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UTILITY
VEHICLES

Rise

mahindra

MECHANICAL WARRANTY

MAHINDRA SHIELD
CHROME



Powered by:



Warranties



> Mahindra Shield – Chrome



Powered by:  Warranties



POLICY DOCUMENT

The Insurer:

Lombard Insurance Company Ltd.
4th Floor, 22 Wellington Road, Parktown,
Johannesburg, Gauteng,
South Africa, 2193
Tel: (011) 551 0600
Web: www.lombardins.com
VAT No.: 4360121331
FSP No.: 1596

The Underwriting Manager: (Binder Holder)

Advantage Motor Protector (Pty) Ltd.
PO Box 2184, Florida Hills, 1716
AMA Africa House, The Braes Office Park,
193 Bryanston Drive, Bryanston, 2021
Tel: 0860 267 267
Web: www.aawarranties.co.za
VAT No.: 4500194966
FSP No.: 45942

The Intermediary:

The authorised financial services provider as stated on the Policy Schedule and as Represented by the dealer.

The Insured:

The person or business entity as stated on the Policy Schedule.

Territorial limits:

Insured Vehicles are covered in the Republic of South Africa (South Africa), Namibia, Botswana, Swaziland and Lesotho and is subject to the exclusive jurisdiction of the courts of South Africa. If Your claim is valid and in line with the terms and conditions of the policy, any payment will be in South African currency, into a bank account held in South Africa.

The Insured Vehicle:

As stated on the Policy Schedule.

Limit of Indemnity:

As stated in the Limits of Indemnity table.

Period of Insurance:

As stated on the Policy Schedule.

Effective Date of the Policy

The policy will start on the date the policy was purchased or, the date on which the manufacturer's warranty expires, provided any identified fault in the pre-inspection report has been rectified, and has a full-service history, as per the manufacturer's specifications.

New or Demo Vehicles

New Vehicles are vehicles listed under: **Vehicles that are eligible for cover**, that have been sold by the dealer as New or Demo vehicles, and that have not previously been registered.

Used Vehicles

Used Vehicles are vehicles listed under: **Vehicles that are eligible for cover**, that are not New Vehicles, and have a full service history, as per the manufacturer's specifications.

Dealer:

The dealer who sold the vehicle to the Insured.



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INTRODUCTION

The policy terms and conditions and the information You have provided, once it is accepted by Us, forms the contract of insurance between You (the Insured) and Lombard Insurance Company Limited (the Insurer). The policy is administered by Advantage Motor Protector (Pty) Ltd, (the Administrator), trading as AA Warranties. In return for Your premium and providing that You comply with the terms and conditions of the policy, We will provide the cover described.

Insurer

Lombard Insurance Company Ltd (Registration Number: 1990/001253/06) (the Insurer) underwrites the benefits of the Policy. The policy conforms to the requirements of the Short-Term Insurance Act 1998 (as amended) and in no way detracts from Your common-law rights.

Lombard appoints Advantage Motor Protector in its capacity as the Underwriting Manager as its binder holder. On receipt of a fully completed Policy Schedule and the

requisite premium from the Intermediary, the Insurer will accept the risk if the Insured complies with the policy conditions as set out in the policy.

Underwriting Manager

Advantage Motor Protector administers all policies on behalf of the Insurer and undertakes to do so in accordance with the terms and conditions as laid out in the policy document. In the event of any claim or query regarding the policy, please contact the Underwriting Manager.

DEFINITIONS

Authorised Mahindra Dealerships

Mahindra, their Branch Dealer or their service centres that offer full repair and service facilities. These include dealerships that are appointed as service agents by the vehicle Manufacturer, dealerships that have been approved by the vehicle manufacturer.

Breakdown and / or Failure

The sudden and unforeseen actual breaking or shorting-out of any of the covered mechanical or electrical components or components listed, arising from mechanical or electrical defect, causing them to suddenly stop functioning, needing repair or replacement.

Please note: Break/broken refers to components that are physically and forcibly cracked, split, fragmented or separated into pieces, and are not functional.

Claims Limit

The individual claim limits that apply to Your policy are listed in the Limits of Indemnity table. The total claim aggregate cannot exceed the current trade value of Your Insured Vehicle.

Cost of Repair

The usual and reasonable, market-related charges for components and/or labour required to repair or replace the damaged, covered component.

Limits of Indemnity

The maximum claimable amount We will pay will be market-related up to the covered component limit (whichever is the lesser), applicable to Your Insured Vehicle and policy option, that are attributable to one original source or occurrence, and that are listed in the Limits of Indemnity. This limit may not always cover the full replacement cost of the applicable component.

Preventative Maintenance

The replacing or repair of worn parts to avoid or prevent Breakdown or Failure.

