



**DENT** *Shield*

# Policy Contract

## 1. DEFINITIONS

- 1.1 "Driver's License" means a valid Namibian driver's license (excluding a learner's license) or a foreign driver's license recognised in Namibia;
- 1.2 "Effective Date" means the first day of the month following receipt of the first premium in the books of the Insurer. In the event that an arrear premium is received, the Effective Date shall be the date of receipt of the arrear premium in the books of the Insurer;
- 1.3 "Excess Fee" means the payment levied on the Insured prior to repairs being undertaken on his vehicle;
- 1.4 "Insured" means, the policyholder, regular drivers named in the schedule to the policy and persons driving the vehicle with the permission of the policy holder;
- 1.5 "Insurer" means, Trustco Insurance Ltd a registered Short-term Insurer with Registration Number 99/208;
- 1.6 "Motor Vehicle Accident" means damage to or the loss of the vehicle caused by an incident or collision between two (2) or more motor vehicles on a public road in Namibia;
- 1.7 "Namibia" means the Republic of Namibia;
- 1.8 "Reasonable Retail Value" means the reasonable retail value for the specified vehicle as reflected in a recognized and current motor trade publication. The value insured shall be adjusted annually on the anniversary of the policy;
- 1.9 "Vehicle" means a motor vehicle, registered at Natis in the Policyholder's name, as defined in clause 2 and specified in the schedule to the policy, including factory-fitted fittings, specified accessories and spare parts while they are in the vehicle,
- 1.10 "Spare parts" means the spare wheel, motor jack and toolkit the vehicle was issued with;
- 1.11 "Us", "Our" and "We" mean the Insurer, and
- 1.12 "You" means the Insured.

## 2. INSURED VEHICLES

- 2.1 The Vehicle(s) specified in the Schedule enjoys cover under this policy, subject to clause 2.3 below.
- 2.2 The maximum compensation payable under this policy by us is limited to the reasonable retail value or agreed amount as per the schedule of insurance, whichever amount is the lowest.
- 2.3 Types of Vehicles we insure:
- 2.3.1 **CARS** These are private registered motor cars, and/or
- 2.3.2 **LIGHT DELIVERY VEHICLES (LDV'S)** with a gross mass of 3,500 kg or less.
- 2.4 Maximum compensation payable for items 2.3.1 to 2.3.2 shall be the value specified in the Schedule or the reasonable retail value, whichever amount is lower.
- 2.5 We have the option to:
- 2.5.1 pay;
- 2.5.2 replace (through a supplier of the Insurer's choice);
- 2.5.3 repair (through a supplier of the Insurer's choice), or
- 2.5.4 any combination of the above.
- 2.6 Where we choose to replace or repair, we shall not be obliged to do so exactly or precisely but only as circumstances may reasonably allow.
- 2.7 In the event of a settlement by us for a total loss, the insured property or its salvage shall become our sole property.
3. **TYPES OF INSURANCE**
- 3.1 The type of insurance applicable to your vehicle(s) is/are specified per the Schedule.
- 3.2 Insurance cover under clause 3.3 is subject to the payment of an excess fee as reflected in the insurance Schedule.
- 3.3 **MOTOR INSURANCE**, you are indemnified against:
- 3.3.1 The total loss or cost of repairs and/or replacement for damages to the insured vehicle subject to the limit of cover as per the insurance schedule because of a Motor Vehicle Accident.
- 3.3.2 No other loss or damage is indemnified.
- 3.3.3 An Excess Payment shall be levied on each successful claim.

