

Taxi Owner Protection Plan Policy Wording

Insuring Clause

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

This is Your Taxi Owner Protection Credit Life Policy, a product which is underwritten by Guardrisk Life Limited, (registration number 1999/013922/06 and FSP number 76), an authorised financial services provider and an insurer licensed to conduct life insurance in terms of the Insurance Act 18 of 2017.

There are 2 (two) types of credit life insurance, mandatory credit life insurance and optional credit life insurance. The Taxi Owner Protection Credit Life Policy is an optional credit life insurance which means that it is up to You to take out this Credit Life Policy. It is not a requirement or condition of Your Credit Agreement.

This is an insurance policy under the credit life class of business.

Please read through this Policy carefully to make sure You understand it. Please contact Mobalyz Risk Services on 0800 214 790 if You do not understand something in this Policy.

A. Definitions

Insured Person shall mean any person named in the schedule;

Accident	means the sudden, unforeseen and uncertain event, which could not reasonably be expected to occur, which is caused by violent, external, physical and visible means at an identifiable time and place, resulting directly and independently of any other cause, in Bodily Injury. Accidental has a corresponding meaning where the context so permits.
Accidental Death	means Bodily injury which (directly and independently of all other causes) results in Your death and specifically excludes Natural Death;
Administrator	means Mobalyz Risk Services (Pty) Ltd (Reg No. 2005/044258/07);
Applicable Laws	means the Insurance Act 18 of 2017, the Long-term Insurance Act 52 of 1998, the Policyholder Protection Rules (Long-term Insurance), 2017, the Protection of Personal Information Act 4 of 2013, and any other legislation relating to or regulating the protection or processing of data or Personal Information, direct marketing or unsolicited electronic communications which may be applicable to the insurance policies in the Republic of South Africa from time to time;
Beneficiary Assist Benefit	means the guaranteed payment, as a lump sum, of the amount referred to in clause c), section B below, to the Nominated Beneficiary upon the Death of the Insured Person;
Benefit	means either the Beneficiary Assist Benefit or the Credit Benefit, as the case may be, which shall only be payable by the Insurer to the Nominated Beneficiary and the Credit Provider respectively on the Death of the Insured Person if there is a valid Claim;
Bodily Injury	means physical bodily injury to You caused by an Accident;
Claim	means, unless the context indicates otherwise, a demand for Policy Benefits by a Claimant, irrespective of whether or not the Claimant's demand is valid, made by submitting a completed Claim form and supporting documentation to the Administrator;
Claimant	means a person who makes a Claim in relation to this Policy;
Claim Event	means the Death of the Insured Person (being the risk that is insured under this Policy);
Claim Event Date	means the date on which the Claim Event (i.e. the Insured Person's Death) occurs giving rise to a Claim;

Cooling off Period	means the period of 31 (thirty-one) Days from the date the Insured Person receives this Policy document, or from a reasonable date on which it can be deemed that the Insured Person received this Policy document and during which the Insured Person can cancel this Policy, provided that no Benefit has yet been paid or claimed or the Claim Event insured against has not yet occurred, by giving notice to the Administrator and any premium paid will be refunded in full;
Credit Agreement	means the instalment sale agreement or other credit agreement entered into between the Insured Person and the Credit Provider and which meets the criteria for credit agreements as set out in section 8 of the National Credit Act, No 34 of 2005 (as amended);
Credit Benefit	means the payment, as a lump sum, to the Credit Provider as in settlement or part settlement (as the case may be) of the Outstanding Balance;
Credit Provider	means an entity in the SA Taxi Group which concludes the Credit Agreement with the Insured Person or who acquires any of the rights and obligations under a Credit Agreement concluded with the Insured Person;
Day	means a 24 (twenty-four) hour period, including weekends and public holidays. Days shall have a corresponding meaning where the context so permits;
Death	means the accidental or natural death of the Insured Person;
Exclusions	means the losses or risk events not covered under this Policy. Should a Claim Event arise from such Exclusion(s), no Benefit will be payable;
Inception Date	means the date on which the Policy commences, as set out in the Policy Schedule;
Instalment	means the monthly instalment payable by the Insured Person to the Credit Provider under the Credit Agreement;
Insured Person or You or Your	means the person covered under this Policy and named in the Policy Schedule, who has not yet attained the age of 72 (seventy-two) years at the Inception Date, which is the maximum age of entry under this Policy; For purposes of this Policy, the insured person must be the registered Vehicle Owner. No Claim will be considered for any other person other than the registered Vehicle Owner as approved by the Administrator;

