



MOTOR VEHICLES

1. HELPFUL DEFINITIONS

Betterment:	The purpose of insurance is to place the Policyholder in the same position as before the loss. If placed in a better position than before the loss, then the principle of betterment applies and the Policyholder will be 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, the Policyholder is in a better position than before the loss and a Betterment amount will be deducted from the final settlement.
Depreciation:	Refers to a decrease in value of an item over time.
Incident Driver:	The Incident Driver is the person who was driving the Vehicle at the time of a registered claim incident.
Insurable Interest:	Refers to where a financial loss is suffered if the insured asset/s is lost, stolen or damaged.
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 the Policy Schedule. Mag wheels purchased and fitted to your Vehicle are an example of Non-Standard Vehicle Accessories
Policyholder:	Means the person who enters into the policy contract and who has an Insurable Interest in the asset/s on cover.
Regular Driver:	Means the person who drives the Vehicle most frequently during any monthly period. The risk premium is calculated by the risk profile of the Regular Driver based on the information given to us by the Policyholder.
Standard Vehicle Accessories:	These are Vehicle Accessories that are fitted during the 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.
Total Loss:	If the insured 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.
Vehicle Accessories:	Refers to items that are fitted to the insured 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.
Vehicle:	Means the insured Vehicle, which is legally registered, shown in the Policy Schedule. It includes Vehicle Accessories and spare parts that are in or on the Vehicle.
You/your/yourself/yours:	Means you, the Policyholder and includes his/her Spouse and or any family members who permanently live with the Policyholder and or the Regular Driver shown in the Policy Schedule, or anyone driving the insured Vehicle with the Policyholder's permission.

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	4X4 and 4X2 Bakkies	4X4 or 4X2 Bakkies with a gross Vehicle mass not exceeding 3 500kg

2.2. We insure the Vehicle shown in the Policy Schedule and registered in your name or that of the Policyholder's Spouse.

3. CHOOSING AN INSURED VALUE TYPE

3.1. When the Policyholder submits a claim for loss or damage to an insured Vehicle, we will determine the Insured Value of the Vehicle at the time of the incident resulting in the claim. This will be based on the Insured Value Type that was chosen (Retail, Market or Specified value as listed under this section) and that is shown in the Policy Schedule. The maximum compensation provided by us will be this Insured Value, less the following deductions:

- Excess;
- any compensation owed to the Policyholder by another insurer if the 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 the Vehicle and/or its accessories;
- adjustment of the Vehicle value as a result of the Vehicle's age, condition and odometer reading; and
- Betterment contribution to any improvement in the Policyholder's situation.

3.2. There are three types of Insured Values for Vehicles falling into categories A, B, and C (see the table under the 'Types of vehicles we insure' section). Any one of these Value Types may be selected and the one the Policyholder selects will be shown in the 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 the 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, the Policyholder will be compensated based on the current Retail Value applicable to the 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 the 'Optional Cover Options' section).

3.2.3. The Policyholder 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 the Vehicle annually on the policy's Anniversary Date. The relevant portion of the insurance premium will be adjusted based on this estimate of the current Insured Value. The annual adjustment will ensure that the value on which the premium is based is as close as possible to the Insured Value of the Vehicle, which we will determine in the event of a claim. Premium adjustments are intended to ensure that the 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 under the 'Choosing an insured value type' section) 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 the 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, the Policyholder will be compensated based on the current Market Value applicable to the 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. The Policyholder 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 the Vehicle annually on the policy's Anniversary Date. The relevant portion of the insurance premium will be adjusted based on this estimate of the current Insured Value. The annual adjustment will ensure that the value on which the premium is based is as close as possible to the Insured Value of the Vehicle, which we will determine in the event of a claim. Premium adjustments are intended to ensure that the premium is aligned with the cover provided.

