



## Vehicle Rental Underwriting Specialists

*Value which stood the test of time.*



*Policy Wording*



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## Introduction

### 1. Welcome to Hollard

This insurance policy intends to give you peace of mind that you will be covered for a rental vehicle when your vehicle is damaged or stolen and you have a successful insurance claim with your underlying insurer. We will pay a claim during the period of insurance on the following conditions:

- Your premiums are paid up to date.
- You give us all the required information. You keep to all the terms and conditions of this policy.
- No exclusions listed in your policy wording or policy schedule apply to the claim.
- Your motor vehicle claim with your underlying insurer is paid out.

### 2. The parties to this policy

This policy is a legal contract between Hollard and the policyholder. Only the policyholder has rights under this policy.

- **The insurer**

'We', 'us' and 'our' refer to **The Hollard Insurance Company Limited (Hollard)**, registration number 1952/003004/06, a Licensed Non-Life Insurer and an authorised Financial Services Provider.

- Certain services and functions are performed by our service providers and administrators, as shown in your policy schedule's disclosure section.
- The words 'we', 'us' and 'our' include our service providers and administrators, even though they are not parties to this policy.

- **The policyholder**

'You' and 'your' refer to the policyholder named in the policy schedule who is the owner of this policy. The policyholder could be a natural person or a juristic entity:

- **Natural person:** If the policyholder is a natural person, then the reference to 'you' and 'your' includes that person's partner and members of their family who are financially dependent on them and permanently live at the same address. If applicable, it includes that person's personal legal representatives.
- **Juristic entity:** If the policyholder named in the policy schedule is a juristic entity (Company, Close Corporation or a Trust) then the reference to 'you' and 'your' includes the directors, members or trustees (as applicable).

### 3. Your policy is a legal contract

Your policy is a legal contract, which includes the proposal form, the policy schedule and the policy wording. You must read your policy wording and the policy schedule together.

- Make sure you understand what you are covered for, what you are not covered for, and what your responsibilities are.
- Any changes that you make to your vehicle rental policy will only be in place once we have agreed to them, and have sent you a new policy schedule.
- This policy wording replaces all previous policy wordings sent to you for this cover. The policy wording will always be the final determining factor if we have a disagreement around meaning or interpretation.

### 4. The proposal form

The proposal form contains the information provided by you, when you asked your broker to insure you under this vehicle rental policy.

- It includes the supporting documents that were requested.
- If you make any changes to the policy after the inception date, the written instruction or telephonic

conversation (if recorded) we had with you when you made the changes, will also be part of this policy.

## 5. The policy wording

The policy wording is this document and includes the terms and conditions.

## 6. The policy schedule

The vehicle rental policy schedule is a separate document and issued with your policy wording. It sets out specific details about the policyholder, premiums, period of insurance, and specific information that is not in the policy wording. If you find any errors on the policy schedule, please contact your broker.

## 7. Rules on interpretation

South African law applies to this policy and only the courts of South Africa may deal with any dispute about this policy.

- The headings in the policy are for reference only and will not affect the meaning of the terms and conditions to which they relate.
- Days refer to ordinary calendar days, including weekends and public holidays.

## 8. Our correspondence with you

- We will assume that you have read and received our correspondence if it was sent to the email address provided in your policy schedule, or if it was sent to you via your broker. If you do not keep to the terms of this policy, we can refuse to accept a claim or cancel your policy.
- We are not bound by any changes unless we agreed to them in writing and have included them into this policy by issuing you with a new policy schedule.
- If we take legal action against you, the summons will be delivered to your physical address as shown in the policy schedule.

## 9. The privacy of your personal information

We care about the privacy, security and online safety of your personal information and we take our responsibility to protect this information very seriously. Below is a summary of how we deal with your personal information. For a more detailed explanation, please read our official Privacy Notice on our website.

