

# GENERAL TERMS & CONDITIONS

## Drive **WYZE** Lite

### 1. IMPORTANT INFORMATION ABOUT YOUR iWYZE POLICY

- 1.1 iWYZE is underwritten by Old Mutual Insure Limited (Reg. No: 1970/006619/06 | VAT No: 4460101019), an authorised Financial Services Provider (FSP 12) which provides your insurance cover ('cover'). Your insurance policy will remain in force for as long as your premium is received (this is called the Period of Insurance). The cover provided is always subject to all the terms and conditions explained throughout your policy document.
- 1.2 The general terms and conditions apply to every section of your policy. There are also terms and conditions that apply to your Vehicle Policy Section. You must ensure that you understand your policy documents and you are welcome to contact us if you have any questions.
- 1.3 iWYZE compensates you for loss or damage that you may suffer from Covered Events shown in the policy, less any Excess that you must pay. The maximum amount we will compensate you is shown in your Policy Schedule.
- 1.4 You accept that the sharing of your insurance information between insurers, including credit information, for underwriting and claims purposes, is in the public interest. It enables insurers to underwrite policies, assess risks fairly and reduce fraudulent claims so that premiums can be limited.
- 1.5 Your right to privacy, and that of any person that you represent, is waived in terms of the information that you (or another person on your behalf) provide. The information that you provide may be stored in a shared database and used as set out above. It may also be used for any decision about your policy, or for the purposes of processing a claim.
- 1.6 You consent to your information being provided to another insurance company or its agents, and acknowledge that any information about you may be verified against legally recognised sources or databases.
- 1.7 This policy is based on, and includes, any information or communication, verbal or written, made by you or on your behalf.
- 1.8 Examples are given where necessary to explain certain concepts within the policy document. These examples are for clarification purposes only and do not form part of the policy.
- 1.9 Any reference to the singular includes a reference to the plural and vice versa.
- 1.10 Compensation Limits and premium amounts shown in your Policy all include VAT. Excesses are VAT neutral. All amounts are in South African Rand, including premiums and any amounts we may pay to you.

### 2. PURPOSE OF YOUR iWYZE INSURANCE

- 2.1 The purpose of this insurance is to compensate you up to the Compensation Limits for a Covered Event. The Compensation Limits are shown in your policy schedule. To be compensated, you must have complied with all policy terms and conditions.

### 3. HELPFUL DEFINITIONS

3.1 The following definitions apply throughout the policy and all relevant documentation. The definitions specific to each Policy Section can be found at the start of that Section.

<b>You / your /yourself / yours:</b>	Means you, the policyholder including anyone else we insure as shown in the motor section.
<b>We/us/our:</b>	Refers to iWYZE, underwritten by Old Mutual Insure Limited (Reg. No: 1970/006619/06   VAT No: 4460101019), an authorised Financial Services Provider (FSP 12).
<b>Third Party:</b>	Refers to any other person to whom you may become legally Liable to pay compensation or damages for accidental death or accidental bodily injury or illness of that person, or for accidental loss of, or damage to property belonging to that person occurring during the Period of Insurance.
<b>Policy Schedule:</b>	This sets out the type of cover you have bought, the people who are insured, the Period of Insurance, the amounts you are insured for, the Excesses that apply and the premium you must pay. Any changes to your policy will be shown in your Policy Schedule.
<b>Policy Section:</b>	Refers to a part of your insurance policy document which is specific to the type of cover you have chosen.
<b>Liability/Liable:</b>	Liability, and being held Liable, means that you are responsible in terms of the law.
<b>Covered Events:</b>	Means the events that you are insured for. The Covered Events are shown in your policy document.
<b>Period of Insurance:</b>	Means the period from the start date of your insurance to midnight prior to the same day of the month one month later. Your Period of Insurance is shown in your Policy Schedule. Example: If your Cover Start Date is the 2nd of January your Period of Insurance is from this date until midnight on 1 February.
<b>Cover Start Date:</b>	Means the latest of the following dates you have agreed to with iWYZE: <ul style="list-style-type: none"><li>• the date on which cover starts, as shown in your Policy Schedule; and</li><li>• the date that any change to your cover becomes effective, as shown in your Policy Schedule.</li></ul>
<b>Anniversary Date:</b>	Means the date 12 months after the Cover Start Date of your policy, unless your Policy Schedule states otherwise.
<b>Excess:</b>	Means the first amount you must pay before your claim is settled. This Excess is shown in your Policy Schedule.
<b>Compensation Limit:</b>	The maximum amount for which you are insured, as shown in your Policy Schedule.
<b>Consequential Loss:</b>	Consequential loss is any additional loss or damage that happens as a result of a Covered Event.

