



LEGACY

UNDERWRITING MANAGERS (PTY) LTD
AUTHORISED FINANCIAL SERVICES PROVIDER

POLICY WORDING: LEGACY UNDERWRITING MANAGERS HCV ASSIST

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GENERAL INTRODUCTION, INTERPRETATIONS AND TERMS

1. Introduction

- 1.1. This document shall serve as the basis upon which the Company is to render the required and agreed upon Service in terms of the elected Client Benefits to the Client.
- 1.2. The Client unconditionally agrees to the rights, obligations, restrictions and limitations incorporated into this document which may be readily made available to the Client upon requesting same.

2. Definitions and interpretations

- 2.1. The following terms and phrases are used throughout this document and when found, either in upper or lowercase, as the case may be, the word and phrase shall carry the meaning herein after ascribed to it:
 - 2.1.2. **"Access Only"** shall mean those Benefits claimed by the Client where such Benefit is claimed at the special instance of the Client, the Client thus being liable for the full cost of the Benefit which will be payable directly by the Client to the Service Provider;
 - 2.1.3. **"Area"** shall mean the Republic of South Africa and shall, by natural implication, exclude other sovereign jurisdictions outside the Republic of South Africa;
 - 2.1.4. **"Benefit Limits"** shall mean the limitations applicable to Benefits within a Benefit Period, calculation of which shall be for an annual period commencing upon the first claims of Services;
 - 2.1.5. **"Benefit Period"** shall mean the period during which a Client is entitled to Benefits which commences upon the inception of the policy and remains in place subject to 11.1;
 - 2.1.6. **"Benefit"** shall mean the Services that the Client may be entitled to, as the case may be, subject to due compliance with the Company's internally generated and managed membership requirements;
 - 2.1.7. **"Claim Services"** shall mean those services which are to be rendered to the Client as per the Policy;
 - 2.1.8. **"Client" or "Member"** shall mean any Person who is entitled to receive selected and applicable Benefits upon complying with the Company's membership requirements;
 - 2.1.9. **"Company"** shall mean Legacy Underwriting Managers (PTY) Ltd duly registered in accordance with the Companies Act, 71 of 2008 (as amended) with registration number (2001/007701/07) and shall, together with the Contact Centre, be regarded as the person who is responsible for rendering the Services and managing the Benefits;
 - 2.1.10. **"Contact Centre"** shall mean Customer Loyalty Consultants Proprietary Limited, a private limited liability Company duly registered in accordance with the Companies Act, 71 of 2008 (as amended), with registration number 2015/055927/07 who conducts its operations at Building 23, Cambridge Office Park, 5 Bauhinia Crescent, Highveld Techno Park or any other suitable Contact Centre that may be used for administration and as a contact centre from time to time at the sole discretion and election of Customer Loyalty Consultants Proprietary Limited and / or the Company, as the case may be;
 - 2.1.11. **"Damages"** shall mean any form of damage, loss, injury, death or harm, whether caused by the Company, Contact Centre, a Service Provider and / or third-party, incurred by the Client directly, indirectly, whether of a patrimonial or non-patrimonial, special, consequential, punitive or

constitutional nature and shall include claims for special economic loss, special or general Damages or any other Damages as recognised in law;

- 2.1.12. **"Permanent Residence"** shall mean in the case of a domestic policy the Client's permanent or ordinarily domiciled place of residence where Client refers to the individual person only, and in the case of a commercial policy the company's physical address;
- 2.1.13. **"Person"** shall mean any reference to an individual, firm, company, corporation, partnership, association, unincorporated body of persons, trust, State or governmental authority, employee, contractor, any other representative or any other entity including a person's lawful successor;
- 2.1.14. **"Personal Information"** shall mean information received by the Company from the Client in relation to the Client's name, surname, vehicle make, vehicle colour, vehicle license plate number, vehicle identification number, vehicle location (whether determined by a tracking system or otherwise), electronic mail address, physical address, postal address, cellular number and / or other contact information, occupation, identity number, date of birth, medical aid name, medical aid membership number, medical information, health impairments (if any), blood type, race, religion, ethnic background, nationality, gender as well as any information as envisaged under the Protection of Personal Information Act, 4 of 2013 which may be required by the Company and / or Contact Centre to identify Clients and their Benefits;
- 2.1.15. **"Policy"** shall mean the collective Benefits elected by the Client for their use which shall be deemed a group of Benefits that the Client is entitled to per Benefit Period;
- 2.1.16. **"Repairer / Service Provider"** shall mean a Service Provider, including but not limited to their associates, agents, employees, assigns and sub-contractors as the case may be, subject to the locality limitation imposed by clause 2.1.3., who is instructed by the Contact Centre, at the Client's special instance, to assist the Client once Benefits are claimed and who shall be responsible to render the relevant Service to the Client in accordance with the Benefit claimed;
- 2.1.17. **"Service"** shall mean the Service rendered to the Client by a Service Provider pursuant to a Benefit being claimed by the Client;
- 2.1.18. **"Unverified Client"** means a Client who makes use of, attempts to make use of or contacts the Contact Centre with the purpose of claiming a Benefit, whether they are entitled to such a Benefit or not, and who, for purposes of verification, cannot be verified or identified as a Client by the Contact Centre.

