



## MOTOR VEHICLES

### 1. HELPFUL DEFINITIONS

- You/your/yourself/yours:** Means you, the policyholder and includes your spouse/partner and or any family members who live with you and who are financially dependent on you and or the regular driver shown in your Policy Schedule, or anyone driving your insured Vehicle with your permission.
- Vehicle:** Means the insured Vehicle shown in your Policy Schedule. It includes Vehicle Accessories and spare parts that are in or on the Vehicle.
- Vehicle Accessories:** Refers to items which are fitted to your Vehicle in such a way that they cannot be removed without the use of a tool or tools without being damaged, for example the Vehicle's bumper or spotlights.
- Standard Vehicle Accessories:** These are Vehicle Accessories that are fitted during production of the Vehicle and are included in the manufacturer's standard specification of the particular Vehicle model. These accessories are fitted before any optional extras or additions that the original buyer may request from the manufacturer, before purchasing the Vehicle.
- Non-Standard Vehicle Accessories:** These are Vehicle Accessories that can be added during the time of purchase, or after the Vehicle's purchase. These include enhancements, optional extras and/or any additional accessories. These accessories generally increase the value of the Vehicle, must be insured separately and will be shown in your Policy Schedule. Mag wheels purchased and fitted to your Vehicle are an example of Non-Standard Vehicle Accessories.
- Depreciation:** Refers to a decrease in value of an item over time.
- Betterment:** The purpose of insurance is to place you in the same position as you were before the loss. If you are placed in a better position than before the loss, then the principle of betterment applies and you are liable for the cost of the improvement. A typical instance of betterment happens when tyres are damaged in an accident and need to be replaced while repairing the Vehicle. As it is not possible to replace damaged tyres with tyres in a similar condition as before the accident, the Insurer replaces these used tyres with brand-new tyres. Thus, you are in a better position than before the loss and a Betterment amount will be deducted from the final settlement.
- Total Loss:** If your Vehicle is stolen or hijacked and not recovered, or it is damaged to the extent that we regard it as being uneconomical to repair (i.e. written off), it is considered a Total Loss.

### 2. TYPES OF VEHICLES WE INSURE

2.1. We insure the following types of Vehicle/s:

CATEGORY	TYPE OF VEHICLE	DESCRIPTION
A	Cars	Private motor cars (including station wagons but excluding, minibuses)
B	LDVs	Light delivery Vehicles or double-cab Vehicles with a gross Vehicle mass not exceeding 3 500kg
C	4 X 4 and 4 X 2 Vehicles	4X4 or 4X2 Vehicles with a gross Vehicle mass not exceeding 3 500kg

2.2. We insure the Vehicle shown in your Policy Schedule and registered in your name or that of your spouse or partner.

### 3. CHOOSING AN INSURED VALUE TYPE

- 3.1. When you submit a claim for loss or damage to your Vehicle, we will determine the Insured Value of your Vehicle at the time of the incident resulting in the claim. This will be based on the Insured Value Type that you have chosen (**see 3.2 below**) and that is shown in your Policy Schedule. The maximum compensation provided by us will be this Insured Value, less the following deductions:
- your Excess;
  - any compensation owed to you by another insurer if your Vehicle is insured with more than one insurer (see definition of Dual Insurance in the General Terms & Conditions of your Policy);
  - the Depreciation (decrease in value) of your Vehicle and/or its accessories;
  - adjustment of the Vehicle value as a result of the age of the Vehicle, condition and odometer reading; and
  - your contribution to any improvement in your situation (i.e. Betterment).
- 3.2. There are three types of Insured Values for Vehicles falling into categories A, B, and C (**see point 2.1**). You may choose one of the following Insured Value Types and the one you select will be shown in your Policy Schedule:
- Retail Value
  - Market Value
  - Specified Value

We may agree to insure your Vehicle on a Specified Value basis where the Market or Retail Value cannot be determined. This is sometimes the case with classic or vintage cars.

## RETAIL VALUE

- 3.2.1. The Retail Value of a Vehicle is determined by referring to the 'Auto Dealers' Guide. This is a publication which the Short-term insurance industry uses as a benchmark for the Retail Value of motor vehicles. The Retail Value is the price this guide estimates at which most dealers are prepared to sell your Vehicle (including its Standard Vehicle Accessories) based on its make, model, age, mileage and general condition. In the event of a Total Loss and if your Vehicle is insured for its Retail Value, you will be compensated based on the current Retail Value applicable to your Vehicle at the time of the incident resulting in the claim.
- 3.2.2. The following items must be insured separately:
- Non-Standard Vehicle Accessories;
  - Credit Shortfall (**see point 9.9**).
- 3.2.3. You may change the insured amounts of any Non-Standard Vehicle Accessories at any time.
- 3.2.4. We will automatically estimate the current Insured Value of your Vehicle annually on your policy anniversary date. The relevant portion of your insurance premium will be adjusted based on this estimate of the current Insured Value. The annual adjustment will ensure that the value on which your premium is based is as close as possible to the Insured Value of your Vehicle, which we will determine in the event of a claim. Premium adjustments are intended to ensure that your premium is aligned with the cover provided.