3.2 **IMPORTANT:** The information you supplied to us when you applied for insurance, your Policy Schedule and the cover terms and conditions all form part of your policy and must be read together as one document.

## 4. YOUR RESPONSIBILITIES

- 4.1 You must check all the information you have provided to make sure it is correct, including material information. Material information is information that a reasonable person would consider essential to iWYZE in order to properly assess your risk. In assessing your risk, we can decide whether or not to insure you, what premium to charge for your risk, and whether to apply additional terms and conditions.
- 4.2 **IMPORTANT:** All information provided by you will be validated at claims stage.

**Examples of material information:** Previous incidents or accidents (whether you claimed for them or not) and any judgements against you.

- 4.3 If you do not provide us with correct information, it could be interpreted as a misrepresentation or non-disclosure of material information and iWYZE will:
- reject your claim;
  - declare your policy invalid from the Cover Start Date of the policy;
  - cancel your policy;
  - recover any compensation we have given you in settlement of previous and current claims; and
  - deduct any expenses incurred in the administrative and take-on of your policy from your premium refund.
- 4.4 You must inform us immediately if any information we have about you and /or the items you have insured changes, or is no longer true and complete.

**Examples:**

- Changing the regular driver of your insured motor vehicle. The regular driver is the person who drives your Vehicle most frequently in any monthly period. This person will be noted in your Policy Schedule.
- Convictions for any offences against you or any person covered under this policy.

- 4.5 You need to take all reasonable precautions to prevent loss or damage, liability, bodily injury and accidents.

**Examples:**

- If your Vehicle is insured with iWYZE, you must make sure it is kept roadworthy (e.g. ensure that tyres, brakes, suspension, windscreen, etc. are in good, working condition).
- An example of failing to take due care would be driving while the tyres of your vehicle have less than the legal tread and this results in the vehicle being involved in an accident.

- 4.6 If there are any inconsistencies between your Policy Schedule and the rest of the policy document, the contents of the Policy Schedule will apply.

## 5. COUNTRIES IN WHICH YOU ARE COVERED

- 5.1 Your iWYZE policy applies whilst your vehicle is in South Africa. You will have no cover if something happens to your Vehicle outside of South Africa.

## 6. WHAT TO DO IF YOU HAVE A CLAIM

- 6.1 If an event happens that is likely to result in a claim, you must notify iWYZE as soon as possible and not later than 30 days from the date of the incident. You can notify us telephonically. If you do not do so, you will lose your right to lodge a claim under your iWYZE policy. The following must be provided when submitting a claim to iWYZE:
- full details of the event;
  - all information and assistance that we may ask you for in order to obtain compensation from other persons;
  - information relating to any other insurance policy you may have covering the same event;
  - proof of purchase, ownership and value statements and any other information that we may need within our specified timeline (may vary from 2 to 14 working days depending on the circumstances of the claim); and
  - any correspondence or other documents (for example, court papers or legal letters) you have received in relation to the claim.
- 6.2 You must also provide reasonable assistance to:
- take steps against any other person to recover compensation iWYZE has given you; and
  - identify and recover any items that were reported lost or stolen and subsequently found.
- 6.3 We will reimburse you for any reasonable expenses you may incur in the course of helping us to process a claim. If you decline to help us you will be required to reimburse any compensation we have given you.