Insurer	means the insurance company that underwrites this insurance, namely Guardrisk Life Limited (registration number 1999/013922/06 and FSP number 76), an authorised financial services provider and an insurer licensed to conduct life insurance business in terms of the Insurance Act 18 of 2017. See the Disclosure Notice for details;
Intermediary	shall mean the insurance broker as specified in the statutory notice attached to this policy;
Misrepresentation	means the conscious decision to provide inaccurate or incorrect information in relation to any aspect of this Policy including, without limitation, personal details, medical history, a Claim Event or to change the true facts to mislead an interested party and includes, without limitation, the failure to disclose material information at the date of application under the Medical Declaration on the application form that had the Insurer been aware of would have resulted in the Policy not being issued;
Natural Death	means death is not an Accidental Death;
Nominated Beneficiary	means the person nominated by the Insured Person to whom the Insurer will pay the Beneficiary Assist Benefit; should a Nominated Beneficiary not be made on the application form and remains unknown by the Claim Event Date, then the Beneficiary Assist Benefit will, at our sole discretion, become payable to Your estate;
Outstanding Balance	means the amount owed by the Insured Person in terms of the Credit Agreement including capital, arrears, interest, penalty interest, fees and other charges (provided for in the National Credit Act 34 of 2005);
Period of Grace	means the period of 30 (thirty) Days after the Premium Payment Date where the cover is still in force, but the Premium has not been paid. If any Claim Event occurs during this period which results in a valid Claim, the unpaid premium/s will be deducted from any Benefit paid. Failure to pay the Premium/s by the expiry of this period will result in the Policy lapsing and all Benefits will cease. A Claim Event that arises in the period after the Policy has lapsed will not be covered;

Period of Insurance	<p>means the period commencing on the Inception Date of the policy until the earliest of –</p> <ul style="list-style-type: none"> - the Claim Event Date; or - the date on which the Policy is cancelled; or - the full settlement of the Outstanding Balance owing under the Credit Agreement; or - the expiry of the Credit Agreement; or - the date on which the Insured Person reaches the age of 72 (seventy-two) years.
Personal Information	means personal information as defined in the Protection of Personal Information Act 4 of 2013;
Policy	means this Taxi Owner Protection Credit Life Policy with these terms and conditions read together with the Policy Schedule, and any endorsements thereto;
Policy Schedule	means the confirmation schedule setting out the details of the Insured Person, the Nominated Beneficiary, the details of the Credit Provider as at the Inception Date, the total Premium payable and Benefits applicable to You;
Pre-Existing Medical Condition	means any illness, infirmity, physical defect, disability or bodily injury sustained or contracted by the Insured Person or a condition arising directly or indirectly or contributed or traceable to or resultant from any medical condition (including any physical defect, illness, Bodily Injury or infirmity) which the Insured Person was aware of; or ought reasonably to have been aware of and/or for which the Insured Person received medical treatment, tests or advice, referral or recommendation for from a Medical Practitioner in the 12 (twelve) months preceding the Inception Date that results in a Claim event after the Inception Date;
Premium	means the monthly amount payable by or on the behalf of the Insured Person to the Insurer in respect of this Policy as set out in the Policy Schedule;
Premium Payment Date	means the date on which the monthly Premium is due and payable by the Insured Person to the Insurer, as set out in the Policy Schedule;

Repudiate	<p>means, in relation to a Claim, any action by which the Insurer rejects or refuses to pay a Claim or any part of a Claim, for any reason, and includes instances where a Claimant lodges a Claim –</p> <ul style="list-style-type: none"> - in respect of a loss event or risk not covered by the Policy; and/or - in respect of a loss event or risk covered by this Policy, but the Premium or Premiums payable in respect of the Policy are not paid, <p>and Repudiation has a corresponding meaning where the context so permits;</p>
SA Taxi Group	<p>means any entity, the financial results of which are or are required to be partially or wholly consolidated in SA Taxi Holdings Proprietary Limited's annual financial statements from time to time in accordance with SA Taxi Holdings Proprietary Limited's accounting policies from time to time;</p>
Unclaimed Benefit	<p>means a Benefit payable in terms of an approved Beneficiary Assist Benefit Claim where payment cannot be made to the Nominated Beneficiary within 3 (three) months of the Claim having been approved because the Nominated Beneficiary is unknown or is not contactable. In other words, the Nominated Beneficiary cannot be located, his/her emails are undelivered, his/her post is returned and/or his/her contact number is no longer in use. It is a Claim that is known to the Insurer and has been reported, assessed, proven valid and approved. Unclaimed Benefits has a corresponding meaning where the context so permits;</p>
Variation	<p>means any act that results in a change to –</p> <ul style="list-style-type: none"> - the Premium; - any terms set out in this Policy; - any condition to which this Policy is subject; - any Policy Benefit; - any Exclusion; or - the duration of this <p>Policy, excluding any explicit pre-determined or determinable Variation stated or provided for in the Policy and Vary and Variation have corresponding meanings where the context so permits;</p>