## MARKET VALUE

- 3.2.5. The Market Value of a Vehicle is also determined with reference to the 'Auto Dealers' Guide' and is the average between the Retail Value (**as explained in point 3.2.1**) and the Trade Value of a Vehicle. The Trade Value is the price this guide estimates at which most dealers would be prepared to buy your Vehicle from you, based on its make, model, age, mileage and general condition. In the event of a Total Loss and if your Vehicle is insured for its Market Value, you will be compensated based on the current Market Value applicable to your Vehicle at the time of the incident resulting in the claim.
- 3.2.6. Non-Standard Vehicle Accessories must be insured separately.
- 3.2.7. You may change the insured amounts of any Non-Standard Vehicle Accessories at any time.
- 3.2.8. We will automatically estimate the current Insured Value of your Vehicle annually on your policy anniversary date. The relevant portion of your insurance premium will be adjusted based on this estimate of the current Insured Value. The annual adjustment will ensure that the value on which your premium is based is as close as possible to the Insured Value of your Vehicle, which we will determine in the event of a claim. Premium adjustments are intended to ensure that your premium is aligned with the cover provided.

## SPECIFIED VALUE

- 3.2.9. If we have agreed to insure your Vehicle for a Specified Value, you must provide us with proof of the value of the Vehicle from two reputable motor vehicle dealers. You must agree with us the value at which you wish to insure your Vehicle. This includes its Standard and Non-Standard Vehicle Accessories. If the condition of the Vehicle worsens after the mentioned valuation, but before a claim, the amount of compensation you are entitled to may be lower if there is a claim.
- 3.2.10. At each policy anniversary date, you must provide new proof of your Vehicle's value to us for the next 12 months of insurance. If you do not provide proof of value to us by the anniversary date of your policy and the policy is renewed, the existing Specified Value will not change. If your Specified Value does not reflect the current valuation of your Vehicle, you could end up paying a higher premium than that justified by your Insured Value.
- 3.2.11. **IMPORTANT:** If you submit a claim under this policy and your Insured Value type is Specified Value, we will not compensate you more than the Compensation Limit shown in your Policy Schedule

## 4. DESCRIPTION OF USE

- 4.1. The type of cover you choose for your Vehicle must be based on how it is used. This is shown in your Policy Schedule. You need to specify your Description of Use correctly, as this influences the premium charged and will affect the validity of any claim you submit. Vehicles can be covered either for Domestic Use or for Business Use.

### DOMESTIC USE

- 4.2. This refers to your Vehicle being used only for private, social or pleasure purposes and to drive yourself to and from your regular place of work. It excludes situations where you use your Vehicle for:
- business and professional purposes;
  - hiring out for reward;
  - transporting passengers for reward;
  - carrying goods for business purposes;
  - teaching someone how to drive in return for payment;
  - any purpose related to the motor trade – except if your Vehicle is in for maintenance or repairs; and
  - any kind of racing, speeding, or any other contests, trails, rallies or 4x4 courses, test circuits, gymkhanas (time and/or speed events), fun day events or any event held on a race track sanctioned by a motoring club.

### BUSINESS USE

- 4.3. This refers to your Vehicle being used for private, social or pleasure purposes and to drive yourself to and from your regular place of work, as well as to professional or business appointments, which are a critical part of your work or employment. It excludes situations where you use your Vehicle for Commercial Use. Vehicles used for commercial activities will not be insured by us under this policy. Examples of Commercial Use include:
- hiring out for reward;
  - transporting passengers for reward;
  - carrying goods for reward;
  - teaching someone how to drive for reward;

- e) any purpose related to the motor trade except if your Vehicle is in for maintenance or repairs;
- f) any kind of racing, speeding, or any other contests, trails, rallies or 4x4 courses;
- g) use of a Vehicle for business purposes outside of South Africa; and
- h) use of a Vehicle for the running of a construction, plumbing, electrical installation, garden service or other maintenance business.

#### VEHICLE-SHARING

- 4.4. A vehicle-sharing agreement is where payment is received for giving lifts to passengers and no profit is made, or where the parties to the agreement rotate vehicles and drivers. Using your Vehicle under a vehicle-sharing agreement will not affect your cover, provided that:
- a) passengers are not carried as part of a passenger-carrying business (e.g. a taxi); and
  - b) total payments received for such journeys do not result in profit.