- 6.4 **IMPORTANT:** You must obtain a claim number from iWYZE to confirm that your claim has been registered. If you have not obtained a claim number, it means that we have no record of your claim.
- 6.5 Unless we give you our written consent, you must not:
- admit you are at fault, whether verbally or in writing;
  - make any promises; or
  - offer or accept any form of compensation.
- 6.6 You must notify the police of any traffic accident, or any incident that involves a crime (for example, theft or deliberate damage) as soon as reasonably possible. You must then provide us with the case number.
- 6.7 You must notify iWYZE immediately if there is an incident that might lead to a claim against you. If you do not do so, iWYZE may decide not to provide compensation for the claim. You must send us copies of any document/s (including legal proceedings) relating to the incident.
- 6.8 You must comply with all reasonable instructions and requests from iWYZE. We will not consider your claim if you do not comply with all of our reasonable instructions and requests.

## iWYZE REQUIREMENTS

- 6.9 iWYZE may assume and conduct the defence or settlement of any claim on your behalf if we have accepted your claim.

## HOW YOU WILL BE COMPENSATED

- 6.10 If your claim complies with the policy cover terms and conditions, iWYZE will compensate you by paying you out in cash.

## IF YOUR CLAIM IS REJECTED

- 6.11 Your claim will be considered by iWYZE in terms of the policy cover terms and conditions. iWYZE may accept or reject all or part of your claim. If we reject your claim, you have 90 days after receiving our rejection letter to object to our decision. You may email us at the email address shown in the Disclosure, Notice providing reasons for your objection. (See document attached to your Policy Schedule called 'Notice in terms of the Financial Advisory and Intermediary Services (FAIS) Act 37 of 2000').
- 6.12 **IMPORTANT:** If your objection is unsuccessful, you have 6 months from the end of the 90-day period to serve summons on iWYZE. If you do not do so in this time, iWYZE will have no obligations to you under this policy.

## CONTACTING THE OMBUDSMAN

- 6.13 iWYZE provides compensation for all valid claims under this policy honestly, fairly and promptly. If you believe that we have not done so, and you wish to lodge a formal complaint, please do so via the contact details listed in the Disclosure Notice (See document attached to your Policy Schedule called 'Notice in terms of the Financial Advisory and Intermediary Services (FAIS) Act 37 of 2000').
- 6.14 If you are still not satisfied, you have the right to contact the Ombudsman for Short Term Insurance. The contact details can be found in the Disclosure Notice (See document attached to your Policy Schedule called 'Notice in terms of the Financial Advisory and Intermediary Services (FAIS) Act 37 of 2002').
- 6.15 You have our assurance that we will abide by any decision made by the Ombudsman.

## 7. IF YOU HAVE DUAL INSURANCE

- 7.1 If any item that iWYZE insures under this policy is also insured by another insurance company, we will only compensate you for our proportion of the claim. Our proportion is based on the maximum Compensation Limit shown in your Policy Schedule.

## 8. CANCELLING YOUR POLICY

- 8.1 You may cancel this policy or any insured item at any time, either telephonically or in writing. However please note that your cover and policy will remain in force until your next debit date.

**Example:** If you request your policy or an item to be cancelled on the 15th of the month and your debit date is the 25th of the month, your cover and your policy will remain in force until midnight on the 24th of the month.

- 8.2 If a Covered Event leads to the Total Loss of your Vehicle during the Period of Insurance, iWYZE will not refund your monthly premium for the balance of that Period of Insurance.
- 8.3 iWYZE may cancel this policy or any Policy Section by providing you 30 days written notice, either by email or to the postal address that you have provided.

