FAIS Act requires compliance by product suppliers (insurers) and financial services providers (FSPs; intermediaries or underwriting management agents (UMAs)) with a general code of conduct that was introduced to help you make informed decisions about the insurance products you buy.

It also aims to ensure that your product supplier or its UMA (if applicable) and intermediary (if applicable), renders financial services honestly and fairly, with due care and skill, with the integrity of the financial services industry and to act in your best interest.

You'll receive a disclosure notice on your policy's start date and at each subsequent renewal (or anniversary) date. The disclosure notice contains certain information about your product supplier and intermediary (if applicable). Your intermediary may have a separate disclosure notice. You're entitled to this information, as well as information about the National Financial Ombud Scheme South Africa NPC (NFO) and the Registrar of Short-Term Insurance.

If you have any difficulty obtaining these details, please contact your financial services provider for further assistance.



#### **Product supplier (Insurer):**

|                         |                                                                                                                       |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------|
| <b>Name</b>             | <b>King Price Insurance Company Ltd</b>                                                                               |
| <b>Reg no.</b>          | <b>2009/012496/06</b>                                                                                                 |
| <b>VAT no.</b>          | <b>4710259724</b>                                                                                                     |
| <b>FSP no.</b>          | <b>43862</b>                                                                                                          |
| <b>Physical address</b> | <b>Menlyn Corporate Park, Block A, Cnr Garsfontein Road &amp; Corobay Avenue, Waterkloof Glen x11, Pretoria, 0181</b> |
| <b>Postal address</b>   | <b>P.O. Box 284, Menlyn, 0063</b>                                                                                     |
| <b>Phone no.</b>        | <b>0860 21 00 00 or 012 001 0800</b>                                                                                  |
| <b>Email</b>            | <b>businessadmin@kingprice.co.za</b>                                                                                  |
| <b>Website</b>          | <b>www.kingprice.co.za</b>                                                                                            |

#### **Compliance department**

For any compliance related matter, please email [compliance@kingprice.co.za](mailto:compliance@kingprice.co.za) our compliance department

#### **Complaints procedure**

If you have a complaint, please follow this link <https://www.kingprice.co.za/za/documents/king-price-insurance-complaints-policy.pdf> to download the document to see your rights, our obligations, and the correct process to follow.

#### **Type of policy involved**

Full details about the name, class, and type of policy are more specifically described in your policy schedule and incorporated in the policy wording. The policy schedule and policy wording must always be read as 1 document.

#### **Procedure to submit a claim**

To submit a claim please contact your Broker and /or Underwriting manager as stipulated in point 1 and point 3.

#### **Excess**

It's important that you're aware of any amounts that you'll be required to pay in the unfortunate event of a claim. Your policy schedule contains the amounts you pay as a portion of a claim, and your intermediary or King Price can assist you with any queries you have in this regard.

### **Protecting your personal information**

Your privacy is of the utmost importance to us and that's why we protect it in line with the Protection of Personal Information (POPI) Act No. 4 of 2013.

This policy regulates the processing of personal information/data by King Price. It sets forth the requirements with which King Price undertakes to comply when processing personal information/data pursuant to undertaking its operations and fulfilling its contractual obligations in respect of data subjects and third parties in general.

### **Conflict of interest policy**

We've considered the conflict-of-interest provisions in terms of the FAIS Act and haven't identified any actual or potential conflicts of interest, either ownership interest, third party relationships, associates, or distribution channels as defined. We adopted a values-based approach where the spirit of the legislation is embraced. This is reviewed at least annually and reported to the Financial Sector Conduct Authority (FSCA).

## **4. SHARING OF INFORMATION**

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The sharing of information for underwriting and claims purposes (including credit information) is in the public's interest as it enables the insurer to underwrite policies and assess risks fairly and to reduce the incidence of fraudulent claims with a view to limiting premiums.

When you accept this policy you waive any person you may represent and/or your rights to privacy with regards to underwriting or claims information (including credit information) that you or any person you represent provide or that is provided by any other person on your behalf or on behalf of any person you represent in respect of any insurance policy or claim made or lodged by you.

You further confirm that you have purchased this product of your own free will and was in no way forced or incentivised to purchase this product.