### 5. VEHICLE COVER OPTIONS

5.1. There are five types of cover options available for Vehicles in Categories A, B and C (**see point 2**):

- a) Comprehensive cover
- b) Low Mileage cover
- c) Daytime cover
- d) Third Party, Fire and Theft cover
- e) Third Party only cover

The cover you have chosen for each Vehicle is described below and will be shown in your Policy Schedule.

### 6. COMPREHENSIVE COVER

#### COMPREHENSIVE COVER INCLUDES:

6.1. If you choose Comprehensive vehicle cover, you are covered for:

- a) loss or damage to the insured Vehicle;
- b) Liability to third parties.

#### LOSS OR DAMAGE

6.2. If your insured Vehicle is damaged, stolen or hijacked and not physically recovered, we will (after receiving your Excess) compensate you for the loss or damage by means of one of the following:

- a) repairing your Vehicle at a repairer acceptable to us;
- b) replacing your Vehicle (as explained below); or
- c) paying the amount of the loss or damage.

6.3. **IMPORTANT:** The decision on how you will be compensated rests solely with us. If we decide to repair your Vehicle and it is no longer under warranty, we can choose to replace non-safety/critical parts with alternative parts (in other words, with parts that are not from the same source as those supplied by the original manufacturer of your Vehicle), or with used parts which have been reconditioned.

6.4. The maximum amount you will be compensated for will be based on the Insured Value Type as shown in your Policy Schedule, less the:

- a) Excess you must pay and any compensation due to you as a result of insuring your Vehicle with more than one insurer (see Dual Insurance in the General Terms & Conditions section); and
- b) Depreciation of your Vehicle and/or Vehicle Accessories.

6.5. If your Vehicle is the subject of a Credit Agreement in terms of the National Credit Act (Act 34 of 2005) any money due to you will be used first towards the repayment of the debt under the agreement, up to the maximum amount determined by your Insured Value Type. If the outstanding debt is less than this amount, the difference will be paid to you. If the debt is more, then the balance will be for your own account if you did not take the Optional Credit Shortfall cover available under this policy (see point 7.9).

6.6. If your window or windscreen is damaged, we compensate you for replacing or repairing the window glass of the Vehicle at a repairer of our choice. A separate Excess amount will apply if you only claim for window glass. Sunroofs and other glass that forms part of the body of the car are not considered to be window glass.

#### EMERGENCY MEDICAL EXPENSES

6.7. If any passenger in your Vehicle is injured as a direct result of loss or damage to your Vehicle, the Insurer compensates for the emergency medical expenses you have actually paid for, up to the amount shown in your Policy Schedule, for each passenger injured, if they are not otherwise insured.

#### TRAUMA COUNSELLING

6.8. If, whilst travelling in your Vehicle, you or members of your household become victims of a violent act of theft, attempted theft or hijacking resulting in trauma for which professional counselling is needed, the Insurer compensates for using these services up to the amount shown in your Policy Schedule. The counselling must be provided by a registered professional counsellor.

#### VEHICLE KEYS, LOCKS AND REMOTES

6.9. the Insurer compensates for loss or damage to your Vehicle's locks, keys and remote control units.

- a) the Insurer compensates up to the limit shown in your Policy Schedule for any one claim.
- b) the Insurer does not compensate for the cost of repairing or replacing keys, locks or remotes, which stop working due to mechanical or electrical breakdown incurred in the normal use of these devices.

## EMERGENCY ACCOMMODATION EXPENSES

- 6.10. In the event that your insured Vehicle is lost or damaged, the Insurer pays emergency accommodation expenses necessarily incurred by you and one passenger.
- We compensate up to the limit shown in your Policy Schedule for any one claim.
  - You may only claim under this benefit if the loss or damage took place more than 100km away from your home.

## NEW VEHICLES WITHIN 12 MONTHS OF FIRST REGISTRATION

- 6.11. If you are the first registered owner of a new Vehicle which is within 12 months of its first registration (at the time of the incident), and the Vehicle is a Total Loss, the Insurer compensates you as follows for Vehicles insured for their:
- Retail Value – the maximum compensation is the current purchase price of a new Vehicle of the same model (or similar model if the same model is not available) at the time of the loss or damage, less any Excess; or
  - Market or Specified Value – the maximum compensation is the Market Value or Specified Value as insured, adjusted for deterioration, less any Excess.

## PRE-OWNED OR OLDER VEHICLES

- 6.12. If you are not the first registered owner of the Vehicle, or the Vehicle was first registered more than 12 months ago (at the time of the incident), and the Vehicle is a Total Loss, the maximum compensation is the Retail Value, Market Value or Specified Value of the Vehicle less the Excess amount. The value is adjusted for deterioration (as relevant) at the time of the loss.