- **Processing your personal information:** We have to collect and process some of your personal information in order to provide you with our products and services, and also as required by insurance, tax and other legislation.
- **Sharing your personal information:** We will share your personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about your insurance, claims and premium payments. We do this to assess claims, prevent fraud and to conduct surveys.
- **Protecting your personal information:** We take every reasonable precaution to protect your personal information (including information about your activities) from theft, unauthorised access and disruption of services.
- **Receiving marketing from us:** We will not use your personal information to send you any information about products or offers from Hollard or Hollard's partners. However, we will still send you communications about this product.

## 10. Report and prevent fraud

Fraud affects the insurance industry as a whole. It increases claims costs, which in turn increases premiums. Hollard is committed to prevent fraud and we have our own internal Anti-Fraud policy. Please report any suspicious or unethical activity anonymously on 0801 516 170 (toll free) or via email at [Hollard@tip-offs.com](mailto:Hollard@tip-offs.com).



## General Definitions

<b>Policy inception date</b>	The date on which your cover under this policy first starts, as shown in the policy schedule.
<b>Period of insurance</b>	Any period for which you have paid the premium.
<b>Premium</b>	The amount that you agreed to pay to us in return for cover under this policy, as shown in the policy schedule.
<b>Policy renewal date</b>	The date on which we will review your policy every year, as shown in the policy schedule.

## Additional Information

### 1. About your broker

Hollard has approved the broker, a Financial Services Provider, to market and sell its products. The broker must provide certain information about themselves as well as about the insurer (see 'We', 'us' and our' above). The broker will maintain your policy, communicate with you and be the contact point between yourself and Hollard for claims or policy changes. The broker will receive commission from Hollard. The commission amount is shown in your policy schedule. We may not cancel your policy merely by informing your broker. We must provide a notice to you as required by law.

### 2. About Hollard

Hollard is a Licensed Non-Life insurer and an authorised Financial Services Provider. Hollard is a public unlisted company and has Professional Indemnity insurance and Fidelity Guarantee insurance in place. Hollard receives your premium and is responsible for your claims. You can contact us on the below contact details:

**Postal address:**

PO Box 87419  
Houghton  
2041

**Hollard Head Office:**

Tel: 011 351 5000  
Web: [www.hollard.co.za](http://www.hollard.co.za)

**Physical address:**

Hollard Villa Arcadia  
22 Oxford Road, Parktown  
2193

**Compliance department:** [compliance@hollard.co.za](mailto:compliance@hollard.co.za)

### 3. About CAUA

Hollard appointed Chartered Auto Underwriting Agency (Pty) Ltd (CAUA) to perform certain binder functions on our behalf as set out in a written and signed binder agreement between Hollard and CAUA. The binder functions are:

- Entering into, varying and renewing policies.
- Settling all valid claims.
- Determining policy benefits.
- Determining the premiums.

Hollard pays CAUA a binder fee of 12.5% of the premium for performing the abovementioned functions. CAUA may not reject claims, nor may it cancel policies. This may only be done by Hollard.

CAUA is an authorised Financial Services Provider. CAUA has Professional Indemnity insurance cover in place. CAUA will assist you with any queries on this policy.

Postal address: 59 East Hertford Road, Bryanston, 2191  
Tel: 0861 002 282 (0861 00 CAUA)  
General email address: [info@caua.co.za](mailto:info@caua.co.za)



## How to complain

We hope that you never have reason to complain, but if you do, there are a couple of options available to you. While you may contact the Ombudsman for Short-term Insurance at any time, we would encourage you to please contact your broker first and follow the five-step process below.

### 1. Step 1: Complain to your broker

If you have a complaint about this policy or the service you received from us, please contact your broker to discuss your complaint.

### 2. Step 2: Complain to Chartered Auto Underwriting Agency (Pty) Ltd (CAUA)

Hollard appointed CAUA as a binder holder to administer this policy on its behalf. Should your complaint not be resolved by your broker, please contact CAUA on the contact details below with complaints about policy documentation, premiums or the service received from CAUA or the vehicle rental company.