Resultant Damage

Any further or additional losses incurred directly or indirectly as a result of damage to any covered or non-covered component.

Wear and Tear

The gradual reduction in operating performance commensurate with the age or mileage travelled of the Insured Vehicle.

In this policy, We, Us and Our refers to Advantage Motor Protector (Pty) Limited and / or Lombard Insurance Company Limited. You and Your refers to the Insured.



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YOUR COVER

Benefits

The repair or replacement of a covered component, due to a sudden Breakdown or Failure that occurs during the period of this policy, listed under the Scope of Cover and Limits of Indemnity table for specific plan options.

Vehicles that are eligible for cover:

Vehicles that are still under 24 months old from date of first registration; have travelled less than 160 000km as at the Date the Policy is purchased and, have a full service history, as per the manufacturer's specifications will be eligible. Passenger, 4x4 and light commercial vehicles with a gross vehicle mass (GVM) not exceeding 3 500 kg, in a roadworthy condition and as identified on the Policy Schedule.

Vehicles excluded from cover:

- Vehicles older than 10 (ten) years current model and 9 (nine) prior model years as at the Effective Date of the Policy;
- Vehicles that have travelled more than 160,000km as at the Effective Date of the Policy;
- Vehicles that do not have a full service history, as per the manufacturer's specification, on the Date the Policy incept;
- Vehicles that have been modified in any way from the manufacturer's specification;
- Vehicles used as taxis, rental or reward vehicles, courier vehicles, fare-paying passenger vehicles, driving tuition vehicles, emergency vehicles, goods delivery vehicles, security vehicles, rebuilt vehicles (CODE 3), modified vehicles (including turbo conversions) and vehicles that are, or have been, used in any form of motoring competition;
- Vehicles sold and accepted in a specific condition and/or without a roadworthy certificate; and,
- Recovered stolen vehicles.

Please Note: If Your vehicle falls into any of the above ineligible categories please contact Us to refund Your premium paid, subject to there being no claims paid against the policy.

Vehicle Categories

Vehicles are categorised. Please see the Limits of Indemnity table, which identifies the components covered and the maximum benefit limits that apply.

Plan Options:

On all plan types there are options for the following vehicle categories:

- **Chrome** - All eligible vehicles, with all applicable servicing.
 - New or Demo Vehicles (see Definitions), a full service history, as per the manufacturer's specification, on the Date the Policy incept.
 - Used Vehicles (see Definitions), a full service history, as per the manufacturer's specification, on the Date the Policy incept.



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SCOPE OF COVER

This is the complete list of components covered under this policy. For maximum benefit limits please refer to the Limits of Indemnity table.

Engine	Pistons, gudgeon pins, piston rings, crankshaft main and big end bearings, oil pump, connecting rods, camshaft, cam followers, bushes, valve operating mechanism, valves, valve guides, and complete overhaul gasket set only, excluding cracked cylinder heads, cylinder block and the variable valve timing unit.
Management system	ECU for engine and transmission only.
Transmission	Gearbox: Manual Gearbox: Gears, shafts, ring gear, synchro hubs, bearings, and bushes only, excluding accident damage. Automatic Gearbox: Torque converter, gears, oil pump and drums only.
	Mechatronics: Complete unit, including electroplate and valve body/valve block assembly and all solenoids only.
Drive Train	Differential: Crown wheel and pinion, differential assembly, bearings, bushes, and all internal drive unit components only.
	Drive shafts: Half shafts, side shafts, CV joints and prop shafts only, excluding propeller shaft tube and balancing.
	Transaxle: All internal components, including gears, shafts, ring gear, synchro hubs, bearings, bushes, crown wheel and pinion, differential assembly, and all
	internal drive unit components only.

ADDITIONAL BENEFITS

Strip and quote:

If the Breakdown or Failure is covered by this policy, the cost of stripping for quoting purposes will be included in the labour portion of the benefit limit for the covered component. If the Breakdown or Failure is not covered, the cost of stripping for quoting purposes will be covered under **Strip and quote** up to the limit stated in the Limits of Indemnity table.

Roadside assistance:

Your emergency roadside assistance benefits are provided by the AA, to the benefit levels listed in the Limits of Indemnity table. Please note the utilisation limits that apply to each of the services as listed below, and the benefit limits in the Limits of Indemnity table. All benefits will be paid for by Us unless otherwise stated however, Your benefits amounts will not apply if You do not arrange the services with the AA.

For access to Your emergency roadside assistance benefits, please call the AA on **0861 002 273** (24/7) and for claims information, see details in the section: **How to Claim**.