## LIABILITY TO THIRD PARTIES

- 6.13. The Insurer compensates if you are held Liable for another person's accidental death, bodily injury, loss or damage to property. (See point 10) for the terms and conditions of Liability Cover).
- 6.14. We do not compensate for Liability where you have insurance for Liability under any other motor vehicle insurance legislation.

## 7. LOW MILEAGE COVER

### LOW MILEAGE COVER INCLUDES:

- 7.1. If you choose Low Mileage vehicle cover, you are covered for the same cover listed under the COMPREHENSIVE COVER option (**see point 6**), but the following special conditions apply:
- the insured Vehicle must have a telematics tracking device installed by our approved service provider within the timeframe noted on the Policy Schedule and the device must always be active and in full working condition;
  - the installation and monthly cost of the telematics tracking device will be carried by the Insurer for a fixed term of 36 months, but if you cancel your policy within the term, you will be liable for the cost for the remainder of the term;
  - the mileage travelled may not exceed a limit of 300 kilometres per month, except for one Low Mileage Holiday per year which must be prearranged with and confirmed by the Insurer in writing; and
  - travelling is restricted to the land borders of the Republic of South Africa (RSA).

## 8. DAYTIME COVER

### DAYTIME COVER INCLUDES:

- 8.1. If you choose Daytime vehicle cover, you are covered for the same cover listed under the COMPREHENSIVE COVER option (**see point 6**), but the following special conditions apply to loss and damage:
- The insured Vehicle is covered for loss or damage as a result of:
- accidents and incidents that occur between 05:00 in the morning and 19:00 at night (no cover will be provided if the vehicle is driven outside this time frame);
  - hail and storms if resultant damage occurs at the Nighttime address; and
  - theft and attempted theft if the theft/attempted theft occurs at the Nighttime parking address.

## 9. OPTIONAL COVER OPTIONS

- 9.1. Optional cover is only available if you have insured your Vehicle for Comprehensive, Low Mileage or Daytime cover and includes the following options:
- Car Hire cover
  - Credit Shortfall cover (not applicable for non-financed vehicles)
- If you have any optional cover it will be shown in your Policy Schedule.

### CAR HIRE OPTION INCLUDES:

- 9.2. If you have a valid claim, we compensate you for hiring a car following loss or damage to your Vehicle in any of the following circumstances. If the Vehicle:
- cannot be driven;
  - is being repaired; or
  - is stolen and not recovered.
- IMPORTANT:** The car hire option does not apply when your Vehicle breaks down.
- 9.3. We arrange car hire for you from an approved car hire company in South Africa. We compensate you for the actual car hire charges for an unlimited travel distance, excluding:
- running costs (fuel and oil);
  - delivery fee of the hire car;
  - any security deposit;
  - any administration fee; and

- e) any Excess payable if you are in an accident in the hired car.
- 9.4. Please note that you will only be compensated if you accept the terms, conditions and exclusions of the car hire company.
- 9.5. The car hire group that you have selected is shown in your Policy Schedule.
- 9.6. The period of hire starts from either the date:
  - a) from which your Vehicle cannot be driven;
  - b) your Vehicle was handed to the vehicle repairer; or
  - c) the theft of your Vehicle was reported to us.
- 9.7. The period of hire ends not more than 24 hours following, whichever occurs the earliest:
  - a) repairs to your Vehicle have been completed;
  - b) day we compensate you for the Total Loss of your Vehicle; or
  - c) conclusion of the maximum number of days allowed for car hire as shown in your Policy Schedule.
- 9.8. If it is found that the claim for the incident was invalid, you will be responsible for all costs relating to the hired car and you will have to return the car to the rental company immediately.

**CREDIT SHORTFALL OPTION INCLUDES:**

- 9.9. Credit shortfall on an insured Vehicle is the difference between the total amount you owe to a registered credit provider (under the National Credit Act, Act 34 of 2005) as at the date of the loss or damage, and the Retail Value of the Vehicle. Should you wish to purchase Credit Shortfall cover, the selected Insured Value Type for your Vehicle must be Retail Value. If you have chosen optional Credit Shortfall cover, it will be shown in your Policy Schedule.

**An example of credit shortfall:** You buy a car for R160 000. You take out vehicle financing from a registered credit provider to pay off the car in instalments. During the vehicle loan repayment period, the Vehicle is written off and at that stage you owe the credit provider R150 000, but your Vehicle Retail value is R145 000. The insurance company would pay the credit provider R145 000 less your Excess. If you have Credit Shortfall cover, the outstanding amount of R5 000 on the credit agreement is paid to the credit provider. Without Credit Shortfall cover, you would have to pay the R5 000 credit shortfall plus the Excess yourself. With Credit Shortfall cover, you are only responsible for the Excess.