- 2.2. The headings in this document have been inserted for convenience yet may be considered in the interpretation of the subsequent sub-clause in order to ascertain the true meaning of the words within the context, interpretation or understanding as well as, or in the alternative to, ascribe the ordinary meanings of the words used.
- 2.3. Headings shall not be used to confer any rights or obligations on any of the interested Person herein described.
- 2.4. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any interested Person, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this document.
- 2.5. Where a specific term has been defined in a specific clause, such a term shall carry the same meaning throughout this Agreement should the context so allow notwithstanding the fact that the term is not in the definition's clause.
- 2.6. The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 2.7. The words "will" and "must" used in the context of any obligation or restriction imposed on a Party shall have the same meaning as the word "shall" which denotes a peremptory obligation imposed on a party.

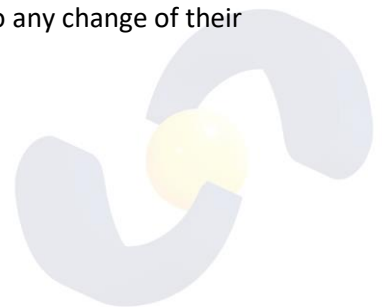
3. General Terms

3.1. Abuse/Misuse of Benefits:

- 3.2. The objective of the Benefits made available to the Client is to enable the Company to assist the Client, as well as other clients as a general body, during Claims Services as and when required by such clients.
- 3.3. The Client acknowledges that the Benefits claimed are subject to certain annual restrictions and limitations per Benefit Period.
- 3.4. The Client shall be entitled to the full Membership Benefits which may be apportioned during a Benefit Period due either to a pro rata apportionment or the commencement of the Benefit Limits as described in 2.1.4.
- 3.5. Unused Membership Benefits are not transferrable to a new Benefit Period where the Client renounces their right to claim the remainder of any unused Membership Benefit.
- 3.6. An abuse and / or misuse of Benefits shall refer to a situation where the Client may have excessively claimed a single Benefit, alternatively, a group of Benefits, during the Benefit Period having the effect that the claim allowances applicable to such Benefit have been exhausted, subject to the unilateral determination by the Company and / or Contact Centre.
- 3.7. The Client's abuse and / or misuse of Benefits will, in most instances, result in the depletion of the allocated Benefit allowance per Client – the Client recognises that this may adversely prejudice the Company's body of Clients as a whole.
- 3.8. If the Company and / or Contact Centre reasonably suspect that the Client is abusing and / or misusing the Benefits, the Client will be:
 - 3.8.1. Notified by the Company that the Client is excessively claiming a Benefit:
 - 3.8.1.1. This may have the effect that their future right to claim such Benefit may be limited, restricted and / or revoked;
 - 3.8.1.2. This notification may be made either by post, short message service (also known as sms), electronic mail or other means of communication.
 - 3.8.2. Warned that the Company shall suspend the Client's right to claim the Benefit for the remainder of the Benefit Period.
- 3.9. The Company and / or Contact Centre will continuously monitor the Client to ensure that the Client does not abuse and / or misuse their Benefits within a Benefit Period.
- 3.10. If it is found that the Client is abusing and / or misusing their Benefits, then the Company and / or Contact Centre may:
 - 3.10.1. Assess the Client's future claims of the abused and / or misused Benefit on an ad hoc basis for the remainder of Benefit Period; and
 - 3.10.2. Suspend the Client's use of the Benefit they have abused / misused for the remainder of the Benefit Period.