Tow-in: If Your Insured Vehicle suffers a Breakdown or Failure of a covered component and is unable to be driven, the AA will arrange for Your Insured Vehicle to be towed to the nearest **Authorised Mahindra Dealerships** or, if after hours, to a secure overnight facility only. This does not include the cost of towing Your Insured Vehicle from one repairer to another. This benefit is limited to two (2) tow-ins per annum and one (1) tow-in per claim. Please note the benefit limit in the Limits of Indemnity table, all other costs will be for Your account.

Overnight accommodation: If Your Insured Vehicle suffers a Breakdown or Failure of a covered component more than 100 km from Your place of residence, and is unable to be driven, We will pay for overnight accommodation, subject to Your Insured Vehicle not being able to be repaired the same day, and You forfeiting the car hire option. Cover excludes food and beverages. We will pay up to the benefit limit in the Limits of Indemnity table for overnight accommodation only, all other costs will be for Your account.



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Car hire: This benefit is limited to one of the options below per policy term and is subject to You qualifying for a rental vehicle under the car rental company's general terms and conditions. Both options exclude fuel, toll fees, insurance and/or delivery costs. The hired vehicle will be a Group B vehicle in all instances, and is subject to availability. For benefit limit see Limits of Indemnity table.

Option A: If Your Insured Vehicle suffers a Breakdown or Failure of a covered component more than 100 km from Your place of residence, and is unable to be driven, We will pay for 24-hour car hire to complete Your journey or to travel back to Your place of residence. This benefit is provided only if Your Insured Vehicle is unable to be repaired the same day, and You forfeit the overnight accommodation option.

Option B: If Your Insured Vehicle suffers a Breakdown or Failure of a covered component and repairs cannot be completed within 48 (forty-eight) hours, excluding weekends and public holidays, from the date of authorisation of Your claim We will pay for car hire for the period You are without Your Insured Vehicle, up to the benefit limit stated in the Limits of Indemnity table. Delays due to non-availability of components are specifically excluded.

AA Patrol and Battery Services: These services effect on-the-spot mobility at the side of the road in the event Your Insured Vehicle suffers a Breakdown or Failure of a covered component. These services are only available in urban areas and are provided under the tow-in benefit. You are limited to 2 (two) callouts per year unless stated otherwise. Any callouts over and above these limits are for Your account. The services are available 24/7.

Changing a flat tyre: In the event Your Insured Vehicle suffers a flat tyre, and You have a serviceable replacement tyre, AA Patrol and Battery Services will change Your tyre. If You do not have a serviceable tyre, a tow-in service will be provided under Your tow-in benefit.

Emergency fuel: In the event Your Insured Vehicle runs out of fuel, AA Patrol and Battery Services will arrange for 10 (ten) litres of fuel to be delivered to Your Insured Vehicle to enable You to reach the nearest service station. The cost of the fuel will be for Your account.

Battery failure and/or replacement: In the event Your Insured Vehicle's battery is dead and You cannot start the vehicle, AA Patrol and Battery Services will assist in jump-starting the vehicle for You. If a replacement battery is required, this can be provided by the patrol vehicle and the cost will be for Your account. This service is only available in metropolitan areas.

Key lock out service: If the keys for Your Insured Vehicle are accidentally locked inside, AA Patrol and Battery Services will request the services of a locksmith to retrieve Your keys. The benefit is limited to R550 including VAT and 1 (one) incident per annum.

LIMITS OF INDEMNITY

The benefit limits payable for covered components are determined according to the **Plan Option** selected and as stated on the Policy Schedule. Please see the Limits of Liability table below, which clearly shows all the components covered for each option and their applicable benefit limits.

Limits of Indemnity table (VAT inclusive)

SCOPE OF COVER	MAXIMUM BENEFIT INCL VAT
ENGINE	Unlimited
MANAGEMENT SYSTEM	Unlimited
TRANSMISSION	Unlimited
DRIVE TRAIN	Unlimited
STRIP AND QUOTE	R1 250
CAR RENTAL	R1 000
OVERNIGHT ACCOMMODATION	R1 000
TOW IN	R1 200
CONSUMABLES, LUBRICANTS & FLUIDS	R650



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Important Notes:

- The level of cover You can take out is determined on the date Your Policy was purchased.
- It is important that You ensure Your Insured Vehicle is the correct age and kilometres travelled at date of purchase of this policy to be eligible. If it is found at claim stage that the vehicle was older, or had travelled more than the stipulated kilometres, Your policy will automatically be cancelled, and no claims will be accepted.
- The individual claim benefit limit that applies is specified in the Limits of Indemnity table and is inclusive of labour, at the hourly rate agreed each year with **Authorised Mahindra Dealerships**, and VAT. If the repairer is not VAT registered however, the benefit will be paid out excluding VAT.
- The benefit limit may not always cover the full replacement cost of the applicable component. Any difference between the market related cost and the full replacement cost will be for Your account.
- If more than one mechanical breakdown or electrical failure is claimed for at the same time, they will be treated as one claim, and the higher of the two benefit limits will apply.
- This policy does not cover wear and tear.
- This policy provides cover as noted, for a period of 24 months only.