Waiting Period	means a period of 3 (three) months from the. Inception Date during which no cover will be provided and an Insured Person is not entitled to Policy Benefits if the Claim Event is due to Natural Death. Any Claim arising during and within the Waiting Period for Natural Death will not be covered and will remain uncovered even after the Waiting Period has expired unless the Claim Event occurs after the Waiting Period has expired;
Vehicle Owner	means the registered owner of the vehicle for whom this Policy covers and for whom a Claim will be submitted on a Claim Event. This person may not be amended without prior approval by the Administrator for whom an updated Policy Schedule is issued. In instances where a Vehicle Owner is changed without the approval by the Administrator, any Claim arising from a Claim Event will not be covered and all premiums paid will be forfeited;
Violence Related Claim	means, without limitation, any Claim Event arising out of the Insured Persons direct involvement or direct use of violence or force or the direct intentional threat thereof whether as an act harmful to a human life or not, whether acting alone or on behalf of or in connection with any organization or government or association or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including , without limitation any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof and which shall include any behaviour involving physical force intended to hurt, damage or kill someone. “Act of Terrorism” shall have a corresponding means where the context so permits;

B. Provisos

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

- a) A lump sum of <TOPP100 R50 000><TOPP150 R80 000> to SA Taxi Group towards the Outstanding Balance of the Credit Agreement ("Loan Reducer");
- b) A cumulative amount up to <TOPP100 R30 000><TOPP150 R50 000> towards Instalments due in terms of the said Credit Agreement ("Instalment Benefit") to SA Taxi Group;
- c) R 20 000 to the Nominated Beneficiary ("Beneficiary Assist Benefit");
- d) To the extent that the payments mentioned in 1 and 2 settle the Outstanding Balance as per the Credit Agreement, any surplus in addition to the Beneficiary Assist Benefit will be paid directly to the Nominated Beneficiary;
- e) If the Nominated Beneficiary cannot be traced by commercially reasonable efforts within 3 (three) months of the date of death of the Insured Person, the amount shall be paid to the lawfully appointed representative of the estate of the Insured Person; Unless otherwise provided for herein, this Policy shall not apply to any Insured Person after the expiry of the Period of Insurance in which he attains 72 years of age.

C. Exclusions

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

- a) whilst engaging in flying as a pilot or member of the crew. This Exclusion does not apply to Insured Persons engaging in ballooning, hang-gliding, paragliding and parachuting, provided that such activities are solely for social and/or pleasure purposes and not of a competitive nature or for reward.
- b) as a result of the influence of alcohol, drugs or narcotics upon the Insured Person unless administered by a member of the medical profession (other than himself) or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself).
- c) caused by the Insured Person's active participation in the commission of any criminal act, riot or civil commotion that results in a Claim Event.
- d) arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- e) as a result of the Insured Person's deliberate exposure to exceptional danger (except in an attempt to save human life).
- f) while participating in sport as a professional player.
- g) directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear weapons material. For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission, other than ionising, radiation, or radioactivity used in the course of a normal medical procedure administered by a member of the medical profession other than the Insured Person.

- h) as a result of a Pre-existing Medical Condition.
- i) in any way caused or contributed to by an Act of Terrorism where Act of Terrorism means an act:
 - whether involving violence or the use of force or not; or
 - the threat of the preparation thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which appears to be intended to intimidate or influence a *de jure* or *defacto* government or the public or a section of the public, or disrupt any segment of the economy or from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives. *This Exclusion of Acts of Terrorism comprises* any loss, damage, cost or experience of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss of action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism in any way caused or contributed to by an Act of Terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. If the Insurers allege that by reason of this exception any claim is not covered by this Policy, the burden of proving the contrary shall be upon the Insured Person.
- j) A Violent Related Claim where the Insured Life is directly involved, either as a Taxi Owner or Taxi Driver, will result in no Benefit being paid.