## 4. EXCLUSIONS TO INSURANCE COVER/WHEN WE SHALL NOT PAY A CLAIM

- 4.1 Driving without a valid license
- 4.1.1 If any person drives the insured vehicle without a valid Namibian driver's license or a driver's license recognised in Namibia.
- 4.1.2 In the event that a Public Drivers Permit (PDP) is required, the claim shall be repudiated (Rejected) in the event that the driver does not have a valid PDP.
- 4.2 Driving under the influence
- 4.2.1 If any person drives the insured vehicles:
- 4.2.1 While under the influence of alcohol or non-prescription drugs.
- 4.2.2 Has a blood alcohol concentration exceeding the legal limit.
- 4.2.3 Refuses to provide a blood or breath sample.
- 4.2.4 Consumes any intoxicating liquor or non-prescription drugs at the scene of the accident.
- 4.2.5 Leaves the scene of an accident unlawfully or without the permission of a police officer.
- 4.3 Any other insurance products give cover
- 4.3 Motor vehicle is covered by any other insurance policy.
- 4.4 Liability for damage to other people's property
- 4.4 Any damage to other people's property is not covered.
- 4.5 Racing or use for competition
- 4.5 Where the insured vehicle is used for:
- 4.5.1 Any racing or competitive driving of any nature.
- 4.6 Any Illegal Act
- 4.6 The use of the insured vehicle in the performance of any illegal act.
- 4.7 Non-standard modifications
- 4.7 Any damage caused directly or indirectly by fitting non-factory modifications to the insured vehicle.
- 4.8 Unroadworthy vehicle
- 4.8 Where the insured vehicle is involved in an accident and does not comply with the roadworthy requirements of applicable road safety legislation.
- 4.9 Intentional damage
- 4.9 Any intentional damage to the insured vehicle by you, a member of your household, or the regular driver.
- 4.10 Vehicle used without your consent
- 4.10 In the event that the loss or damage is caused to the insured vehicle by a member of your household, where the insured vehicle was used without your consent.
- 4.11 Failure to disclose material facts
- 4.11 Failure to disclose material facts that affect the risk of insurance, such as:
- 4.11.1 Previous convictions for reckless and / or negligent driving.
- 4.11.2 Previous convictions for driving under the influence of alcohol.
- 4.11.3 That another insurance company has cancelled your insurance or refused your insurance application.
- 4.12 Mechanical Damages
- 4.12 Any mechanical-, electrical-, or electronic breakdown, defect of failure damage other than caused by a motor vehicle accident.
- 4.13 War and Public Disorder
- 4.13.1 War or war-like acts.
- 4.13.2 Military uprising, usurped power, rebellion or revolution.
- 4.13.3 Civil commotion, labour disturbances or public disorder.
- 4.13.4 Any act of terrorism by any person or group, whether acting alone or under instruction.
- 4.14 Attached Property
- 4.14 Any loss or damage caused while the insured vehicle has been lawfully attached in execution of a Court Order.
- 4.15 Arrears
- 4.15 If the Policy was in arrears at the time of the accident or at the time of the submission of the claim.
- 4.16 Claim submission
- 4.16 If a claim arose within six (6) months of the payment of the first premium on the policy.

## 5. LIMITATION ON CLAIMS

The value of all claims submitted in any calendar year shall be limited to a maximum of the value of the sum insured.

## 6. COMMENCEMENT, DURATION OF INSURANCE AND PAYMENT OF PREMIUMS

- 6.1 Subject to clauses 6.2 and 6.8, the Insurance shall commence on the Effective Date, and, provided that you continue to pay the monthly premium, shall be effective until cancelled by us or by you in writing, in which event cover shall cease at 24h00 on the last day of the month for which premiums have been paid.
- 6.2 Premiums are payable monthly before the first (1st) day of the month for which cover is required. The onus is on you to ensure that the premiums are paid timeously. In the event that the premiums are payable by debit order, we shall have the right to resubmit the debit order in the event that the debit order is returned unpaid. In the event that the preferred date of the month indicated on the application form is a Saturday, Sunday or Public Holiday, the debit order may be submitted on an earlier date.
- 6.3 If arrear premiums are received in our books, we shall have the right to indemnify you or to regard the Policy as having been cancelled and to refund the arrear premiums received.
- 6.4 The parties may cancel the Policy at any time upon one month's written notice, in which case the provisions of clause 6.1 will be applicable.
- 6.5 Subject to clause 10, if this policy is cancelled at any time for any reason, you shall not be entitled to a refund of premiums paid.
- 6.6 No person or company is authorised to receive premiums from you except on written authority from us to do so.
- 6.7 We shall have the right to increase the monthly premium from time to time. The Insurance Investee Executive Committee shall decide such an increase considering the inflation rate, economic conditions and sustainability.
- 6.8 You shall only enjoy cover after payment of the first premium.
- 6.9 We reserve the right to cancel the Policy if, in our opinion, you pose an insurable risk, in which case the provisions of clauses 6.1 and 6.5 will be applicable.