YOUR RESPONSIBILITIES

1. To ensure that any claims You make are considered, You must follow these specific conditions:

1.1 Take good care of Your Insured Vehicle

You must do all that is required to maintain Your Insured Vehicle and keep it in a proper and efficient state of repair, this includes:

- The proper and efficient servicing and maintenance of Your Insured Vehicle.
- Ensuring Your Insured Vehicle remains in a roadworthy condition in accordance with South African law including the National Road Traffic Act 93 of 1996 as amended from time to time.
- You must immediately stop using Your Insured vehicle if it suffers a Breakdown or Failure, or if a Breakdown or Failure is imminent, if the warning lights come on, or if it starts making strange noises, and protect the vehicle from any further loss or damage.
- If a Breakdown or Failure occurs, You must supply Us with any documents We require, and You must follow the instructions detailed in the section: **How to Claim**.
- You must not misuse or abuse Your Insured Vehicle.

1.2 Service Your Insured Vehicle

You must ensure that You:

- Service and maintain Your Insured Vehicle at a franchise dealer or manufacturer approved service centre, in accordance with the manufacturer's specifications relative to its age and kilometers, or at least once per annum if the required kilometers have not been driven in any one year. If you do not do this, any claim You make will not be valid and Your claim will be repudiated, even if the failed component is not a routinely maintained part.
- A service run-over of 1,500km or 30 (thirty) days, whichever occurs first, will be allowed either side of the service interval, regardless of the manufacturer's service run-over period. If this service run-over is exceeded by either mileage or time, any claim You make to any routinely serviced lubricated component, including (but not limited to), engine, gearbox, and differential, will not be valid and Your claim will be repudiated.
- If Your Insured Vehicle does not have an up-to-date manufacturer's service history and/or the vehicle was not serviced by the Dealer prior to purchase, it is Your responsibility to have the vehicle serviced within thirty (30) days of buying this policy, in accordance with the manufacturer's specifications relative to the age and kilometers of Your Insured Vehicle, to activate the cover provided by the policy. If this is not done, the policy will be invalid, and any claims made against it will be repudiated.
- Where the service intervals for Your Insured Vehicle are not in line with the manufacturer's specifications relative to its age and kilometers at the time You purchase this policy, it is Your responsibility to ensure that this is rectified within thirty (30) days and service intervals are brought back inline and maintained. If this is not done, all claims You make against Your policy will be repudiated and Your Insured Vehicle will be ineligible for cover.
- If You do not continue to service Your Insured Vehicle as per the requirements, You will be in breach of the policy conditions, and any claims You make against this policy will be repudiated.
- You must retain all the original servicing tax invoices, indicating Your Insured Vehicle's details, Your policy number and the current odometer reading as proof of service history, as these will be required in the event of a claim.
- No self-servicing is allowed.



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- Where the Insured Vehicle is fitted with a computer service monitoring device, documentary proof of cancellation of the service alert must be submitted together with the tax invoice for the actual service.
- To ensure Your Insured Vehicle remains within the service parameters detailed above, it is Your responsibility to ensure that the mileage You provided on the date You purchased Your policy is correct and accurate.

1.3 Approved service dealerships

Services must be carried out at **Authorised Mahindra Dealerships** that offer full repair and service facilities. These include dealerships that are appointed as service agents by the vehicle Manufacturer, dealerships that have been approved by the vehicle manufacturer.

1.4 Diesel pump and injectors

You must ensure that the diesel pump and injectors are calibrated as per the manufacturer's specifications. A failure resulting from incorrect calibration will result in the claim being repudiated.

1.5 Cambelt and tensioners

You must ensure that the cambelt and tensioners are replaced as per the manufacturer's specifications. A failure resulting from these not being replaced will result in the claim being repudiated.

1.6 Rebuild and modifications

You are responsible for ensuring that Your Insured Vehicle has not been rebuilt or modified, and meets the manufacturer's approved specifications, or any failure will result in Your claim being repudiated.

HOW TO CLAIM

2. Follow these instructions to ensure Your claims are managed quickly and efficiently:

2.1. For all claims

How to report a claim: You must report all claims to the Claims Department immediately. If the covered Breakdown or Failure happens after hours, on a weekend or public holiday, it must be reported the next working day.

As soon as You become aware of a Breakdown or Failure, You must check the under the **Scope of Cover** section of Your policy to see if the component is covered. You can also check the Limits of Indemnity to see what the maximum benefit limit is for that component.