Tel: 0861 002 282 (0861 00 CAUA)

Email: [info@caua.co.za](mailto:info@caua.co.za)

### 3. Step 3: Complain to Hollard

Should your complaint not be resolved by your broker or CAUA, please contact us on our dedicated complaints contact details and we will do our best to find a solution to your complaint. If we do not accept a claim or if you don't agree with the amount of the claim, you may ask us to review our decision within 90 days of the date that you received our decision.

Hollard Insure Complaints Team  
The Hollard Insurance Company Limited  
PO Box 87419  
Houghton 2041

Tel: 011 351 2200 on weekdays between 8am and 5pm

Email: [hollardinsurecomplaints@hollard.co.za](mailto:hollardinsurecomplaints@hollard.co.za)

### 4. Step 4: Complain to Hollard's Internal Adjudicator

If you are still unhappy after you have asked us to review our claims decision, you may email Hollard's Office of the Internal Adjudicator (OIA). The Internal Adjudicator will investigate your complaint objectively.

Email: [oia@hollard.co.za](mailto:oia@hollard.co.za)

Tel: 011 351 5652

Fax: 011 351 0801

### 5. Step 5: Complain to the Ombuds

In the unlikely event that you are still unhappy after following the steps above, you may send your complaint to the following Ombuds, depending on the nature of your complaint.

#### Complaints on how this policy was sold to you

If you have a complaint about how this policy was sold to you and your complaint is not resolved to your satisfaction by your broker or Hollard, you may contact the FAIS Ombud. You must do so within six months after receipt of the final response to your complaint from your broker or from Hollard.

#### **The FAIS Ombud**

PO Box 74571  
Lynnwood Ridge, 0040  
Erasmuskloof, Pretoria, 0048  
Tel: 012 470 9080 or 012 762 5000  
Fax: 011 726 5501

#### **The FAIS Ombud**

Kasteel Park Office Park  
Orange Building, 2nd Floor  
c/o Nossob & Jochemus Street  
Email: [info@faisombud.co.za](mailto:info@faisombud.co.za)  
Web: [www.faisombud.co.za](http://www.faisombud.co.za)

Complaints on anything else

The Ombudsman for Short-term Insurance provides a free and speedy complaints resolution process, and you may send your complaint to the Ombudsman on the following details:

**The Ombudsman for Short-term Insurance**

PO Box 32334  
Braamfontein  
2017

Tel: 011 726 8900

Fax: 011 726 5501

Email: [info@osti.co.za](mailto:info@osti.co.za)

Web: [www.osti.co.za](http://www.osti.co.za)

**6. Step 6: Take legal action**

You may take legal action against us within 270 days of the date that you received our claims decision. To take legal action, summons must be served on us. If this is not done in time, you will lose your right to claim and we will no longer be responsible for that claim. You may also choose to take legal action against us without first asking us to review our claims decision or contacting the Ombudsman for Short-term Insurance. If you take legal action against us before contacting the Ombudsman for Short-term Insurance, you can only approach them for assistance after you have withdrawn the summons against us.





## What we cover you for

### 1. When we will arrange a rental vehicle

We will arrange a rental vehicle for you if your vehicle is damaged or stolen, and you have a valid claim under your underlying motor vehicle insurance policy, except for windscreen or glass claims. The following conditions apply:

- You are only covered within the borders of South Africa.
- Cover is subject to the availability of vehicles at the vehicle rental company at the time of claim.
- Cover is limited to the vehicle hire group selected and shown in your policy schedule.
- If your vehicle is still drivable, the rental vehicle is only available from the date that your vehicle is dropped off at the repairer.
- You may use the rental vehicle from the date your claim is accepted by your underlying insurer until the earliest of the following:
  - The end of the number of days you chose as shown in your policy schedule.
  - The date that the repairs on your vehicle are finalised.
  - The date that your insurer for your underlying motor vehicle insurance settles a claim for a total loss.
  - The date that your vehicle is returned to you, if it is recovered after theft or hijacking.
  - The date that your claim is rejected by your insurer for your underlying motor vehicle insurance.
- If your claim is rejected by your insurer for your underlying motor vehicle insurance you must pay us back any costs that we have incurred.