## 7. CLAIMS PROCEDURE

- 7.1 Within 30 days after an event which may give rise to a claim regarding this policy, you must notify us in writing on our prescribed claim form.
- 7.2 The claim form must be submitted together with a copy of the driver's license of the driver, a repair quotation from our approved service provider (panel beater) and Nampol case number. The official Accident Report from Nampol must be provided to us.
- 7.3 We shall only consider the validity of a claim if we issue a written confirmation of cover subsequent to the receipt of a claim.
- 7.4 You must make the vehicle available to our assessor to complete the required assessment.
- 7.5 On submission of a claim, you must cede all rights, title and interest in the claim to us. We are further authorised to proceed in your name to recover any damages we may have suffered. You must at all times assist and cooperate with us in this process.
- 7.6 You must take all reasonable steps to ensure that any damages suffered are mitigated and shall not intentionally and without legal justification commit any criminal offence.

## 8. REASSESSMENT (REPUDIATION OF CLAIMS, CONFLICT AND DISPUTE)

- 8.1 In the event of a repudiation by the Insurer of a claim, or portion of a claim, the Insured must submit a written request for reassessment within thirty (30) days of being notified of the repudiation.

- 8.2 The repudiated claim and the request for reassessment will be considered by the Reassessment Committee of the Insurer.
- 8.3 In the event of the Insured not agreeing with the decision of the Reassessment Committee, the Insured shall notify the Insurer within thirty (30) days of being notified of the decision.
- 8.4 Within ninety (90) days of being notified of the decision of the Reassessment Committee, the Insured shall institute legal action against the Insurer by way of having summons served on the Insurer. Should this not be done, the Insured's claim against the Insurer prescribes.
- 9. WHOLE AGREEMENT**
- 9.1 The application for insurance forms part of this Policy.
- 9.2 The Policy and amendments thereto, the Application and the Schedule of Insurance shall constitute the sole agreement between the parties.
- 9.3 No contrary representation or agreement to vary the Policy shall be of any force or effect unless reduced to writing and signed by someone specifically authorized thereto by us in writing.

- 10. COOLING – OFF PERIOD**  
In the event that you cancel this policy within two weeks of application and provided that the you did not, prior to cancellation, submit any claim in terms of the policy, we shall refund all premiums received by you.
- 11. TERRITORIAL LIMITS**
- 11.1 We shall indemnify you against accidental damage to the insured vehicle incurred in and arising from events based entirely within the territorial boundaries of Namibia.
- 11.2 If the insured vehicle is used outside the territorial boundaries of Namibia, you need to notify us thereof in writing, and you shall only enjoy cover if we have approved such use in writing and the conditions attached thereto.
- 11.3 If the insured vehicle is damaged outside the Republic of Namibia, the Insured will be responsible for the cost of repatriation, unless we have agreed in writing to bear such cost.
- 12. DISCLOSURE AND RISK**  
You acknowledge that you are obliged to disclose to us any fact or circumstance that may arise

while this policy is valid and which may affect the risk insured. Failure to do so may result in the repudiation of any claim submitted.

- 13. COMMUNICATION**  
We are entitled to address any written communication to you in the manner we deem most expedient by mail, facsimile, smart fax, short message service or electronic mail. For purposes of communication, any amendment of the terms and conditions of this policy, you expressly consent to us notifying you of any such amendment by means of short message service to the mobile telephone number nominated by you from time to time or as reflected in the our records. Any communication by us to you by means of short message service to the mobile telephone number nominated by you from time to time or as reflected in our records will serve as been received by you. For this purpose, you acknowledge that it is your sole and exclusive duty to notify us of any contact details change.

Signed on behalf of Trustco Insurance Ltd.



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**Annette Brand**  
CEO: Trustco Insurance Ltd.