You must **immediately** stop using Your Insured vehicle if it suffers a Breakdown or Failure, or if a Breakdown or Failure is imminent, if the warning lights come on, or if it starts making strange noises, and protect the vehicle from any further loss or damage.

You must at all times take every reasonable means and precaution to protect Your Insured Vehicle from any further loss or damage. If You take any deliberate risk that results in loss or damage that may give rise to a claim, You may forfeit the right to claim in terms of Your policy.

You must report all claims to Us before You undertake any repair or replacement, otherwise Your claim will not be covered. To register the claim, either:

- Contact Us on 0860 267 267 weekdays, between 8am and 5pm, and select option 2.
- Log Your claim directly on Our website at www.aawarranties.co.za/claims

You will need to have the following information handy:

- Your name, contact number and policy number;
- Your Policy number and Policy Wording
- the nature of Your Insured Vehicle's Breakdown or Failure;
- the kilometre reading of Your Insured Vehicle at the time of the Breakdown or Failure;
- the address and contact details of where Your Insured Vehicle can be inspected; and
- copies of all service history tax invoices from the date of inception of Your policy until the date of Your claim, as required by the terms of this policy.

How to arrange repairs: You must deliver Your Insured Vehicle to one of the **Authorised Mahindra Dealerships** immediately on becoming aware of the Breakdown or Failure, or if after hours, on a weekend or public holiday, it must be delivered the next working day, otherwise Your claim will not be accepted.

If there is no **Authorised Mahindra Dealerships** in Your area call Our Claims Department on **0860 267 267** weekdays, between 8am and 5pm, and select option 2 (two).



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How to arrange a tow: If Your Insured Vehicle is not driveable, call the AA on **0861 002 273** (24/7) to arrange a tow. They will tow Your Insured Vehicle to the nearest **Authorised Mahindra Dealerships**. Do not attempt to arrange a tow through any other service provider as this will invalidate Your warranty policy tow benefit claim.

How to get a quote for repair: The repairer will identify the component causing the Breakdown or Failure and provide a quote for repairs. This must be emailed to Us at: MahindraClaims@AAWarranties.co.za.

How We approve the repair: Once We receive the quote We will determine if the component is covered and the benefit amount that We will pay, up to the maximum amount stated in the Limits of Indemnity table. We will then send You confirmation via SMS.

If You need to extend the authorisation period: If you are unable to have the repair completed within this 90 day authorisation period, You must apply to Us in writing to request an extension and provide the reasons. If We agree to extend the period, which will not exceed 30 days, We will confirm the new authorisation period in writing, including the terms and conditions which will apply to this extension. See the requirements under:

1.1 Take good care of Your Insured Vehicle.

If We repudiate the claim: If the repair is not approved, We will contact You and provide the reasons for the repudiation. If any claim You submit is repudiated on the basis that the component is not broken (refer definition of Breakdown and/or Failure), and You subsequently fail to maintain that component, allowing it to break, You will forfeit the right to claim for that component in terms of Your policy.

You must at all times, take every reasonable means and precaution to protect Your Insured Vehicle from any further loss or damage. If You take any deliberate risk that results in loss or damage that may give rise to a claim, You will forfeit the right to claim in terms of Your policy.

If any claim You submit is repudiated on the basis that the component is not broken (refer definition of Breakdown and/or Failure), and You subsequently fail to maintain that component allowing it to later break or cause resultant damage to any other insured component, You will forfeit the right to claim for the component/s in terms of Your policy.

Finalising the repair: When the authorised repair/s have been completed, the repairer must send their invoice to payments@ampwarranty.co.za along with the release note, signed by You. This allows You to approve the repairs to Your Insured Vehicle and gives Us the authority to pay the repairer. We will only pay for the amount covered by Your policy and confirmed with You and the repairer. Any balance will be for Your account. Only invoices submitted within 90 days of the authorised repair will be paid, unless the claim is the subject of pending legal action, or You have requested an extension in writing and we have agreed in writing. See above: **If You need to extend the authorisation period.**

If You have a claims dispute: If Your claim has been repudiated or the amount disputed, You have 90 days after receipt of the repudiation letter to make representations to the Insurer regarding Our decision.

You have a further 6 months to institute legal action against the Insurer after the expiry of the 90 days referred to above. Failing which, You will forfeit Your claim.

You also have the right to lodge a complaint with the short-term insurance Ombudsman, whose contact details can be found in the **Disclosure Notice**.

Please note: We are not liable for any faults in workmanship and/or materials that We pay for as a result of a claim. Any Breakdown and/or Failure within the Workshop Guarantee Period, from the date of settlement of any claim should be covered by the repairer's guarantee as stated on the Release Note that you signed.

CONDITIONS & EXCLUSIONS

3. General conditions

These are the general rules that apply to Your cover under this policy.