If the Insurer alleges that by reason of an Exclusion any Claim is not covered by this Policy, the burden of proving the contrary shall be borne by the Insured Person.

This Policy is subject to a Waiting Period (as defined) for Natural Death.

D. Extensions

1. Disappearance

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

E. Conditions

1. Interpretation

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

2. Jurisdiction

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

3. Misrepresentation or Non- Disclosure

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

4. Prevention of Loss

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

5. Claims

On the happening of a Claim Event resulting in a Claim under this Policy, the Nominated Beneficiary or lawfully appointed representative of the estate shall give notice thereof, within **90** (ninety) Days of death of the Insured Person, to the Intermediary. The Nominated Beneficiary or lawfully appointed representative of the estate shall also send full particulars of the Claim and such information and documentation as is required by the Insurer, to the Intermediary to process the said Claim.

6. Interest

No Benefit payable under this Policy shall carry or accrue interest unless the cause for delay of finalisation of the Claim is caused by the Insurer, in which instance appropriate interest or payment of any discretionary benefit shall be determined by the Insurer to remedy any prejudice caused.

7. **Prescription**

If the Insurers disclaim liability in respect of any claim and an action or suit is not commenced within 3 (three) years after such disclaimer, all Benefit under this Policy in respect of such Claim shall be forfeited.

8. **Fraud**

If the Insured Person or representative of the insured shall make any Claim knowing it to be false or fraudulent or exaggerated, the Benefit afforded by this Policy in respect of any such Claim shall be forfeited, and the Policy would be cancellable at the Insurer's discretion.

9. **Surrender Value:** This Policy does not acquire any paid-up, loan or surrender value;

10. **Claims Dispute:** In the event of a Claim being Repudiated or if the Claimant disputes the quantum of the Benefit amount paid, the Claimant is entitled to make representations to Us in respect of Our decision to Repudiate the Claim or as to the manner in which the quantum of the Benefit amount was calculated for a period of 180 (hundred and eighty) Days from the date of receipt of the letter of Repudiation or the date of the Claim payment. If the representation is unsuccessful or the dispute is not resolved at the end of this 180 (hundred and eighty) Days period then the Claimant has an additional 6 (six) months to institute legal action against the Insurer by way of a summons, failing which We will no longer be liable in respect of the Claim and such legal action will no longer be possible.

11. **Cancellation of Policy**

The Insured Person may cancel this Policy at any time by giving the Insurer 31 (thirty-one) Days' notice in writing. Such notice must be submitted to the Intermediary as set out in the statutory notice. The Insurer may cancel this Policy by sending the Insured Person one calendar months' notice in writing to the last known address.

This Policy will terminate on the following dates:

- a) On payments of the Benefits in terms of this Policy;
- b) Should the required premium not be paid by the due date and by expiry of the Period of Grace;
- c) On full and final settlement of the Outstanding Balance of the Credit Agreement.

The Insurer may immediately cancel this Policy or place it on hold, refuse any transaction or instructions, or take any other action considered necessary in order to comply with the law and prevent or stop any undesirable or criminal behavior.

12. **Unclaimed Benefits:** If the Beneficiary Assist Benefit under this Policy is an Unclaimed Benefit, the Administrator will take action to determine if the Nominated Beneficiary is alive and/or aware of the Beneficiary Assist Benefit payable to him/her under this Policy. Specifically, in the 3 (three) year period after the Unclaimed Benefit arises, the Administrator may –

- a) attempt to contact the Nominated Beneficiary telephonically and electronically to advise them of the Unclaimed Benefit; or
- b) determine the last known contact information of the Nominated Beneficiary by comparing internal and external databases, including the use of internet search

engines and/or social media; or

- c) appoint an external tracing company to locate the Nominated Beneficiary.

Before the end of the 3 (three) year period referred to above, the Administrator will confirm the Unclaimed Benefit and transfer the amount of the Unclaimed Benefit to an account in the name of the Insurer, and the Insurer will accept liability for the Unclaimed Benefit

13. Premiums

The Insured Person must pay (or, if the Credit Provider has agreed to pay, the Credit Provider must pay) the Premium every month on or before the Premium Payment Date.