### 2. What the rental vehicle benefit includes

The rental vehicle benefit includes the rental of a vehicle which is listed in the vehicle hire group that you chose, as shown in your policy schedule as well as all of the following:

- Unlimited kilometers.
- Airport surcharge for rentals from an airport.
- Tourism levies.

### 3. What is not covered

You are responsible for all of the following costs:

- The admin fee charged by the vehicle rental company, the contract fee, refundable fuel deposit and toll costs.
- Fuel and lubricants.
- The insurance excess charged by the vehicle rental company for loss or damage to the rental vehicle.
- Traffic or speeding fines while the rental vehicle is in the driver's custody and control. This includes the administration fees for traffic fines.
- Costs after the rental vehicle has been in the driver's custody and control for longer than allowed.
- Delivery or collection or any costs concerning the delivery or collection of the vehicle.
- One-way drop off fee – if you return the vehicle to another branch.
- The cost for more than two declared drivers.
- Accident administration fees.
- Administration fees after breakage of windscreens, windows or tyre damage.
- Water and undercarriage damage.
- Any other costs associated with the operation of the rental vehicle.
- The difference in costs between the vehicle hire group you selected and a more expensive vehicle hire group.

#### 4. Special conditions

- You must sign all documentation required by the vehicle rental company because the rental agreement is between you and the vehicle rental company. Make sure you are fully aware of the terms and conditions of the rental agreement to avoid not having cover in the event of loss or damage.
- Only the person that received permission from the vehicle rental company may drive the rental vehicle. That person must be in the possession of a valid driver's licence which must be presented to the vehicle rental company. A valid driver's licence is a licence that has not been cancelled, suspended or endorsed.
- If it is agreed that a second driver is allowed, then this driver must also be in possession of a valid driver's licence which must be presented to the vehicle rental company.
- We will not pay the cost of the rental vehicle if you do not keep to the terms, conditions and insurance requirements of the vehicle rental company.



## When and how to pay your premiums

All premiums must be paid in advance, monthly or annually, as shown in the policy schedule. We may change the premium after a policy change, a claim or on the policy renewal date. Premiums must be paid in South African rands only.

### 1. Monthly premiums

#### 1.1 Debit order date

Your premium is due on your chosen debit order date, but your cover runs for a calendar month.

- **First debit order:** Your first debit order may or may not fall on your chosen debit order date as explained below:
  - If your policy inception date and your chosen debit order date is on the first of the month, we will debit your account on the first of the month with your full premium for cover from the first of the month until the last day of the month.
  - If your policy inception date is not on the first of the month, then you must pay a pro-rata premium for cover from your policy inception date until the last day of the month. You may ask us:
    - to debit your account with the pro-rata premium on an earlier date than your chosen debit order date; or
    - to debit your account with the total of your pro-rata premium plus your first month's full premium on your chosen debit order date.
  - If your first debit order fails, this policy will not start and you will not be covered.
- **Subsequent debit orders:** After your first debit order, we will cover you from the first of every subsequent month to the end of the month as long as you have paid the premium for that month.
- **Working days only:** If your debit order date falls on a Sunday or public holiday, we will debit your bank account on the first working day before or after the Sunday or public holiday.

#### 1.2 Grace period

From the second month of cover, we allow a one month grace period (extra time) for you to pay your premium. We will not pay any valid claims that happen during the grace period, unless you pay the outstanding premium within the grace period.

#### 1.3 Rejected and stopped debit orders

- If a debit order is rejected because of insufficient funds, we will debit your bank account with two months' premium on your next debit order date.
- If that collection is successful, your policy will continue.
- If that collection is not successful, your policy will end on midnight of the last day of the calendar month for which premium was received.
- If you stop a debit order directly with your bank we will not attempt another collection. Your policy will end on midnight of the last day of the calendar month for which premium was received.