3.1 Benefits payable

The amount of the benefit paid for any approved claim will be based on the cost of physically removing the Broken or Failed component from the vehicle and repairing it (including the cost of replacing it with a part equal to, but not superior to it, when new) and replacing the component, excluding the cost of any loss not covered by this policy,



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damage, service, or repair. Where You require work to be done in excess of what We deem necessary to rectify the fault, the difference will be for Your own account.

3.2 Betterment

Where a replacement component is fitted to replace an old or worn component that has suffered a sudden Breakdown or Failure, and this results in the replacement component being in a superior condition, You will be required to pay towards the cost of the replacement component.

3.3 Diagnostic testing

Claims for diagnostic and/or fault finding work or testing will not be covered.

3.4 Disassembling components

If it is necessary to disassemble any component to establish the cause or extent of the damage and /or liability, it is Your responsibility to authorise the disassembly. The cost of disassembly will be for Your own account in the event that the claim is not covered.

3.5 Disclosure of 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.

Your Right to Privacy: Your right to privacy is a fundamental element that must be taken into consideration; however it is restricted to certain limits. These limits include cases where the parties have a legal interest in that information. In terms of South African law, We may disclose and/or receive information if We intend to use it in fraud prevention and to underwrite risks fairly.

Please be aware of the following relating to sharing Your Personal Information:

- Sharing information for underwriting and claims purposes is in the public interest to assist insurers in underwriting policies and to assess risks fairly, as well as to reduce the incidence of fraudulent claims. This will contribute to keeping premiums as low as possible.
- Such information being stored in the shared database and used as set out above.
- Such information being given to any insurer or its agent.

3.6 Fraud and dishonesty

Should You or anyone acting on Your behalf, knowingly or otherwise, commit a fraudulent act or attempt to obtain a benefit under this policy by improper means, all benefits will cease immediately, and Your policy will be cancelled. Should this happen there will be no refund payable.

3.7 Insurer's rights

In the event of a claim that has or may be made against this policy, We may, without incurring any liability inspect the vehicle and take or keep possession of any damaged component and deal with it in any reasonable manner and/or take over and conduct the defense or settlement of any claim and prosecute in Your name and for Your benefit.

3.8 Modifications

Any Breakdown or Failure of covered components due to modifications that have not been approved by the vehicle manufacturer including but not limited to, engine conversions and turbo-charged units, will not be covered by this policy. Any modifications that exist prior to the inception of this policy must be recorded on the inspection sheet of the Insured Vehicle at the time of purchase, with proof that the modification has been approved by the vehicle manufacturer.

3.9 Multiple component claims

If more than one Breakdown or Failure happens or is reported at the same time, it will be treated as one claim. The benefit paid will be limited to the higher component benefit amount and will be paid up to the benefit limit stated in the Limits of Indemnity table. We will not add the two benefit limits together to calculate the total covered amount. Any additional costs will be for Your account.

3.10 Payment of claims

Our total claim liability for the duration of Your Policy will not exceed the trade value of Your Insured Vehicle. We will not authorise repair/replacement costs in excess of the market-related repair costs prevailing at the time of the claim.



Warranties

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3.11 Policy review

We may make changes to the terms and conditions of this policy at any time by giving You 31 days' notice in writing. An updated policy document and details of the changes will be sent to You electronically at the contact details You have provided.

3.12 Pre-existing failure

Any pre-existing condition of a component that Breaks or Fails, or is a cause of Breakdown or Failure, that existed prior to the inception of the policy is not covered. All pre-existing conditions must be recorded on the inspection sheet of the Insured Vehicle at the time of purchase.

3.13 Repair or replacement of components

We may choose to repair or replace any damaged component/s, or pay-out for the loss or damage, or use service-exchange or pre-overhauled replacement units, where We deem it appropriate. If any component is unavailable in South Africa, we will pay the lesser of the value of the component, or the manufacturer's last published price, or the stated benefits on the Limits of Indemnity table.

3.14 Resultant damage

Where a covered component is damaged by the Breakdown or Failure of a non-covered component, we will only pay for the repair or replacement of the damaged covered component up to the benefit limit stated in the Limits of Indemnity table. Where the damage or loss to a covered component is caused by the failure of another covered component, the higher of the two benefit limits will apply. Resultant damage or loss will not apply where the cause of failure is detailed as an exclusion in the section, **Exclusions from Cover**.

3.15 Rights to other persons

Unless otherwise stated, nothing in the policy gives any rights to any person other than You, the Insured.

3.16 Unpaid premiums

We reserve the right to reject any claims for covered events that happen before We receive Your premium.

3.17 Wear and Tear

Wear and tear is not covered under this policy.