4. Client Listings

- 4.1. The Client shall ensure that they provide the Company with accurate, complete, eligible and up to date Personal Information, in order to allow the Contact Centre to identify which Benefits the Client is entitled to and render the applicable Service as herein envisaged.
- 4.2. The Client shall ensure that the Company and / or Contact Centre is updated as to any change of their Personal Information and same will be notified in writing.



5. Unverified Clients

- 5.1. The Contact Centre reserves the right, in their sole, exclusive and absolute discretion, to refuse assistance to Unverified Clients.
- 5.2. In such instances where the Contact Centre grants an indulgence and allows an Unverified Client to claim a Benefit, such Unverified Client shall be solely and exclusively liable to make payment of any costs and satisfy any claim howsoever arising from a Service Provider for the Benefit claimed.
- 5.3. The Contact Centre may require the Unverified Client to make payment of a deposit and / or direct and / or upfront payment to the Service Provider prior to the Benefit being claimed. The Contact Centre may demand satisfactory proof that such payment has been made.
- 5.4. The Company and / or Contact Centre shall ensure that the Unverified Client receive a full refund of any amount paid directly to a Service Provider where, after an internal investigation, it is found that the Unverified Client is indeed a Client of the Company and eligible to receive the Benefit claimed.
- 5.5. Should it be found that an Unverified Client is indeed a Client, then the Client herewith renounces their right to claim any amount in compensation for any Damages, loss or injury suffered as a result of the Company and / or the Contact Centre's inability to verify the Client's status as Client.

5. Selection and Safety of the Service Provider

- 5.1. The Company and / or Contact Centre rely on Service Providers to render Services, assistance and manage claims lodged by the Client.
- 5.2. The Company and / or Contact Centre shall reasonably endeavour to dispatch the relevant Service Provider to render assistance to the Client in accordance with the applicable Benefit claimed pursuant to an evaluation of the incident.
- 5.3. The Client may not refuse the Services of a Service Provider which has been elected by the Company and / or Contact Centre to render the Service for the Benefit claimed.
- 5.4. If the Client refuses the Services of the Service Provider dispatched by the Contact Centre, the Service Provider shall not render the required Service. The Client shall be liable for the full cost of the Service Provider, notwithstanding the fact that the Client had not received such Service, which shall be payable as follows:
 - 5.4.1. By the Contact Centre, if the Client has the required Benefit, by reducing the Benefit Limit;
 - 5.4.2. If the Client has no Benefits, then only directly to the Service Provider within 5 (five) days of the Service;
 - 5.4.3. By the Client either in cash or by monthly debit from their banking account.
- 5.5. The Company and / or Contact Centre reserves the right to unilaterally suspend the Client's entitlement to a Benefit claimed where the Service Provider, in their sole discretion and upon assessment of the Client's personal circumstances and surroundings, deems it harmful to their person, property or equipment to render the Service at a particular location, which suspension shall endure until such time that the Service Provider deems it safe.
- 5.6. The Client acknowledges that they may be exposed to third party service providers which may not always be appointed, nominated and / or selected by the Contact Centre. This may be applicable, yet not specifically limited to, the so called "first come first serve" rule being exercised between a general body of service providers.
- 5.7. Where the Contact Centre has requested a Service Provider to assist the Client and the Client, on their own accord, contacts an independent third party to render the same Service which has been claimed, then the Client shall be liable for the costs of the independent service provider as well as the costs of the Service Provider which shall be payable by the Client in accordance with clause 5.4.

- 5.8. The Client herewith renounces their right to claim any amount in compensation for any Damages, loss or injury suffered as a result of the Company and / or Contact Centre's election to suspend the Benefit claimed as a result of:
- 5.8.1. The Service Provider's safety determined in accordance with clause 5.5; or
 - 5.8.2. The Client's refusal to receive the Services in accordance with clause 5.3;
 - 5.8.3. Whereby the Client renounces their right to claim any such Damages, loss or injury from the Company and / or Contact Centre and / or Service Provider.
- 5.9. The Service Providers that are contracted by the Contact Centre for any assistance Services are independent contractors. Although every effort is made to monitor and assess these Service Providers, the responsibility for loss, damage or unsatisfactory workmanship remains with the Service Provider. The Contact Centre will, however, make every effort to resolve any dispute that may arise, conditional upon the complaint being received in writing within 48 hours of the incident.