SPECIFIED VALUE

- 3.2.9. If we have agreed to insure the Vehicle for a Specified Value, the Policyholder must provide us with proof of the value of the Vehicle from two reputable motor vehicle dealers. The Policyholder must agree with us on the value at which to insure the 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 may be lower if there is a claim.
- 3.2.10. At each policy Anniversary Date, the Policyholder must provide new proof of the Vehicle's value to us for the next 12 months of insurance. If this is not provided to us by the Anniversary Date of the policy and the policy is renewed, the existing Specified Value will not change. If the Specified Value does not reflect the current valuation of the Vehicle, the Policyholder could end up paying a higher premium than required by the Insured Value.
- 3.2.11. **IMPORTANT:** If the Policyholder submits a claim under this policy and the Insured Value type is Specified Value, we will not compensate more than the Compensation Limit shown in the Policy Schedule.

4. DESCRIPTION OF USE

- 4.1. The selected use of the Vehicle by the Policyholder must be based on how it is actually used. This is shown in the Policy Schedule. The Policyholder needs to specify the Description of Use correctly, as this influences the premium charged and will affect the validity of any claim submitted. It is equally important to note that if you disregard the Description of Use, certain situations where and how you use the Vehicle will be excluded.

PRIVATE USE

- 4.2. This refers to the 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 the following non-exhaustive scenarios:
 - a) business and professional purposes;
 - b) hiring out for reward;
 - c) transporting passengers for reward;
 - d) carrying goods for business purposes;
 - e) teaching someone how to drive in return for payment;
 - f) any purpose related to the motor trade – except if the Vehicle is in for maintenance or repairs subject to the Vehicle at all times being driven in accordance to terms and conditions that apply to the Policyholder; and
 - g) any kind of racing, speeding, or any other contests, trails, rallies or 4x4 courses, test circuits, gymkhanas (time and/or speed events).

Example: Speeding is dangerous and increases the risk of loss of life and the risk of being involved in accidents. Speeding is when you drive faster than the applicable speed limit, this is illegal, and we may exclude cover.

BUSINESS USE

- 4.3. This refers to the Vehicle being used for private, social or pleasure purposes and to drive 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 the Vehicle for Commercial Use. Vehicles used for commercial activities will not be insured by us under this policy. Non-exhaustive examples of Commercial Use include:
- a) hiring out for reward;
 - b) transporting passengers for reward;
 - c) carrying goods for reward;
 - d) teaching someone how to drive for reward;
 - e) any purpose related to the motor trade except if the Vehicle is in for maintenance or repairs subject to the Vehicle at all times being driven in accordance to terms and conditions that apply to the Policyholder;
 - f) any kind of racing, speeding, or any other contests, trails, rallies or 4x4 courses, test circuits, gymkhanas (time and/or speed events);
 - 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 the table under the 'Types of vehicles we insure' section):
- 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 the Policy Schedule.

6. COMPREHENSIVE COVER

COVERED EVENTS FOR COMPREHENSIVE COVER INCLUDE

- 6.1. If the Policyholder chooses Comprehensive vehicle cover, cover is provided for:
- a) loss of or damage to the insured Vehicle as a result of:
 - vehicle accidents;
 - theft, attempted theft, hijacking, attempted hijacking;
 - fire, lightning and explosion;
 - storm, flood, wind, water, hail or snow;
 - malicious damage;
 - accidental damage; and
 - windscreen damage.
 - b) Liability to third parties.