- 9.10. The Insurer only gives compensation for credit shortfall in the event of the Total Loss of your Vehicle.
- 9.11. The amount still owing on the credit agreement is the payment that would settle the actual debt owed to the credit provider, but does not include:
  - a) your Excess;
  - b) any instalments and/or interest in arrears before the date of loss or damage;
  - c) any additional finance charges; and
  - d) any non-factory fitted accessories which have not been insured separately.
- 9.12. If your Vehicle is the subject of an instalment sale agreement that includes a residual payment, the maximum amount we will pay is the credit shortfall amount that would have existed if the Vehicle was financed under an instalment agreement without a residual payment. The credit shortfall will be calculated in the month in which the claim is settled.
- 9.13. In the case of an agreement where the amount of any single instalment, excluding the residual amount, differs by more than 10% from any other instalment, compensation does not include:
  - a) early settlement penalties;
  - b) any other amounts refundable to you; or
  - c) any legal costs you owe the credit provider.
- 9.14. You will need to provide us with a copy of your credit agreement and a statement of your account showing the amount you still owe within 30 days of the loss or damage.

**10. THIRD PARTY, FIRE & THEFT COVER**

**THIRD PARTY, FIRE & THEFT COVER INCLUDES:**

- 10.1. If you choose Third Party, Fire and Theft cover, you are covered for:
  - a) loss or damage to your Vehicle resulting from fire, lightning, explosion;
  - b) loss or damage to your Vehicle resulting from theft and attempted theft; and
  - c) Liability to third parties.

**LOSS OR DAMAGE**

- 10.2. The Insurer compensates (after receiving your Excess) if your Vehicle is:
  - a) damaged as a result of fire, lightning, explosion;
  - b) damaged as a result of attempted theft; or
  - c) stolen or hijacked and not physically recovered.
- 10.3. We compensate for the loss or damage by means of one of the following:
  - a) repairing your Vehicle at a repairer acceptable to us; or
  - b) paying the amount of the loss or damage.
- 10.4. **IMPORTANT:** The decision on how you will be compensated rests solely with us. If we decide to repair your Vehicle and it is no longer under warranty, we can choose to replace non-safety/critical parts with alternative parts (in other words, with parts that are not from the same source as those supplied by the original manufacturer of your Vehicle), or with used parts which have been reconditioned.

- 10.5. The maximum amount you will be compensated for will be based on the Insured Value Type as shown in your Policy Schedule, less the:
- a) Excess you must pay and any compensation due to you as a result of insuring your Vehicle with more than one insurer (see Dual Insurance in the General Terms and Conditions section); and
  - b) Depreciation of your Vehicle and/or accessories.

#### LIABILITY TO THIRD PARTIES

- 10.6. The Insurer compensates if you are held Liable for another person's accidental death, bodily injury, loss or damage to property. **(See point 12 for the terms and conditions of Liability Cover).**

### 11. THIRD PARTY ONLY COVER

#### THIRD PARTY ONLY COVER INCLUDES:

- 11.1. If you choose Third Party Only cover, the Insurer compensates if you are held Liable for another person's accidental death, bodily injury, loss or damage to property. **(See point 12 for the terms and conditions of Liability Cover).**

### 12. LIABILITY COVER

#### LIABILITY COVER INCLUDES:

##### COVER FOR VEHICLES INSURED UNDER THIS POLICY

- 12.1. The Insurer compensates if you are held Liable for another person's accidental death, bodily injury, loss or damage to property caused:
- a) by your Vehicle during the Period of Insurance; or
  - b) while your Vehicle is towing a trailer, caravan, or a Vehicle in Category A, B or C (see point 2) during the Period of Insurance.
- 12.2. **IMPORTANT:** We do not compensate if you are towing for reward.

##### COVER WHILE OTHER PEOPLE USE YOUR VEHICLE

- 12.3. The Insurer compensates any person who is driving or using your insured Vehicle with your permission if such person is held Liable for another person's accidental death, bodily injury, loss or damage to property occurring during the Period of Insurance. The person driving your Vehicle with your permission must:
- a) not have a right to compensation under any other insurance;
  - b) not have been refused motor vehicle insurance at any time; and
  - c) comply with the terms, conditions and exclusions of this policy.
- 12.4. It is your responsibility to ensure that any person driving or using your Vehicle is aware of the terms and conditions of this policy.

##### COVER FOR VEHICLES NOT INSURED UNDER THIS POLICY

- 12.5. The Insurer compensates if you are held Liable for another person's accidental death, bodily injury, loss or damage to property caused while you are driving or using a Category A, B or C type vehicle (**see point 2**) which is not insured under this policy during the Period of Insurance. We only compensate if you:
- a) do not own the vehicle; and
  - b) are not buying, leasing or hiring the vehicle under a credit agreement or similar agreement.
- 12.6. Compensation does not include loss or damage to the vehicle itself.