## 9. CHANGES TO YOUR COVER

- 9.1 You may change your cover at any time. You must ensure that iWYZE agrees to the change telephonically or in writing and that the change will apply from the date and time agreed.
- 9.2 iWYZE may change the terms, conditions and the premiums on your policy by providing you with 30 days written notice to your last email or postal address on record with iWYZE. Any changes will only come into effect after this 30-day notice period has lapsed.

## 10. PAYING YOUR PREMIUMS

- 10.1 Having a monthly policy means that your policy runs for a period of one month, and you pay your premium each month in advance. Your policy is automatically renewed each month if you pay your next monthly premium on time. It is your responsibility to ensure that there are sufficient funds in your bank account so that the debit order can be processed on the relevant date, as follows:
- a) **Debit Date:** this is the day of the month on which you have requested iWYZE to collect your monthly premium from your bank account (e.g. the 25th of each month); or
  - b) **Flexible Debit Date:** If you have given iWYZE permission to collect your monthly premium on another day of the month, this will be shown in your Policy Schedule as permission to apply a Flexible Debit Date. In this case, any reference to Debit Date in the policy document will also apply to the Flexible Debit Date and will have the same meaning.
- 10.2 iWYZE will make use of an Early Debit Order Service provided by certain South African banks to collect your premium if it is unpaid on the Debit Date that you have chosen, due to insufficient funds in your account. This service allows iWYZE to track your bank account and deduct the premium when enough money is available.
- 10.3 **For your policy to start** iWYZE must receive your premium for the first month, or part thereof, in advance. If we do not receive your premium, your policy will not start. Then iWYZE will amend your Cover Start Date to your next permissible Debit Date and will re-attempt to debit your account. If we are still unable to collect your premium, your policy will not start.
- 10.4 **For your policy to renew each month** you must pay your premium in advance every month by no later than the Debit Date.
- 10.5 **If you do not pay your premium**, we will automatically attempt to collect the premium after 15 days. If we are unable to collect your premium, you will not have cover for this Period of Insurance.
- 10.6 **At your next Debit Date**, your cover will resume and we will attempt to collect your premium. If we are still unable to collect your full monthly premium, your policy will automatically be cancelled from the first Debit Date on which you did not pay your premium. You will have no cover for any Period of Insurance that you did not pay for.
- 10.7 **IMPORTANT:** The 15-day grace period described above will only apply from the second month from your Cover Start Date. The 15-day grace period will not apply if we have never received a single premium payment from you. In this case, non-payment will result in the policy being automatically cancelled with effect from the Cover Start Date.
- 10.8 Where the Debit Date falls on a public holiday or weekend, the premium will be collected on the last working day prior, or the first working day thereafter.
- 10.9 If you put a stop payment on your premium, the policy will be cancelled automatically from the Debit Date on which you did not pay your premium.
- 10.10 iWYZE will not charge you interest on late payment of premiums.

## 11. CHANGES AFTER A CLAIM

- 11.1 The Compensation Limit does not change when you have a claim, but your premium might be affected. iWYZE may choose to wait until the policy anniversary date to increase your premiums or we may ask you to pay a higher premium with effect from the date of loss or damage.
- 11.2 iWYZE may also change the terms and conditions of your policy following a claim.

## 12. WHAT IS NOT COVERED UNDER YOUR iWYZE POLICY

### FRAUD, DISHONESTY AND MISREPRESENTATION

12.1 iWYZE does not compensate you for claims based on fraud, dishonesty or misrepresentation (giving misleading or incorrect information), including exaggerated claims. If iWYZE compensates you for any claims that we later discover to have been based on fraud, dishonesty or misrepresentation, you must pay back the amount of the compensation immediately when iWYZE asks for it. iWYZE will cancel your policy and you may face criminal charges.

### EVENTS DELIBERATELY CAUSED

12.2 iWYZE does not compensate you for any claims if you, or any person colluding with you, deliberately causes the Covered Event, loss or damage.