LOSS OR DAMAGE

- 6.2. If the insured Vehicle is damaged, stolen or hijacked and not physically recovered, we will (after receiving the Excess) compensate the Policyholder for the loss or damage by means of one of the following:
- a) repairing the Vehicle at a repairer acceptable to us;
 - b) replacing the 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 the Policyholder will be compensated for will be based on the Insured Value Type as shown in the Policy Schedule, less the:
 - a) Excess the Policyholder must pay and any compensation due to the Policyholder as a result of insuring the Vehicle with more than one insurer (see Dual Insurance in the General Terms & Conditions section); and
 - b) Depreciation of the Vehicle and/or Vehicle Accessories.
- 6.5. If the Vehicle is the subject of a Credit Agreement in terms of the National Credit Act regulations any money due to the Policyholder will be used first towards the repayment of the debt under the agreement, up to the maximum amount determined by the Insured Value Type. If the outstanding debt is less than this amount, the difference will be paid to the Policyholder. If the debt is more, then the balance will be for your own account if the Optional Credit Shortfall cover available under this policy (see the 'Optional Cover Options' section) was not chosen.
- 6.6. If a window or windscreen is damaged, we compensate for replacing or repairing the window glass of the Vehicle at a repairer of our choice. A separate Excess amount will apply when only claiming for window glass. Sunroofs and other glass that forms part of the body of the car are not considered to be window glass.

VEHICLE KEYS, LOCKS AND REMOTES

- 6.7. The Insurer compensates for loss of or damage to your Vehicle's locks, keys and remote control units.
 - a) the Insurer compensates up to the limit shown in the 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

- 6.8. If the insured Vehicle is lost or damaged, the Insurer pays emergency accommodation expenses necessarily incurred by you and one passenger.
 - a) We compensate up to the limit shown in the Policy Schedule for any one claim.
 - b) The Policyholder may only claim under this benefit if the loss or damage took place more than 100km away from his/her home.

NEW VEHICLES WITHIN 12 MONTHS OF FIRST REGISTRATION

- 6.9. 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 the Policyholder as follows for Vehicles insured for their:
 - a) 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
 - b) 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

- 6.10. 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

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

- 6.12. We do not compensate for Liability where you have insurance for Liability under any other motor vehicle insurance legislation and specifically including the Road Accident Fund and its predecessors or replacement legislation or liability that would have been covered by the Road Accident Fund if they would cease to function.

7. LOW MILEAGE COVER

COVERED EVENTS FOR LOW MILEAGE COVER INCLUDE

- 7.1. If the Policyholder chooses Low Mileage vehicle cover, cover is the same as listed under the COMPREHENSIVE Cover Option, but the following special conditions apply:
- a) the insured Vehicle must have a telematics tracking device installed by our approved service provider within the timeframe noted in the Policy Schedule and the device must always be active and in full working condition;
 - b) 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 the policy is cancelled within the term, the Policyholder will be liable for the cost for the remainder of the term;
 - c) the distance travelled may not exceed a limit of 300 kilometres per month, except for one Low Mileage Holiday per year which must be prearranged with us and confirmed by the Insurer in writing; and
 - d) travelling is restricted to the land borders of the Republic of South Africa (RSA).

8. DAYTIME COVER

COVERED EVENTS FOR DAYTIME COVER INCLUDE

- 8.1. If the Policyholder chooses Daytime vehicle cover, you are covered for the same cover listed under the COMPREHENSIVE Cover Option, but the following special conditions apply to loss and damage:
- The insured Vehicle is covered for loss or damage as a result of:
- a) 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);
 - b) hail and storms if resultant damage occurs at the Nighttime parking address as shown in the Policy Schedule; and
 - c) theft and attempted theft if the theft/attempted theft occurs at the Nighttime parking address as shown in the Policy Schedule.

9. OPTIONAL COVER OPTIONS

- 9.1. Optional cover is only available if the Policyholder insured the Vehicle for Comprehensive, Low Mileage or Daytime cover. Optional cover includes the following options and if applied for and purchased, it will be shown in the Policy Schedule:
- a) Car Hire cover;
 - b) Credit Shortfall cover (not applicable for non-financed vehicles).