#### COMPENSATION

- 12.7. Compensation includes the following:
- a) costs you are Liable for;
  - b) legal costs of the other person that you are Liable for; and
  - c) costs you incur with our permission to settle or defend a claim against you.
- 12.8. Compensation is limited to the amount shown in your Policy Schedule at the time of the Covered Event. This amount applies to any single event, or to any series of events that result from the same incident.

**An example of an event:** During a car accident, you crash into two other vehicles. This is regarded as a single incident containing two events and the maximum compensation is limited to the amount shown in your Policy Schedule. However, if you have two separate incidents on the same day in two different locations, your maximum compensation will apply to each incident and resulting event separately.

#### PASSENGER LIABILITY LIMIT

- 12.9. For drivers aged 25 and under, please see the limit of Liability shown in your Policy Schedule for accidental death of, or bodily injury to other persons travelling in the Vehicle. This is shown as the Passenger Liability Limit on your Policy Schedule.

#### LEGAL REPRESENTATION FOR LIABILITY CLAIMS

- 12.10. We may arrange representation for you at any inquiry into a death resulting from a Covered Event and/or legal representation for your defence at any criminal proceedings resulting from a Covered Event.

#### LIABILITY COVER EXCLUDES:

- 12.11. We do not compensate for Liability for the death of, or bodily injury to:
- a) yourself, a person using or driving the Vehicle with your permission, or members of your family who normally live with you;
  - b) your employees, other than your domestic employees, acting in the course of their employment with you at the time of the event;

- c) any person in or on a caravan or trailer while it is being towed by your insured Vehicle; and
  - d) any passenger who was outside the cab of your insured Vehicle at the time of the event.
- 12.12. We do not compensate for Liability for loss or damage to property which you, a person using or driving the Vehicle with your permission, or any members of your family own, look after or control.
- 12.13. We do not compensate for Liability for loss of or damage to property in or on a caravan or trailer while being towed.
- 12.14. We do not compensate for Liability where you have insurance for Liability under any other motor vehicle insurance legislation.

### 13. WHAT YOUR VEHICLE COVER EXCLUDES:

- 13.1. The Insurer does not compensate under this Policy Section for claims for any of the below points.
- a) Loss, damage, injury or Liability where the Vehicle, whether driven by you or another person, is used for any purpose other than that listed under Description of Use in your Policy Schedule.
  - b) Any authority lawfully taking or impounding the Vehicle or any part of the Vehicle.
  - c) Loss, damage, injury or Liability if you are driving your Vehicle without a valid driver's licence. If your licence is subject to renewal, you must not have been disqualified from getting it. This applies to any other person you might give permission to use your Vehicle. This exclusion will not apply if you are driving the Vehicle, or if you allow someone else to drive the Vehicle while learning to drive, as long as legislation relating to learner drivers is obeyed.
  - d) Loss, damage, injury or Liability if you are driving your Vehicle in countries outside South Africa, without having a licence and the necessary documentation required by legislation in that territory.
  - e) Loss, damage, injury or Liability caused if you are under the influence of intoxicating liquor, drugs or medication, or while the concentration of alcohol in your blood exceeds the statutory limit, or where you refuse to give a blood sample or a breath sample.
  - f) Loss, damage, injury or Liability where you have given any person consent to drive your Vehicle or where any member of your household or any other person who has your permission to access your premises uses your vehicle without your consent and it is involved in an accident when he or she is driving while under the influence of intoxicating liquor, drugs or medication, or the concentration of alcohol in their blood exceeds the statutory limit. You will not be compensated where the person driving your Vehicle refuses to submit to the taking of a blood sample or refuses to give a breath sample. This exclusion applies regardless of whether or not you were aware that the person you allowed to drive your Vehicle was under the influence of intoxicating liquor, drugs or medication, or that the concentration of alcohol in their blood exceeded the statutory limit.
  - g) Loss, damage, injury or Liability where your Vehicle is not roadworthy, according to the definitions in the provisions and regulations of The Road Traffic Ordinances of the Republic of South Africa or any similar legislation that applies in the country where it is driven.
  - h) Deterioration in value resulting from repairs after a Covered Event.
  - i) Loss, damage, injury or Liability where you leave the scene of the accident.

**Possible scenarios and what you should do:** You may not leave the scene of an accident if you are uninjured but have damaged someone else's property unless you have given all the necessary details to all parties involved. You may also not leave the scene of an accident if someone else involved in the accident has been injured, died at the scene or if state property has been damaged unless your injuries require medical attention or you have been given permission to leave by an SAPS member.