### WAR, RIOTS, LABOUR STRIKES OR TERRORISM

12.3 iWYZE will not accept any claims for events resulting directly or indirectly from any one or more of the following:

- a) labour disturbances, riots, strikes, lockouts or public disorder, or any acts that are aimed to cause these;
- b) war and warlike activities, for example invasion, acts of foreign enemies, and civil war;
- c) martial law, mutiny, military uprising or a state of siege, or any event which may cause these;
- d) revolution, including protests, rebellion, civil disobedience, and inciting fear in the public;
- e) acts or attempts to overthrow the government or any local or tribal authority by force or by means of fear, terrorism or violence;
- f) terrorism or the threat of terrorism, or the attempt to cause terrorism or the threat of terrorism;
- g) any events for which a fund is established under the War Damage Insurance and Compensation Act, No 85 of 1976 or any similar Act; and
- h) the acts of any lawfully established authority to control, prevent, suppress or otherwise deal with any of the activities listed above.

### CLAIMS RELATED TO NUCLEAR MATERIAL

12.4 iWYZE does not compensate you for claims resulting directly or indirectly from any of the following:

- a) ionising, radiation, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel - combustion includes any self-sustaining process of nuclear fission;
- b) contamination from nuclear material in any form, including from nuclear waste;
- c) nuclear fission or fusion; and
- d) nuclear weapons or nuclear explosion.

12.5 iWYZE does not compensate you for these claims even if another event or cause (regardless of the sequence of events) contributed to the loss, damage, bodily injury or Liability.

### CONFISCATION BY LAWFUL AUTHORITIES

12.6 iWYZE does not compensate you for any claims related to loss, damage, bodily injury or Liability if a lawful authority takes the insured items, for example, by nationalising, commandeering, seizing, confiscating, attaching or impounding.

**Example:** If you buy a car that later turns out to be stolen and the police confiscate it from you, you cannot claim for the loss of that car.

### CONSEQUENTIAL LOSS

12.7 Except where otherwise specified, iWYZE does not compensate you for claims for Consequential Loss.

### THEFT UNDER FALSE PRETENCES (SCAMS)

12.8 iWYZE does not compensate you for claims for Covered Events, loss or damage arising from scams, fraud or theft by false pretences.

**Example:** If you sell your car and the buyer fails to make the actual payment, iWYZE will not compensate you for the loss of the car.

## UNAUTHORISED REPAIRS

12.9 iWYZE does not compensate you when we have not assessed the insured vehicle and we have not given approval for repairs to your Vehicle.

**Examples:** iWYZE will not compensate you for the cost of the repairs if your car is damaged in an accident and you decide to have it repaired without first obtaining approval from iWYZE.

## LIABILITY RELATED TO CONTRACTS

12.10 iWYZE does not compensate you for Liability arising from a contract you entered into unless you would have been Liable even if there were no contract.

## FINES AND PENALTIES

12.11 iWYZE does not compensate you for punitive damages, fines or penalties that you are held Liable for.

## POLLUTION OR CONTAMINATION

12.12 iWYZE does not compensate for Liability related to pollution or contamination of any type. This includes the cost of cleaning up or replacing any property damaged by pollution or contamination.

## ILLEGAL ACTIVITIES

12.13 iWYZE does not compensate for loss, damage or Liability to the insured property which arises as a result of a criminal act by you.

## SANCTIONS

12.14 iWYZE does not insure you for, or compensate for, any event or claim which would result in the exposure of iWYZE to any sanction, prohibition or restriction under United Nations regulations or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom and the United States of America.

## GROSS NEGLIGENCE

12.15 iWYZE does not compensate for loss, damage or Liability caused by your gross negligence. This will include but is not limited to materially exceeding national and local speed limits and the use of cellphones in contravention with national traffic legislation.

## 13. SOUTH AFRICAN LAW APPLIES

13.1 South African law applies to this policy and only the courts of the Republic of South Africa may deal with any dispute in respect of this policy.