## **5. USE OF YOUR PERSONAL INFORMATION**

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When you enter into this policy, you will be giving us your personal information that may be protected by data protection legislation, including but not only, the Protection of Personal Information Act, 2013 (POPI). We will take all reasonable steps to protect your personal information.

You authorise us to:

- a) Process your personal information to:
  - i. Communicate information to you that you ask us for.
  - ii. Provide you with insurance services.
  - iii. Verify the information you have given us against any source of database.
  - iv. Compile non-personal statistical information about you.
- b) Transmit your personal information to any affiliate, subsidiary or re-insurer so that we can provide insurance services to you and to enable us to further our legitimate interests including statistical analysis, re-insurance and credit control.
- c) Transmit your personal information to any third party service provider that we may appoint to perform functions relating to your policy on our behalf.

You acknowledge that this consent clause will remain in force even if your policy is cancelled or lapsed.

## 6. PREMIUM AND YOUR MONETARY OBLIGATIONS

The amount of premium due is contained on the policy schedule. In all instances premium must be paid before cover is effected.

## 7. OTHER MATTERS OF IMPORTANCE

- The intermediary must tell you about any material changes to information about them and/or King Price.
- If any complaint to the Broker or the Insurer is not resolved to your satisfaction, you may submit your complaint to the FAIS Ombud.
- Polygraph or similar tests are not obligatory and claims may not be rejected solely on the basis of a failure of such a test.
- You are entitled to a 15 day period of grace after the due date for the payment of your premium. (this period of grace applies from the second month on monthly policies only)
- The Insurer and not the Broker must give reasons in writing for the rejection of any claim submitted by you.
- The Insurer must give you 31 days written notice of its intention to cancel your policy.
- You are entitled to a copy of your policy document, free of charge.
- Incorrect information or non-disclosure of information by you of relevant and material facts, may influence your cover and the outcome of any future claims. Honesty is always the best policy.

## 8. WARNING

- Do not sign any blank or partially completed application form.
- Complete all forms in ink.
- Keep all documents handed to you.
- Make notes as to what is said to you.
- Do not be pressurised into buying the product.
- Incorrect or non disclosure of information may impact on any claims arising from your policy.
- Always insist on confirmation of cover to you when taking out new insurance or adding assets to an existing policy.

## 9. WAIVER OF RIGHTS

The General Code of Conduct stipulates that no intermediary may request or induce in any manner a client to waive any right or benefit conferred on you by/or in terms of any provisions of the said Code, or recognise, accept, or act on any such waiver by you. Any such waiver is invalid.

## 10. THE NATIONAL FINANCIAL OMBUD SCHEME (NFO)

Any claim or complaint that is not satisfactorily resolved by your intermediary and/or us may be referred to The National Financial Ombud Scheme (NFO).

|                         |                                                                                                                                                    |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Physical address</b> | <b>110 Oxford Road, Houghton Estate, Johannesburg, 2198<br/>Claremont Central Building, 6th Floor, 6 Vineyard Road, Claremont, Cape Town, 7700</b> |
| <b>Postal address</b>   | <b>P O Box 32334, Braamfontein, 2017</b>                                                                                                           |
| <b>Phone no.</b>        | <b>0860 800 900</b>                                                                                                                                |
| <b>Email</b>            | <b>info@nfosa.co.za</b>                                                                                                                            |
| <b>Website</b>          | <b>https://nfosa.co.za</b>                                                                                                                         |

## 11. FAIS OMBUD

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Any complaint relating to a financial service rendered by an intermediary or the representative of the provider (other than regarding the settlement of a claim), may be referred to the FAIS Ombud.

|                         |                                                                                |
|-------------------------|--------------------------------------------------------------------------------|
| <b>Physical address</b> | <b>125 Dallas Avenue Menlyn Central, Waterkloof Glen, Pretoria, 0010</b>       |
| <b>Postal address</b>   | <b>P O Box 41, Menlyn Park, 0063</b>                                           |
| <b>Phone no.</b>        | <b>012 762 5000</b>                                                            |
| <b>Email</b>            | <b><a href="mailto:info@faisombud.co.za">info@faisombud.co.za</a></b>          |
| <b>Website</b>          | <b><a href="https://www.faisombud.co.za/">https://www.faisombud.co.za/</a></b> |



## CONTACT US



**012 942 4536**



**claims@vapsinsurance.co.za**



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