- j) Loss of or damage to any type of radio and other sound equipment that was not installed by the manufacturer of your car while the car was originally being assembled. Any radio or sound equipment you installed after the Vehicle was built is considered to be a Non-Standard Accessory (see Helpful Definitions) and must be separately insured under a General & Specified Valuables Policy Section.
- k) Depreciation, wear and tear, gradually operating causes (such as rust or corrosion), mechanical or electrical breakdown or failure including any damage resulting from a mechanical or electrical failure.
- l) Loss or damage caused by moths or other insects or their larvae, vermin such as rats, or your own domestic pets.
- m) Damage to tyres caused maliciously or by application of brakes, or by road punctures, cuts or bursts or distortion of the tyre.
- n) Damage to the engine (or directly connected parts) unless:
  - some other part of the Vehicle is damaged at the same time; or
  - the damage is caused upon impact during an accident.
- o) Theft of Vehicle Accessories and spare parts from the inside of the Vehicle or its boot unless there are visible signs of Forced Entry to the Vehicle.
- p) Loss or damage as a result of a domestic dispute between family members and/or between unrelated persons, regardless of whether or not they form part of the same family household.
- q) Loss of or damage to your Vehicle, or if you are held Liable for another person's loss, damage, accidental death or bodily injury, when someone used your Vehicle with your consent and failed to adhere to the terms and conditions of this policy.
- r) Loss of or damage to your Vehicle, or if you are held Liable for another person's loss, damage, accidental death or bodily injury, when a person that you know such as a friend, visitor, visiting relative or family member residing with you, used your Vehicle with or without your consent and failed to adhere to the terms and conditions of this policy.
- s) Loss or damage caused by or related to putting the incorrect fuel or oil in your Vehicle.
- t) Loss of or damage to your Vehicle if it is in the possession of a third party who is selling the Vehicle on your behalf.
- u) Loss of or damage caused by materially exceeding national and local speed limits.
- v) Loss or damage caused by or related to the use of a cellphone in contravention of legislation.
- w) Loss of or damage to your Vehicle where you left your Vehicle's keys in or on the car.
- x) Any expenses covered under the Road Accident Fund.
- y) Loss, damage, injury or Liability caused deliberately by You.
- z) Loss, damage, injury or Liability where the Vehicle is left unlocked and unattended.
- aa) Loss of income resulting from loss of or damage to your Vehicle.
- bb) Pre-existing damage to your Vehicle.

## 14. YOUR EXCESS

- 14.1. The Excess applicable to Motor Vehicle Cover is specified in your Policy Schedule. This is the amount that you must pay before we compensate you. This Excess does not apply to claims for Liability.

## 15. SPECIAL CONDITIONS

### YOU MUST AGREE TO A VEHICLE INSPECTION

- 15.1. We may request that an approved party inspects your Vehicle(s) at the start date of your cover or at any other time. You must submit your Vehicle for inspection immediately after being requested to do so. Based on the outcome of the Vehicle inspection, we also reserve the right to amend the terms and conditions of your policy, or to cancel your cover with immediate effect. Should your Vehicle not be inspected, we reserve the right to amend the terms of your policy, or cancel your cover for that Vehicle.

### YOU MUST KEEP YOUR VEHICLE SECURE

- 15.2. If your Policy Schedule states that your Vehicle must be fitted with a satellite tracking device with Stolen Vehicle Recovery (SVR) capability, it is your responsibility to prove that the required tracking device was installed. If you do not prove this, you will not receive compensation for claims arising from theft, attempted theft or hijacking or it could affect the activation of the policy. A satellite tracking system with SVR capability is any tracking device that has the ability, when installed and active, to specifically track the Vehicle to enable the tracking company to locate and recover/attempt to recover the Vehicle if it was stolen or hijacked.
- 15.3. We only compensate for loss or damage resulting from theft, attempted theft or hijacking if you comply with the service agreements and recommendations of the vehicle tracking system's manufacturers and installers.
- 15.4. For satellite tracking systems, we will only compensate if you:
- immediately notify the authorities and the vehicle tracking company of the event;
  - do not interfere (for example, by not paying fees) with the tracking or response company's ability or willingness to track and recover the Vehicle effectively;
  - do not cancel your service agreement.

### YOU MUST TELL US ABOUT ANY TRAFFIC OFFENCES, CHARGES OR CONVICTIONS

- 15.5. You must notify us immediately:
- of any endorsement, suspension or cancellation of your driver's licence. This also applies to anyone you allow to drive your Vehicle;
  - if you are being charged with, or convicted of, reckless, negligent or inconsiderate driving. This also applies to anyone you allow to use your Vehicle; and
  - of any conviction against you, or anyone who you allow to drive your Vehicle, for driving under the influence of alcohol, drugs or driving with a blood-alcohol level that is over the legal limit.