#### 1.4 Changes to your policy

If you make a change to your policy which affects your monthly premium, the following applies:

- **Changes effective on the first of the month:** We will amend your monthly debit order with the new premium.
- **Changes effective on any other day of the month:** Because your cover runs for a calendar month, it means that there will be a pro-rata premium due to amend your cover from the effective date of the change until the last day of the month. We will amend your monthly debit order with the new premium and we will deal with the pro-rata portion as follows:

- **Reduction to your monthly premium:** If the change reduces your monthly premium, we will reduce your next debit order with the portion of the premium we owe you for cover until the last day of the month (the pro-rata premium).
- **Increases to your monthly premium:** If the change increases your monthly premium, we will increase your debit order with the portion of the premium you owe us for cover until the last day of the month (the pro rata premium).

### 1.5 If cover ends

If your cover ends because you cancel it or we cancel it, we will pay back that portion of the monthly premium which relates to the period after the date the cover ended. We have the right to keep a small portion of any premiums we refund to you, to cover our costs.

## 2. Annual premiums

### 2.1 EFT or direct deposit

You must pay your annual premium via electronic fund transfer or direct deposit. Your broker will provide you with the relevant banking details.

### 2.2 Period of insurance

Your cover is in place for 12 months after your policy inception date and each subsequent policy renewal date once you have paid your premium.

### 2.3 Grace period

We allow a one month grace period (extra time) from your policy inception date and each policy renewal date for you to pay your annual premium.

- **Policy inception date:** If your first annual premium is not received within one month after your policy inception date, this policy will not start and you will not be covered.
- **Policy renewal date:** If any following annual premiums are not received within one month after your policy renewal date, your policy will end on the last day of the previous period of insurance.
- **Claims during the grace period:** We will not pay any valid claims that happen during the grace period of one month, unless you pay the outstanding premium within the grace period.

### 2.4 Changes to your policy

If you make a change to your policy during the period of insurance which affects your annual premium, the following applies:

- **Reduction to your annual premium:** If the change reduces your annual premium, we will pay back the portion of the premium we owe you.
- **Increases to your annual premium:** If the change increases your annual premium, you must pay a pro-rata premium. This pro-rata premium will cover you from the effective date of the change, until your next policy renewal date. You must pay the pro-rata premium within one month after the effective date of the change.

### 2.5 If cover ends

If your cover ends because you cancel it or we cancel it, we will pay back that portion of the annual premium which relates to the period after the date the cover ended. We have the right to keep a small portion of any premiums we refund to you, to cover our costs.



## When policy conditions change

We will send you an notice at least 31 days before the effective date of any changes we make.

**1. We will renew your policy every year on your policy renewal date**

- When we review your premium, we consider several different factors, like environmental changes and inflation.
- Unless you tell us that you do not want to continue with this policy, we will automatically renew your policy on the terms shown in the updated policy schedule and policy wording.

**2. We may make changes to your policy**

- We may change the terms and conditions of this policy at any time, and not just on your policy renewal date. A change might affect your premium.
- If legislation changes, this policy will be aligned with the change, until such time as the policy wording is updated.

**3. You may make changes to your policy**

- Any changes you ask us to make may affect your premium. Changes will only be in place once we have agreed to them and have sent you a new policy schedule.
- If we agree to change some policy requirements, it does not mean that we have agreed generally to change all the requirements.

## Your responsibilities

### 1. You must comply with the terms and conditions

You must comply with all the rules, terms, conditions, your responsibilities and the claims process shown in your policy wording and policy schedule.

### 2. You must give us all material information

Material information is essential information which can influence our decision whether to accept a risk at inception or during the period of insurance, to apply more conditions or to change your premium. You must give us all material information, and tell us within 21 days from the date that any material information changes.

- If any of your information is incomplete or incorrect at any time, our decision was based on incorrect information. This means we may not have agreed to cover or continue to provide cover with your current premium or conditions.
  - We may cancel your policy from the date that you gave us incorrect information, or since there was a change in the risk that you did not tell us about. If we cancel, you lose your right to claim and we will refund the premiums we received after the cancellation date, less the claims amount we may have paid.
  - If we do not cancel your cover, we may then apply special conditions.