COVERED EVENTS FOR THE CAR HIRE COVER INCLUDE

- 9.2. If you have a valid claim, we compensate for hiring a car following loss of or damage to the Vehicle in any of the following circumstances. If the Vehicle:
- a) cannot be driven;
 - b) is being repaired; or
 - c) is stolen and not recovered.
- IMPORTANT:** The car hire option does not apply when the Vehicle breaks down.
- 9.3. We arrange car hire for the Policyholder from an approved car hire company in South Africa. We compensate for the actual car hire charges for an unlimited travel distance, excluding:
- a) running costs (fuel and oil);
 - b) delivery fee of the hired car;
 - c) any security deposit;
 - d) any administration fee; fines or Toll fees;
 - e) loss of or damage to the hired car; and
 - f) any Excess payable if you are in an accident in the hired car.
- 9.4. Please note that the Policyholder will only be compensated if the terms, conditions and exclusions of the car hire company are accepted.

- 9.5. The car hire group selected is shown in the Policy Schedule.
- 9.6. The period of hire starts from either the date:
- a) from which the insured Vehicle cannot be driven;
 - b) the insured Vehicle was handed to the vehicle repairer; or
 - c) the theft of the insured 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 the insured Vehicle have been completed;
 - b) day we compensate the Policyholder for the Total Loss of the insured Vehicle; or
 - c) conclusion of the maximum number of days allowed for car hire as shown in the Policy Schedule.
- 9.8. If it is found that the claim for the incident was invalid, the Policyholder will be responsible for all costs relating to the hired car and will have to return the car to the rental company immediately.

COVERED EVENTS FOR THE CREDIT SHORTFALL COVER INCLUDE

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

An example of Credit Shortfall: Purchase price of a car is R160 000. Vehicle financing is obtained 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, the credit provider is owed R150 000, but the Vehicle Retail value is R145 000. The insurance company will pay the credit provider R145 000 less the Excess. If there is Credit Shortfall cover, the outstanding amount of R5 000 on the credit agreement is paid to the credit provider. Without Credit Shortfall cover, the Policyholder will have to pay the R5 000 Credit Shortfall plus the Excess. With Credit Shortfall cover, the Policyholder is 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) 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 that have not been insured separately.
- 9.12. If the Vehicle is the subject of an instalment sale agreement that includes a residual balloon 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 balloon 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 owed to the credit provider.
- 9.14. The Policyholder will need to provide us with a copy of the credit agreement and a statement of account showing the amount still owed within 31 days of the loss or damage.

10. THIRD PARTY, FIRE & THEFT COVER

COVERED EVENTS FOR THIRD PARTY, FIRE & THEFT COVER INCLUDE

- 10.1. If the Policyholder chooses Third Party, Fire and Theft cover, cover is provided for:
- a) loss or damage to the insured Vehicle resulting from:
 - fire, lightning, explosion; and
 - theft, attempted theft, hijacking and attempted hijacking.
 - b) Liability to third parties.

LOSS OR DAMAGE

- 10.2. The Insurer compensates (after receiving your Excess) if the 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 the Vehicle at a repairer acceptable to us; or
 - b) paying the amount of the loss or damage.

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.

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

LIABILITY TO THIRD PARTIES

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

11. THIRD PARTY ONLY COVER

COVERED EVENTS FOR THIRD PARTY ONLY COVER INCLUDE

- 11.1. If the Policyholder chooses 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 the 'Liability Cover' section for the relevant terms and conditions).

12. LIABILITY COVER

COVERED EVENTS FOR LIABILITY COVER INCLUDE

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 the Vehicle during the Period of Insurance; or
 - b) while the Vehicle is towing a trailer, caravan, or a Vehicle in Category A, B or C during the Period of Insurance, subject to all legal towing requirements being met.
- 12.2. **IMPORTANT:** We do not compensate if you are towing for reward.