### COMPENSATION TO OTHERS

- 15.6. If more than one person has the right to insurance cover under this Policy Section, the Compensation Limit applies to the total compensation we give. You receive compensation before any other people insured under this Policy Section.

### YOU MUST LET US KNOW IF YOU NEED A TOWING SERVICE

- 15.7. If your Vehicle is damaged in an accident and needs to be towed, you must contact us for assistance. We will arrange for your Vehicle to be towed to the nearest approved repairer. Reasonable costs for towing will be paid for by us, including costs for storage of your Vehicle.
- 15.8. If you don't use a service provider approved by the Insurer, you will only be refunded for the amount that we would have paid for using a towing service provider approved by us and for storing the Vehicle at a storage site we have approved. This amount is shown in your Policy Schedule.
- 15.9. **IMPORTANT:** If you do not have a valid claim you will be held responsible for the towing and storage fees if you do not collect your vehicle from storage.

### RECOVERY OF EXCESS

- 15.10. We are not responsible for recovering your Excess from another party if they caused an accident which resulted in a claim under your policy. However, should we be successful in recovering the total damages (including the amount of the Excess), then we will repay your Excess.

### DAMAGE IN OTHER COUNTRIES

- 15.11. If your Vehicle is not covered under the Low Mileage cover option and the description of use applicable to your Vehicle is Domestic use, it is covered against loss or damage sustained or incurred within Botswana, Lesotho, Mozambique, Malawi, Namibia, Swaziland and Zimbabwe. In addition, you will be compensated for loss of or damage to the Vehicle occurring while it is being transported by water between ports within the above countries.
- 15.12. If your vehicle is damaged outside of South Africa you will be responsible for the costs and expenses involved in bringing your Vehicle back to South Africa. Once your Vehicle has been brought back, we will assess your Vehicle to determine whether it needs to be repaired, replaced, or a settlement needs to be made.
- 15.13. You must request a border cover letter from the Insurer prior to a trip crossing the border of Botswana, Lesotho, Mozambique, Malawi, Namibia, Swaziland and Zimbabwe in order to qualify for cover.
- 15.14. Cover for loss or damage sustained or incurred to your Vehicle within Botswana, Lesotho, Mozambique, Malawi, Namibia, Swaziland and Zimbabwe is limited to a period of 30 (thirty) days from the date that appears on your border cover letter. No cover will be provided thereafter.
- 15.15. **IMPORTANT:** Third Party Liability cover is only applicable to vehicles within the borders of South Africa. Cover must be arranged independently and at your own cost at the relevant borders of Botswana, Lesotho, Mozambique, Malawi, Namibia, Swaziland and Zimbabwe.



- 15.16. If the description of use applicable to your vehicle is Business Use then your vehicle is only covered for Business Use within the borders of South Africa.

#### LET US KNOW IF THERE IS A CHANGE TO THE REGULAR DRIVER

- 15.17. 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. Should this regular driver change, you must notify us immediately. The premium is calculated on the profile of the regular driver. If your premium is based on incorrect information supplied by you, we will be receiving an incorrect premium and your cover will be affected, which means that any loss, damage or Liability will not be covered.

#### IF SPARE PARTS ARE UNAVAILABLE

- 15.18. If any part to repair a Vehicle is not available in South Africa as a standard part, we will compensate you for an amount up to the manufacturer's list price at the time of the loss or damage. This amount includes the reasonable cost to transport the part other than by air to South Africa. We will not be responsible for any costs incurred as a result of delays due to the unavailability of spare parts.

#### YOU MUST TAKE CARE OF YOUR VEHICLE

- 15.19. You must take all reasonable steps to protect and ensure that your Vehicle is roadworthy at all times, according to relevant legislation.

#### ONLY THE POLICYHOLDER CAN CLAIM UNDER THIS POLICY SECTION

- 15.20. Only the policyholder may claim under this Policy Section. If the cover applies to someone other than the policyholder, the policyholder must claim for them. We have no further responsibility under this Policy Section once we have compensated you.

#### YOU MUST PAY THE COSTS OF RETURNING THE VEHICLE TO SOUTH AFRICA

- 15.21. If loss or damage occurs to the Vehicle outside South Africa, you are responsible for all costs you incur in bringing the Vehicle back to South Africa. We do not compensate you for these costs.

- 15.22. Until the Vehicle has been brought back to South Africa, we will not consider any claim for loss or damage to the Vehicle.

#### CUSTOMERS OVER 80 YEARS OF AGE

- 15.23. Any customer turning 80 years of age and who is listed as the Regular Driver of a Vehicle or motorcycle is required to provide a report from a medical practitioner confirming that he/she is fit to drive. This report must be completed on a standard form (available on request) and received before the next policy renewal/anniversary date. Should the medical report not be received, we reserve the right to amend the terms of your policy, or cancel your cover for that Vehicle.