If the Premium is not received on the Premium Payment Date, the Period of Grace (being 30 (thirty) Days from the Premium Payment Date) will apply immediately and (during the Period of Grace) the Insured Person must make payment of the Premium to avoid the termination of the Policy. If the Insured Person fails to pay the Premium by the expiry of the Period of Grace, the Policy will automatically lapse (without our having to notify you to the lapsing of the Policy) and all Benefits will cease such that no Benefits may be claimed under this Policy. If a Claim Event arises during the Period of Grace, any Benefits payable shall be reduced by the outstanding premium(s). A Claim Event that arises in the period after the Policy has lapsed will not be approved.

The Insurer will not change or Vary the Premium rate during the first 12 (twelve) months from the Inception Date unless there are reasonable actuarial grounds to change or Vary the Premium rate or when the Variation will be to the benefit of the Insured Person. After the first 12 (twelve) months, the Insurer reserves the right to review and change the Premium rate annually. Any changes to the Premium will be notified to the Insured Person 31 (thirty-one) Days prior to the change taking effect. Such notification will provide appropriate details of the reasons for the change to the Premium rate and will afford the Insured Person with reasonable steps, such as an option to terminate the Policy, to mitigate the impact of the increase on the Insured Person. The Premium rates may be amended or changed, based on the following factors: past and future expected economic factors (for example, but not limited to, interest rates, tax and inflation), past and future claims experience, past and future expected lapse experience, past and future expected mortality experience, expected future reinsurance, any regulatory and legislative changes impacting this Policy or any other factor impacting the Premium that the Insurer deems material at the time.

If we decide to implement a Variation of the Premium, We will notify You in writing not later than 31 (thirty-one) Days prior to the Premium Variation becoming effective. In such notification We will explain the reasons for Our decision to Vary the Premium and We will remind You of Your options in relation to the Variation of the Premium, including Your right to terminate this Policy.

14. Claims

In the event of a Claim during the Period of Insurance, the Claimant must submit the Claim to the Administrator within 3 (three) months of the Claim Event Date and provide the following documentation within 6 (six) months of the Claim Event Date –

- a) a fully completed claim form;
- b) certified copy of the death certificate;
- c) certified copy of the DHA 1663 notice of death form;
- d) police report (in case of an Accidental Death for Claim Events related to motor vehicle accidents, murder, suicide and causes of death that are under police investigation);
- e) certified copy of the deceased's Identity Document; and
- f) any other documents that the Insurer may reasonably require.

You can do so by notifying us on the toll-free number 0800 214 790 or email us at claims@mobalyz.com

15. Protection and Processing of Personal Information

Your privacy is of utmost importance to the Administrator/Insurer. We will take the necessary measures to ensure that any and all information, including Personal Information (as defined in the Protection of Personal Information Act 4 of 2013) provided by you or which is collected from you is processed in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 and further, is stored in a safe and secure manner. You hereby agree to give honest, accurate and up-to-date Personal Information and to maintain and update such information when necessary.

You accept that your Personal Information collected by the Administrator/Insurer may be used for the following reasons:

- a) to establish and verify your identity in terms of the Applicable Laws;
- b) to enable the Administrator/Insurer to fulfil its obligations in terms of this Policy;
- c) to enable the Administrator/Insurer to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws; and
- d) reporting to the relevant Regulatory Authority/Body, in terms of the Applicable Laws.

We may share your information for further processing with the following third parties, which third parties have an obligation to keep your Personal Information secure and confidential:

- e) Payment processing service providers, merchants, banks and other persons that assist with the processing of your payment instructions;
- f) Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime;
- g) Regulatory authorities, industry ombudsmen, governmental departments, local and international tax authorities, and other persons that we, in accordance with the Applicable Laws, are required to share your Personal Information with;
- h) Credit Bureaus;
- i) Our service providers, agents and sub-contractors that we have contracted with to offer and provide products and services to any policyholder in respect of this policy; and
- j) Persons to whom we cede our rights or delegate our authority to in terms of this Policy.

You acknowledge that any Personal Information supplied to the Administrator/Insurer in terms of this Policy is provided according to the Applicable Laws.

Unless consented to by yourself, the Administrator/Insurer will not sell, exchange, transfer, rent or otherwise make available your Personal Information (such as your name, address, email address, telephone or fax number) to any other parties and you indemnify the Administrator/Insurer from any claims resulting from disclosures made with your consent.

You understand that if the Administrator/Insurer has utilised your Personal Information contrary to the Applicable Laws, you have the right to lodge a complaint with the Insurer. Should the Insurer not resolve the complaint to your satisfaction, you have the right to escalate the complaint to the Information Regulator.