COVER WHILE OTHER PEOPLE USE THE INSURED 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 the Policyholder is held Liable for another person's accidental death, bodily injury, loss or damage to property caused while driving or using a Category A, B or C type vehicle which is not insured under this policy during the Period of Insurance. However, if the Vehicle is insured under any other policy, we will not compensate. We only compensate if the Policyholder:
- a) does not own the Vehicle; and

- b) is not buying, leasing or hiring the Vehicle under a credit agreement or similar agreement.
- 12.6. Compensation does not include loss of 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 the 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 the Policy Schedule. However, if you have two separate incidents on the same day in two different locations, the 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 the Policy Schedule for accidental death of, or bodily injury to other persons travelling in the Vehicle. This is shown as the Passenger Liability Limit in the Policy Schedule.

LEGAL REPRESENTATION FOR LIABILITY CLAIMS

- 12.10. We may arrange representation for 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) the Policyholder, any member of his/her family or anyone else who normally lives with the Policyholder at the Private Residence;
 - b) your employees, including 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 if your Vehicle claim has been rejected.
- 12.15. We do not compensate for Liability where you have or benefit from insurance for Liability under any other motor vehicle insurance legislation and specifically including the Road Accident Fund and its predecessors or replacement legislation or liability that would have been covered by the Road Accident Fund if they would cease to function.

13. WHAT VEHICLE COVER EXCLUDES

- 13.1. The Insurer does not compensate under this Policy Section for claims for any of the below:
- 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 the Policy Schedule and specifically noting restrictions of use;
 - 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 the 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 the 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 the 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, intoxicating substances, 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 the Vehicle or where any member of your household or any other person who has your permission to access your premises uses the Vehicle without your consent and it is involved in an accident when he or she is driving while under the influence of intoxicating liquor, intoxicating substances, drugs or medication, or the concentration of alcohol in their blood exceeds the statutory limit. The Policyholder will not be compensated where the person driving the 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 the Vehicle was under the influence of intoxicating liquor, intoxicating substances, drugs or medication, or that the concentration of alcohol in their blood exceeded the statutory limit;
- g) loss, damage, injury or Liability where the 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 a South African Police Service member.

- j) loss of or damage to any type of radio and other sound equipment that was not installed by the manufacturer of the Vehicle while the Vehicle 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 the General & Specified Items 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, including to tyres and rims, caused 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 and body panel of the Vehicle is structurally and optically 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 the Vehicle, or if you are held Liable for another person's loss, damage, accidental death or bodily injury, when someone used the Vehicle with your consent and failed to adhere to the terms and conditions of this policy;
- r) loss of or damage to the 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 the 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 the Vehicle;
- t) loss of or damage to the Vehicle if it is in the possession of a third party who is selling the Vehicle on your behalf;
- u) loss of or damage while materially exceeding the national and local speed limits, this includes the approach speed leading to an accident that impacts on the reaction time of the driver of the insured Vehicle;
- v) loss or damage caused if using or related to the use of any mobile devices such as cellphones in contravention of legislation;
- w) loss of or damage to the Vehicle where you left your Vehicle's keys in or on the car;
- x) any Liability or expenses covered under the Road Accident Fund or what would have been covered under the Road Accident Fund if it is for any reason no longer functional;
- y) loss, damage, injury or Liability caused deliberately or recklessly 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 the Vehicle; and

bb) pre-existing damage to the Vehicle.

14. EXCESS

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

15. SPECIAL CONDITIONS

AGREE TO A VEHICLE INSPECTION

- 15.1. We may request that an approved party inspects the Vehicle(s) at the start date of cover or at any other time. The Vehicle must be submitted 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 the policy, or to cancel cover with immediate effect. Should the Vehicle not be inspected, we reserve the right to amend the terms of the policy, or cancel cover for that Vehicle.

KEEP THE INSURED VEHICLE SECURE

- 15.2. If the Policy Schedule states that the Vehicle(s) be fitted with a security system, it is your responsibility to prove that the security system was installed, maintained and operational. If you cannot prove this, theft, attempted theft, hijacking or attempted hijacking claims will not be paid. Examples of security systems are approved tracking systems with Stolen Vehicle Recovery (SVR) service.