6. Complaints

- 6.1. The Client can direct any general complaints to the Contact Centre as follows:
- 6.1.1. Telephonically by dialling 0861 22 22 52; or
 - 6.1.2. By electronic mail to complaints@clc.co.za.

7. Client Information

- 7.1. The term "Process", "Processing" or any derivative thereof shall mean any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including:
- 7.1.1. The collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
 - 7.1.2. Dissemination by means of transmission, distribution or making available in any form; or
 - 7.1.3. Merging, linking, as well as restriction, distribution, erasure or destruction of information.
- 7.2. The Client recognises that the processing of their Personal Information is an essential part of allowing the Company and / or Contact Centre to process the Client's claim and render the applicable Service in accordance with their Benefits. This may be interpreted as the "intended purpose" for which Personal Information is processed.
- 7.3. Personal Information is processed as follows:
- 7.3.1. Client -> Company -> Contact Centre -> Service Provider -> Other Third Party And Vice Versa
- 7.4. The Client accordingly unconditionally consents that the Company and / or Contact Centre may process and / or share their Personal Information, alternatively, any other information not formally classified or defined as Personal Information, to a Service Provider or third-party, alternatively, to any person who acts as an agent for the Contact Centre, alternatively, to whom any of the obligations herein imposed may be transferred, alternatively, to any person who is to render the claimed Service to the Client in order to achieve the intended purpose.
- 7.5. The Client recognises that the Company is the responsible entity holding its Personal Information. The Client consents to their Personal Information being transferred from the Company to the Contact Centre in order to allow the Contact Centre to verify the Client's membership and process and / or share such information to a third party for the intended purpose.
- 7.6. The Client recognises and agrees that the amount of Personal Information gathered, transferred and processed by the Company and / or Contact Centre is not excessive in relation to the intended purpose.
- 7.7. The Company and / or Contact Centre shall reasonably endeavour to prohibit the further processing of Personal Information by third parties to whom the Client's Personal Information has been transferred and / or provided. The Company does not however warrant that the Client's Personal Information will not be further processed as this may be required in order to ensure that the Company and / or Contact Centre fully renders the agreed upon Service as referred to in 8.3.1.
- 7.8. The Company and / or Contact Centre may provide the Client with a record of Personal Information as well as a processing record held by the Company and / or Contact Centre when requested by the Client.

- 7.9. The Company and / or Contact Centre shall amend any Personal Information which is incorrectly recorded in accordance with the Client's instructions, said instructions to be received either telephonically or in writing.
- 7.10. The Company and / or Contact Centre shall ensure strict compliance with any instruction received by the Client in terms of a prohibition of processing the Client's Personal Information. The Client however recognises that this may impact the Company and / or Contact Centre's ability to render the Services as required by the Client from time to time.

8. General Indemnification

- 8.1. The Client herewith unconditionally indemnifies the Company and / or Contact Centre who shall not be liable for any conduct (whether by omission or commission) of a Service Provider which causes the Client any form of Damages whereby the Client renounces their right to demand and / or claim any such Damages from the Company and / or Contact Centre.
- 8.2. This indemnification shall apply equally to the Client's claim in relation to their property which may be damaged by a Service Provider.
- 8.3. Neither the Company nor the Contact Centre shall be liable for any Damages caused to the Client as a result of the Service Provider's theft, dishonesty or otherwise.
- 8.4. The Client herewith guarantees and warrants that they have the required consent to allow a Service Provider access to any property, premises, vehicle and / or general area which may not be under the Client's control in order to allow the Service Provider to render the Service claimed – the Client herewith indemnifies and holds the Company, Contact Centre as well as the Service Provider harmless against any claim of Damages by a third party as a result of a Service Provider who may trespass a third party's property, premises, vehicle and / or general area which may not be under the Client's control.
- 8.5. The Company and / or Contact Centre makes no warranty and / or guarantee that the Benefit claimed, and Service rendered will necessarily have the desired outcome as may be expected by the Client whereby:
 - 8.5.1. The Client renounces their right to pursue any claim for Damages against the Company and / or Contact Centre;
 - 8.5.2. The Client indemnifies and holds the Company and / or Contact Centre harmless against any claim for Damages arising from any act or omission of the Company and / or Contact Centre.
- 8.6. This general indemnification and the absence of any warranty and / or guarantee, in relation to the Company and / or Contact Centre, shall apply to:
 - 8.6.1. All Benefits claimed by the Client;
 - 8.6.2. All Services rendered by the Company, Contact Centre and / or Service Provider;
 - 8.6.3. All conduct by Service Providers.
- 8.7. The Client's indemnification of the Service Provider shall be revoked where the Client alleges and proves in a South African court that the Service Provider, who has caused the Client damage, harm or loss, acted wilfully or with gross negligence in causing such damage, harm or loss.