### 3. You must be honest

All dealings about this policy must be done honestly and in good faith. You will lose your right to claim if you are dishonest, exaggerate or inflate claims, provide false evidence in support of a claim, misrepresent any information or take part in any criminal activity. If you are involved in fraudulent behaviour, we will cancel your policy from the date of the fraud, and we will not refund any premiums we have received. We may also take legal steps to recover any expenses from you.

### 4. You may not transfer your rights to another person

This policy does not give any rights to any person other than the policyholder. You may not transfer your rights to the rental vehicle provided under this policy to another person. If you try to transfer the rights to another person, we will not recognise that contract. We will continue our contract with you as if you had not contracted with someone else.



## Claiming under this policy

### 1. How to claim

#### 1.1 Step 1: Tell us right away

Contact your broker to notify us of a claim as soon as possible, but not later than 30 days after the event. You must complete all forms and submit the forms together with all the required information to your broker.

#### 1.2 Step 2: Pick up the rental vehicle

We will tell you at which vehicle rental company branch you can pick up your rental vehicle.

#### 1.3 Step 3: Sign the rental agreement

Sign the rental agreement with the vehicle rental company and familiarise yourself with the terms and conditions.

#### 1.4 Step 4: Return the rental vehicle

Return the rental vehicle to the the vehicle rental company branch where you collected it as per the timelines explained under **What we cover you for**.

#### 1.5 Claims costs

Unless we specifically offer to pay or make provision for payment, the entire claim procedure above is done at your own expense.

#### 1.6 If you don't follow the claims steps

If the above steps are not followed, or you do not send us the information we ask for within the reasonable time we gave you, we may reject your claim.

### 2. How we may settle your claim

We will arrange for you to rent the vehicle and pay the cost of your rental vehicle directly to the vehicle rental company, we will not make any payment to you.

### 3. How we calculate the claim settlement amount

#### 3.1 Dual insurance

Your claim settlement amount may be affected if you have more than one vehicle rental insurance policy in place that covers you for vehicle rental. If this is the case then the cost of the rental vehicle will be split proportionally between the different policies. You must tell us if you have another policy that covers you for vehicle rental.

#### 3.2 Interest

We do not pay interest on any amount due by us unless ordered to do so by a South African court of law or agreed arbitrator.

### 4. We will never pay more than the cost of renting a vehicle

We will never pay out more than the the cost of the renting a vehicle.

### 5. Our responsibility ends afer we have paid a claim

Once we have paid a claim, we have met our responsibilities to you under this policy. We will not be responsible for any other costs relating to that claim.

### 6. If you do not agree with our claims decision

Please refer to the process explained under **How to complain**.

## Ending cover under this policy

### 1. When your policy ends

Your entire policy (the legal contract between Hollard and the policyholder) ends when any of the following events happen:

- You do not pay the premiums due under this policy as explained under the **When and how to pay your premiums** section.
- We cancel this policy as shown in the sections **Your responsibilities: You must give us all material information** and **You must be honest**.
- We cancel the policy by giving you at least 31 days' written notice. Our notice may include a condition that you must comply with to prevent cancellation.
- You ask us to cancel the policy.





**Vehicle Rental Underwriting Specialists**

*Value which stood the test of time.*

Chartered Auto Underwriting Agency (Pty) Ltd is an authorised Financial Services Provider  
Company Reg. No. 1998/008998/07

Tel: 086 100 2282 | Tel: 086 100 CAUA | Fax: 086 100 228359  
East Hertford Road, Bryanston, Sandton, 2191

[www.caua.co.za](http://www.caua.co.za)

**Hollard.**

Underwritten by The Hollard Insurance Company Limited (Reg. No. 1952/003004/06),  
a Licensed Non-Life Insurer and an authorised Financial Services Provider