IMPORTANT: A tracking system with Stolen Vehicle Recovery (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 theft, attempted theft, hijacking or attempted hijacking if you comply with the following:
- a) the service agreement of tracking and recovery services must be maintained; and
 - b) the tracking unit must be tested regularly.

TELL US ABOUT ANY TRAFFIC OFFENCES, CHARGES OR CONVICTIONS

- 15.4. The Policyholder must notify us immediately:
- a) of any endorsement, suspension or cancellation of your driver's licence. This also applies to anyone you allow to drive the Vehicle;
 - b) if you are being charged with, or convicted of, reckless, negligent or inconsiderate driving. This also applies to anyone you allow to use the Vehicle; and
 - c) of any conviction against you, or anyone allowed to drive the 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

- 15.5. 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. The Policyholder receives compensation before any other people insured under this Policy Section subject to no Credit Shortfall agreement being in place.

LET US KNOW IF A TOWING SERVICE IS NEEDED

- 15.6. If the Vehicle is damaged in an accident and needs to be towed, you must contact us for assistance. We will arrange for the Vehicle to be towed to the nearest approved repairer. Reasonable costs for towing will be paid for by us, including costs for storage of the Vehicle.
- 15.7. If a service provider not approved by the Insurer is used, only 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, will be refunded. This amount is shown in the Policy Schedule.
- 15.8. **IMPORTANT:** If you do not have a valid claim the Policyholder will be held responsible for the towing and storage fees when you collect your vehicle from storage.

RECOVERY OF EXCESS

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

DAMAGE IN OTHER COUNTRIES

- 15.10. If the Vehicle is not covered under the Low Mileage Cover Option and the description of use applicable to the Vehicle is Private use, it is covered against loss or damage sustained or incurred within Botswana, Lesotho, Mozambique, Malawi, Namibia, Eswatini and Zimbabwe. In addition, the Policyholder 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.
- 15.11. If the Vehicle is damaged outside of South Africa you will be responsible for the costs and expenses involved in bringing the Vehicle back to South Africa. Until the Vehicle has been brought back to South Africa, we will not consider any claim for loss or damage to the Vehicle. Once the Vehicle has been brought back, we will assess the Vehicle to determine whether it needs to be repaired, replaced, or a settlement needs to be made.
- 15.12. The Policyholder must request a border cover letter from the Insurer prior to a trip crossing the border of Botswana, Lesotho, Mozambique, Malawi, Namibia, Eswatini and Zimbabwe to qualify for cover.
- 15.13. Cover for loss or damage sustained or incurred to the Vehicle within Botswana, Lesotho, Mozambique, Malawi, Namibia, Eswatini and Zimbabwe is limited to a period of 31 (thirty-one) days from the date that appears on the border cover letter. No cover will be provided thereafter.
- 15.14. **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, Eswatini and Zimbabwe.
- 15.15. If the description of use applicable to the Vehicle is Business Use then the Vehicle is only covered for Business Use within the borders of South Africa and there is no cover beyond the borders of South Africa.

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

- 15.16. The Regular Driver is the person who drives the Vehicle most frequently in any monthly period. This person will be noted in the Policy Schedule. Should this Regular Driver change, the Policyholder must notify us immediately. The premium is calculated on the risk profile of the Regular Driver. If the premium is based on incorrect information supplied by the Policyholder on behalf of you, we will be receiving an incorrect premium and the cover will be affected, which means that any loss, damage or Liability may not be covered.

IF SPARE PARTS ARE UNAVAILABLE

- 15.17. If any part to repair a Vehicle is not available in South Africa as a standard part, we will compensate 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.

TAKING CARE OF THE VEHICLE

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

ONLY THE POLICYHOLDER CAN CLAIM UNDER THIS POLICY SECTION

- 15.19. 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 the Policyholder.

CUSTOMERS OVER 85 YEARS OF AGE

- 15.20. Any customer turning 85 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.