9. Monetary Limitation of Liability

- 9.1. In those instances where the Company and / or Contact Centre may be liable toward the Client for any Damages in terms hereof, then in no such case whatsoever shall the Company's / Contact Centre's liability, irrespective of the nature or manner in which such liability arose, exceed whichever is the least of the following respective amounts:
 - 9.1.1. The value of any special Damages suffered by the Client;
 - 9.1.2. 1 year of the debit order fee payable by the Client to the Company;
 - 9.1.3. R50 000.00 (fifty thousand rand).

- 9.2. The Company may, in its sole and absolute discretion, without prejudice and in the absence of a relaxation of the indemnification in clause 9 above, offer to pay the Client either of the amounts listed above in order to settle any liability dispute which may arise.

10. General Terms and Conditions

- 10.1. The following general terms and conditions shall apply to the Client notwithstanding the nature of the Benefit claimed or Service rendered to the Client:
- 10.1.1. Services and Benefits shall only be provided to active, fully paid up Clients who have ensured that their Personal Information is updated and who continually comply with the membership requirements imposed by the Company;
- 10.1.2. Services and Benefits shall only be provided to Clients without outstanding balances owing to the Contact Centre;
- 10.1.3. Prior to rendering any Service, the Contact Centre will do all such reasonable things to validate the Client and / or verify that the Client is eligible for the Service claimed;
- 10.1.4. The Contact Centre may require the Client to provide it with proof of identification prior to a Service being rendered;
- 10.1.5. Limits imposed herein by the Company shall apply either per Policy, per Benefit Period or per insurable item where applicable to the Service as the case may be as per the applicable product policy wording;
- 10.2. The Company and / or Contact Centre reserves their right to temporarily suspend Services to Clients and / or Unverified Clients during severe weather conditions, civil disturbance, acts of God, acts of violence, war, strikes, pickets, boycotts, national emergencies or any other situation commonly known and referred to as force majeure which prohibits the Company and / or Contact Centre and / or Service Provider to render the Services required by the Client;
- 10.3. The Client shall be restricted from ceding, transferring and / or assigning any of the Benefits, rights or obligations herein contained and applicable to the Client or to a third party;
- 10.4. The Client's right to claim Benefits shall be revoked upon the Client's death, non-payment of the monthly amount owed, sequestration or failure to comply with any other condition imposed on the Client by the Company;
- 10.5. The laws of the Republic of South Africa will govern this policy wording;
- 10.6. If the Client makes any form of misrepresentation either in completing the Company's application form, providing the Contact Centre with false and / or incorrect information or in general, then the Benefits herein may, at the election of the Company, be revoked without further notice to the Client and their monthly premium forfeited;
- 10.7. The general indemnification shall apply where the Client's misrepresentation causes damage to third parties;
- 10.8. The Client shall reimburse the Contact Centre and / or the Company within one month of receiving written request to defray any expense for which the Contact Centre is not liable. Such a request shall be sent to the Client by post, electronic mail, SMS, WhatsApp, Facebook, push notification on the App or by hand delivery or any other means of communication;
- 10.9. No claim or refund due and owing to the Client under this policy shall carry interest;
- 10.10. Payment of any claim under this policy shall only be made in the Republic of South Africa. The Client bears the onus and cost to arrange payment to an international destination through the use of a payment facilitator;
- 10.11. In any situation where the Client's risk for Service is adequately covered under any insurance policy, then such cover shall be utilised by the Client before the Client seeks to claim any Benefit in terms hereof;
- 10.12. If at any time any claim arises under this policy for a Benefit covered by any insurance or scheme covering the same expenses, loss, damage or liability for which the Client has claimed, the Contact Centre shall not pay more than their rateable proportion of such claim and shall insist that the Client claim from their insurance;

