

ANNEXURE 1

KINTO PROTECT – EXCLUSIONS, REPORTING OF INCIDENTS AND OTHER TERMS (ONLY APPLICABLE IF KINTO PROTECT HAS BEEN VALIDLY ELECTED BY THE CUSTOMER)

In the event of any conflict between the provisions of the KINTO Master Rental Agreement, the KINTO Master Terms and this Annexure 1, the KINTO Master Rental Agreement shall take precedence over the KINTO Master Terms, which in turn shall take precedence over Annexure 1.

KINTO Protect

With the KINTO Protect product feature, your liability in respect of the cost of any loss suffered as a result of accident damage to the Vehicle or Total Loss of the Vehicle is subject to the terms of the KINTO Protect Terms and Conditions, which includes this document.

What is excluded from KINTO Protect

The items listed below are excluded from KINTO Protect :

- Improper use of Vehicle;
- Customer Accessories;
- Loss or damage to property left in the vehicle;
- Contravention of the National Road Traffic Act (Refer to clauses 11.2, 11.3, and 11.4 of the Master Rental Agreement);
- The driver of the vehicle was under the influence of alcohol or a prohibited substance;
- The driver of the vehicle does not have a valid driving licence;
- Unauthorised use of the vehicle by someone using the vehicle without your knowledge and consent and you have not laid a criminal charge against him/her with the police within 48 hours - the criminal charge may not be withdrawn;
- If you, or anyone you allow to drive the vehicle, or anyone acting on your behalf, leaves the vehicle's keys in or on the vehicle;
- If the vehicle is used to carry fare-paying passengers, for hiring or driving instruction;
- If the vehicle is used in any type of race, competition, rally or at a track day;
- If the vehicle exceeds its registered carrying capacity for people or cargo;
- Damages due to consequential loss;
- Anything that will be paid for under the Road Accident Fund;
- The indemnification of other parties on your behalf.

In the event of an accident or incident as a result of any of the aforementioned, the Customer shall not be entitled to the benefits of KINTO Protect and the Customer shall be liable for all cost, loss, damage or Total Loss of the Vehicle equal to the Liability Charge, which shall be payable on demand.

Sharing of information

We respect the confidentiality of your information. However, to ensure sound practices and prevent fraud, we confirm and disclose information relating to claims and financial history where applicable.

You agree that we may monitor, track and analyse vehicle use and driver behaviour via the standard telematics unit installed in the vehicle. The information gathered will be stored and used in accordance with the KINTO Privacy Policy.

KINTO Protect changes and cancellation

KINTO reserves the right to cancel KINTO Protect and/or the relevant Contract or Contracts at any time by giving you 31 Days notice electronically or by post to your last known address if:

- You have had 2 (two) incidents where you are at fault;
- We are notified by the Police or other lawful authority that the Vehicle is being used in any unlawful activity, in which case you become fully liable for all loss, cost, damages and Total Loss of the Vehicle as contained in clause 11 (Liability of Customer for costs, loss, damages to, or Total Loss of Vehicle) equal to the Liability Charge.

Important time limits in connection with Incidents

- Inform us when anything happens to the vehicle which may result in a loss to KINTO within 24 hours;

- Report vehicle theft and/or accident to the South African Police Service and obtain a copy of the Accident Report (AR) Document with the SAPS Case Number:
 - If a person is killed or injured in the accident, it must be reported within 24 hours of the occurrence;
 - If no injuries or fatalities occurred but there was property damage, the accident must be reported on the first working day after the incident.
- Provide us with any information, evidence, documents, and co-operation asked for, within 14 days of our request;
- If the vehicle has been stolen and recovered, assist KINTO in identifying the vehicle within 21 days of being requested to do so.

What you are Liable for in the event of an incident (If applicable)

First amounts payable:

- Basic Liability Amount per Incident: R5,500 (Five thousand five hundred Rand)

Additional:

- Driver under 25 years of age: Liability Amount per Incident: R2,500 (Two thousand five hundred Rand);
- No third party involved (Single Vehicle Accident): Liability Amount per Incident: R2,500 (Two thousand five hundred Rand);
- Second incident within 12 months - excluding windscreen repair incidents: Liability Amount per Incident: R2,500 (Two thousand five hundred Rand);
- Windscreen incidents: R0 (nil).

Note: The Excess Payment amounts stated are per condition above, and are cumulative if more than one condition applies in an incident.

Towing and storage

KINTO has a dedicated towing provider who will assist you in the event of an accident. You will be personally responsible for the cost of the towing and storage of your vehicle if you do not call our towing number and/or do not use our appointed towing operator. Please call KINTO Protect on 010 5101791.

Steps to follow after an incident

When there is an incident that causes any damage to the Vehicle, or third-party property, whether or not the accident or damage is caused by the Vehicle described in the rental agreement you must:

1. Take reasonable precautions to prevent or minimise further loss, damage or theft;
2. Co-operate fully with us and any third party, in relation to any investigation or legal proceedings associated with the accident, theft or damage sustained in connection with the vehicle.

At the scene of the accident

1. Never admit to being at fault.
2. If your vehicle needs to be towed, call us on 010 5101791.
3. Where possible, take photographs of the damage, scenery and other important details.
4. Obtain the following details from the other parties involved and of any witnesses to the accident:
 - Driver's Name & Surname
 - ID number
 - Contact numbers – mobile, work and home
 - Physical address
 - Drivers licence details
 - Vehicle Details - description, registration number, licence disc
 - Insurer details – Insurer name, broker, policy number, contact numbers.

When asking for the above particulars, please mention that you will be giving their personal information to us in accordance with the KINTO Privacy Policy.

After the accident or theft

KINTO MASTER TERMS

1. Call us on 010 5101791 or e-mail claims@vapsure.co.za within 24 hours to report the damage or incident or as soon as reasonably practicable.
2. Report the accident to the South African Police Service within 24 hours and provide us with a copy of the Accident Report document and the police case number.
3. Complete and lodge the appropriate Incident Report in the format provided by KINTO Protect together with all supporting information and documentation, accurately and within 7 days. The appropriate Incident Report can be downloaded from <http://www.toyota.co.za/kinto> or <http://www.lexus.co.za/kinto>.
4. Do not admit any fault, make any offer of/ or settlement, without our written agreement;
5. You must obtain our written approval before repairing any damage;
6. Comply with instructions and guidance provided by KINTO or Vap-Sure.

Windscreen replacement or repairs

1. Complete and lodge the appropriate Incident Report in the format provided by KINTO Protect together with all supporting information, documentation and pictures of the chip and/or crack. The appropriate Incident Report can be downloaded from <http://www.toyota.co.za/kinto> or <http://www.lexus.co.za/kinto>.
2. Our service provider will be sent out to repair the damage. If unrepairable, the service provider will notify us and make arrangements for replacement of the windscreen.

Administration of Incidents and Claims

KINTO has appointed Vap-Sure to administer all incident related matters. Their particulars are as follows:

Name: Vap-Sure Underwriting Managers Proprietary Limited

24/7 Call Centre number: 010 5101791

E-mail: claims@vapsure.co.za

Please call the above number for accidents, incidents, thefts, accident related towing, and roadside assistance.

In the event of a complaint, please e-mail complaints@vapsure.co.za