3.18 Your contact details

It is Your responsibility to inform Us of any changes to Your personal details, including Your address, telephone number or email address and must be submitted to: Mahindraqueries@AAWarranties.co.za.

3.19 Your policy cancellation

If You decide to cancel Your cover, please call Us on **0860 267 267**, weekdays between 08h00 and 17h00, and selection option 3. In order to ensure no policy is cancelled erroneously, you will be asked to confirm Your request, giving Us 30 days' notice in writing. All costs incurred up to the date of cancellation of the policy, including commissions, underwriting fees, vehicle inspection fees and administration costs, will be deducted and the balance will be refunded on a pro-rata basis for the remaining period of the contract.

If Your policy was financed, the finance company will be paid the refund otherwise, we will refund the balance of premium to You, in both instances, the refund will be paid within 30 (thirty) days from the date of cancellation of Your policy. However, if a claim has been paid or authorised under Your policy, no refund will be due or payable.

We may cancel this policy, or any section of this policy, at any time by giving You 30 days' notice in writing.

3.20 Your policy reinstatement

A policy that has been cancelled as a result of failure to comply with the manufacturer's servicing requirements, may be reinstated by having Your Insured Vehicle serviced and/or repaired at Your cost and in accordance with the manufacturer's specifications and requirements relative to the age and kilometers of the vehicle, as set out under: **Your Responsibilities**.

The reinstatement of Your policy is subject to Our written approval and will only become active after a waiting period of 90 days, calculated from the date of Our receipt of Your written request for reinstatement, along with the tax invoice for the required service or repair. This means that any claims within that 90-day period will not be covered.

3.21 Your policy transfer

If You sell Your Insured Vehicle and there is still a non-expired balance on Your policy, you can apply, in writing, to transfer the non-expired portion to the new owner. Only a valid policy can be transferred, and We will not charge You for the transfer. A valid policy is one in which all the terms and conditions have been met. You may not transfer this policy to another vehicle.



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Mahindraqueries@AAWarranties.co.za.

- #### 4 Exclusions from Cover

4.1 Loss or damage caused by civil commotion, labor disturbances, riot, strikes, war, civil war, mutiny, insurrection, rebellion, revolution, or hi-jacking.

4.3 Service items or items that require replacement at specific or regular intervals.

4.5 Damage caused by accident, collision, misuse, neglect, lack of maintenance or theft.

4.6.1 on roadways other than recognised public roads:

4.6.3 as a taxi conveying fare-paying passengers.

4.7.1 improper or lack of servicing and/or improper or lack of maintenance of the Insured Vehicle:

4.7.3 modifications that have not been approved by the vehicle manufacturer:

4.7.4 the use of oil, fuel or petroleum products in the Insured Vehicle's fuel or lubrication system, for which the vehicle's engine or ancillary system is not designed; or.

4.7.5 components of the Insured Vehicle that are recalled, or are to be recalled, by the vehicle manufacturer.

4.8 Where the odometer is not working, or in Our opinion has been tampered with, altered, disconnected, or replaced without Our approval.

4.9 Where the fault memory of the Insured Vehicle has been cleared prior to Our assessment of the claim.

4.10 Any components that are covered by the relevant manufacturer's or supplier's warranty at time of failure.

4.11 Engine failure as a result of a turbo over boost condition, or where failure is caused by incorrect diesel injector function or diesel pump timing.

4.12 Any repairs undertaken without Our prior authorisation.

4.13 All pre-existing conditions, not limited to those identified at the time of purchase of the Insured Vehicle.

4.14 All wear and tear claims.

4.15 Loss or damage resulting from:

4.15.1 oil leaks or oil leaks themselves:

4.15.2 any incorrect or contaminated fuel and defective products;

4.15.3 cracked cylinder heads:

4.15.4 damage to drive shafts or steering racks as a result of damaged rubber boots:

4.15.5 burnt and/or bent valves:

4.15.6 damage to electrical wiring/harnesses; or

4.15.7 failure of any components as a result of sludge build-up.

4.16 Replacement or repair resulting from the failure of hoses/pipes and auxiliary belts.

4.17 Contamination, Breakdown or Failure caused by water, mud, sand, or foreign objects entering or blocking the cooling elements and mechanical or electrical systems.

4.18 Costs or expenses normally recoverable under any other Insurance policy.



LOMBARD

IMPORTANT – PLEASE READ CAREFULLY
STATUTORY NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS
DISCLOSURE AND OTHER LEGAL REQUIREMENTS

(This notice does not form part of the Insurance Contract or any other document.)