- 10.13. Any event that relates to loss or damage caused by fire, lightning, storm, water, malicious or accidental damage, theft or any risks covered in terms of a standard multi-peril or personal lines / commercial insurance policy shall not be covered by this Policy;
- 10.14. Where the Client claims a Benefit, which is found to have been excluded by this document, then the Service will be deemed to have been rendered on an Access Only basis.

HCV ROADSIDE ASSISTANCE

1. Introduction

- 1.1. Whereas Clients may experience incidents on the road that requires urgent assistance, the Contact Centre renders help to get you back on your way;
- 1.2. Roadside Assistance is available 24 hours a day, 7 days a week, all days of the year throughout South Africa;
- 1.3. The Services described pursuant to the Benefit hereunder shall only be provided to the Client upon specific instruction from the Client.

2. General Introduction, Interpretation and Terms

- 2.1. This document must be read in conjunction with the document entitled General Introduction, Interpretation and Terms which is an integral part of this document.

3. The Benefit

- 3.1. The Benefit will be as follows:
- 3.2. The annual limit for HCV Roadside Assistance services is R15 000 Incl. VAT per HCV, HCV Trailer or Bus.
 - 3.1.1. No accident towing, recoveries or related costs will be covered by CLC, this will be invoiced to the Client or the Insurer.

4. General

- 4.1. HCV Roadside Assistance is provided in the case of mechanical or electrical breakdown of the vehicle not caused by external factors or events such as accidents, theft or damage to vehicles pursuant to theft;
- 4.2. The Client, alternatively, any person authorised by the Client, shall be with the vehicle at the time of Service and assistance so that the Client or the authorised person may assist the Service Provider with inter alia signing the documentation required by the Service Provider, assisting the Service Provider to determine patent damages, handing over the vehicle keys and explaining the general vehicle queries where necessary;
- 4.3. In the event that neither the Client nor an authorised representative acting on behalf of the Client can be present with the vehicle as required above, the Client or the Client's authorised representative may authorise the Contact Centre and Service Providers to continue with the requested support where the Contact Centre and Service Provider will not be liable for any damages of any nature;
- 4.4. If the vehicle is still under warranty, the Contact Centre reserves the right to refer the assistance to the warranty provider. Where the Contact Centre has provided assistance for a vehicle under warranty, the Client shall absolve the Contact Centre from any warranty disputes;

- 4.5. The Contact Centre will not cover the cost of any parts or repairs that may need to be purchased or replaced on the Client's vehicle;
- 4.6. Any shortfall between the actual cost and the allowance included in the individual Benefits must be settled by the Client with the relevant Service Provider;
- 4.7. The HCV Roadside Benefits only apply if assistance was arranged by the Contact Centre.
- 4.8. The Client bears the onus to accurately inform the Contact Centre where the vehicle is located and will be held liable for any extra costs incurred as a result of an inaccurate location provided to the Contact Centre;
- 4.9. Where the Client claims the Roadside Benefit and it is later discovered that the incident was caused by the circumstances above, which may be a latent defect, then the Contact Centre reserves the right to change the Benefit to Access Only.

5. Limitation of Liability and Indemnity

- 5.1. The Contact Centre, Company or Service Provider who renders the Service pursuant to the Benefits hereunder will not be held liable for any liability whatsoever for any damage, loss or injury caused to the Client and / or their assets during the Service delivery, alternatively, due to the lack of the Service being rendered, alternatively, due to the fact that the Service was not properly rendered.