As a short-term insurance policyholder, or prospective policyholder, You have the right to the following information:

Details of the Insurer and Underwriting Manager are as follows:

1. Insurer:

Lombard Insurance Company Ltd

Reg. No.: 1990/001253/06

VAT No.: 4360121331

Tel: (011) 551 0600

4th Floor

22 Wellington Road

Parktown, Johannesburg, 2193

FSP no: 1596

PO Box 2740

Parklands

2121

2. Underwriting Manager:

Advantage Motor Protector (AMP)

Reg. No.: 2001/003085/07

VAT No.: 4500194966

Tel: (011) 288-7330

The Braes Office Park,

AMA Africa House,

193 Bryanston Drive

Bryanston, 2191

FSP No.: 45942

PO Box 2184,

Florida Hills, 1716

AMP is an Underwriting Manager for and authorised by Lombard Insurance Company Limited. An Underwriting Manager performs binder functions as referred to in the Short-term Insurance Act, 1998 on behalf of an Insurer. AMP receives more than 30% of its total remuneration from Lombard Insurance Company Limited. AMP do not have a direct or indirect shareholding in Lombard Insurance Company Limited. AMP is remunerated as follows:

- Binder fee from Lombard Insurance Company Ltd for Binder functions performed.
- Participation in the financial and underwriting profitability over time.

3. The Intermediary (Dealer)

If the policy was sold through a dealership, the Dealer (representative of the Intermediary) is required to make certain disclosures in terms of the FAIS Act.

The Dealer should provide you with the details of the premium, commissions and any monetary obligations assumed by you directly or indirectly when buying this Policy.

4. Moonstone Compliance (Pty) Ltd

You can contact the compliance officer if You believe the policy was not sold accurately or fairly.

Postal: PO Box 12662, Die Boord, Stellenbosch, 7613

Telephone: 021 883 8000

Fax: 086 601 9872

Email: SGerald@moonstonecompliance.co.za

5. Complaints Procedure

Any complaint regarding the policy must first be directed to:

Advantage Motor Protector Tel: 0860 267 267 or emailed to:

complaints@aawarranties.co.za

Any complaint about the Insurer must be provided in writing and emailed to: complaints@lombardins.com.

If a complaint is not resolved to Your satisfaction, You may submit Your complaint to the Short-Term Insurance Ombudsman.

Particulars of Short-Term Insurance Ombudsman:

The Ombudsman is available to advise You in the event of claims problems which are not satisfactorily resolved by the insurance Intermediary, the Underwriting MA and/or the Insurer.

PO Box 32334, Braamfontein, 2017

Tel: (011) 726-8900; Fax: (011) 726-5501

6. Other matters of importance:

You must be informed of any material changes to the information in section 1.

If the information in section 1 was given orally, it must be confirmed in writing within 30 days.

If any complaint to the Intermediary is not resolved to Your satisfaction, You may submit the complaint to the Registrar of Short-Term Insurance.

Polygraph or any lie-detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim.

If premium is paid by debit order:

It may only be in favour of one person and may not be transferred without Your approval.

The Insurer must inform You at least 31 days before the cancellation thereof, in writing, of its intention to cancel such debit order.

The Insurer and not the Intermediary must give reasons for repudiating Your claim.

Your Insurer may not cancel Your insurance merely by informing Your Intermediary. There is an obligation by the Insurer to ensure the notice has been sent to You to Your last known address.

You are entitled to a copy of the policy free of charge.

The FSP's have Conflict of Interest Management Policies which can be obtained by written request to the contact details shown herein.

No party involved may request or induce You, in any manner, to waive any right or benefit conferred on You by or in terms of any financial services provided and any such waiver is null and void.

7. Warning:

Do not sign any blank or partially completed application form.

Complete all forms in ink.

Keep all documentation handed to You.

Make note of what is said to You.

Don't be pressurised to buy the product.

Incorrect or non-disclosure by You of relevant facts may influence an Insurer or any claims arising from Your contract of insurance.

Study the policy with care immediately when it is received. If You have any uncertainties, discuss these with Your Insurer or Intermediary.

8. Particulars of Registrar of Short-Term Insurance: Financial Services Board and the FAIS Ombudsman:

Registrar of Short-term Insurance:

Financial Services Board

PO Box 35655, Menlo Park, 0102

Tel: 012 428 8000 and

Fax: 012 346 6941

Email: info@fsb.co.za and

Website: www.fsb.co.za

For problems in terms of the FAIS Act refer complaints to the FAIS Ombudsman

Postal: Box 74571, Lynwood Ridge, Pretoria, 0040

Tel: (012) 470 9080

Email: info@faisombud.co.za

9. Disclosure of Commissions and Fees Payable (VAT Incl.)

- The Intermediary receives from the Insurer a statutory commission of 20%.
- The Underwriting Manager receives from the Insurer a Binder Fee of 25.5%
- The Dealer receives a Vehicle Inspection fee.



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