6. Towing of Vehicle

- 6.1. The Benefit provided is that the Contact Centre may arrange a Service Provider to tow the Client's vehicle to the nearest repairer at the Contact Centres election;
- 6.2. The Client may elect an alternative tow destination at their sole discretion provided this destination is either within 150km or will result in a similar Service Provider cost in accordance with 6.1;
- 6.3. Should the Client elect an alternative tow destination resulting in a higher cost than 6.2. then the additional costs will be for the account of the Client;
- 6.4. The above Benefits are limited to a maximum Service Provider fee of R15 000 per HCV, HCV trailer or bus, per annum. Thereafter the costs are for the account of the Client;
- 6.5. Any amount exceeding the Contact Centre's liability will be immediately payable by the Client directly to the Service Provider;

7. Accident Towing

- 7.1. Towing of the vehicle to the nearest approved repairer from the point of the accident.
- 7.2. The cost of the tow will be invoiced to the Insurer as part of the claim. Should the Client decide not to register a claim, or the claim is repudiated, the Client will be liable for the cost of the tow, as well as any associated costs (storage fees, release fees etc)
- 7.3. All accident towing and related costs will be invoiced to the Insurer.

8. Spillage Risk Management

- 8.1. The Benefit provided is that the Contact Centre may arrange an approved spillage and risk management contractor according to the Insurers panel and agreements, and according to the cover specified on the Client's policy schedule.
- 8.2. These benefits will be invoiced to the insurer.

9. 2nd Accident Tow / Break-In Tow / Stolen and Recovery Tow

- 9.1. Towing of the vehicle for a second accident tow, can be provided on a fee for service basis only. A second accident tow is defined as a tow that is not from the scene of the accident.
- 9.2. Towing of the vehicle after a break in, or for a vehicle that has been stolen and recovered, can be provided on a fee for service basis only.
- 9.3. No costs will be covered by the company. The cost will be invoiced as part of the claim. Should the Client decide not to register a claim, or the claim is repudiated, the Client will be liable for all costs for the tow as well as any associated costs (storage fees, release fees etc)
- 9.4. All accident towing and related costs will be invoiced to the Insurer.

10. Mechanical and Electrical Breakdown Towing Assistance

- 10.1. Should the insured vehicle become disabled as a result of mechanical or electrical breakdown, the vehicle will be towed to the nearest service/repair facility not exceeding a radius of 250 kilometres (covered up to a maximum of R15 000 per HCV, HCV trailer or bus, per annum) from the scene of the incident within the Republic of South Africa.
- 10.2. Only mechanical and electrical components on the rolling chassis and/or drive line are covered.

11. Exclusions

- 11.1. Only one disablement during any seven-day period will be accepted.
- 11.2. Motorcycles, taxicabs and limousines.
- 11.3. Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles.
- 11.4. Service for any trailer which must be separated from the truck or tractor.
- 11.5. Vehicles located at storage facilities.
- 11.6. Cost of parts, replacement keys, replacement tyres, fluids, lubricants, cost of installation of products, materials, and any additional labour relating to towing.
- 11.7. Any fees relating to the dismount/mounting of a drive shaft.
- 11.8. Tyre repairs.
- 11.9. Tyre replacement at any location other than a roadside disablement site.
- 11.10. Cost of the replacement tyre and its installation.
- 11.11. Any and all taxes or fines.
- 11.12. Non-emergency towing or other non-emergency service including but not limited to mounting or removing of any tyres, off-road tyres, chains or similar items.
- 11.13. Damage or disablement due to flood, fire or vandalism.
- 11.14. Towing from a residence or repair work performed at a service station, garage/dealer or repair facility.
- 11.15. Service on a vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the vehicle if towed or serviced.
- 11.16. Towing by other than a licensed service station or garage, vehicle storage charges, a second tow for the same disablement.
- 11.17. Towing or extraction as a result of a collision or accident is not covered by the HCV Roadside Assist Policy, should you not register a claim with your underlying insurance Policy or if your claim is repudiated you will be liable for the cost of the tow.
- 11.18. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc.

- 11.19. Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.
- 11.20. Towing for the purpose of disposal (e.g., salvage facility).
- 11.21. Transportation for the member to the vehicle for a service or from the vehicle to another destination after the service has been rendered.
- 11.22. Coverage shall not be provided in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the vehicle in the commission of a crime.
- 11.23. Repeated service calls for a vehicle in need of routine maintenance or repair.
- 11.24. Excessive claims for covered services may result in non-renewal or cancellation of the membership.
- 11.25. Services received independently without prior authorization from the Contact Centre.
- 11.26. Service while at scales/weigh bridges.

