



PERSONAL POLICY



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1 GENERAL

1.1 This section applies to all sections of Your policy.

1.2 These general conditions are subject to the provisions of Section 53 of the Short-term Insurance Act No. 53 of 1998 (as amended) and the Insurance Act 18 of 2017 and the regulations to the aforementioned acts

1.3 DEFINITIONS

1.3.1 **You / Your / Yours / Yourself** means the person named in the Application and Schedule as well as an approved driver note on the Schedule.

1.3.2 **We / Us / Our** means to Renasa Insurance Company Limited or its nominated administrators.

1.3.3 **Damage** means the accidental loss of, physical damage to or theft of Your tangible property.

1.3.4 **Approved communication method** means either mail, email, registered post to the last known postal address that We have, facsimile transmission, or any other electronic communication method such as SMS or WhatsApp or documents hand delivered to You, and shall upon sending be deemed to have been received by You.

1.3.5 **An approved driver** means a driver listed in the Schedule, who submitted a nominated driver questionnaire and who was accepted by Us specifically and that has a valid driver's licence at the time of the date of loss or in the case of a learner driver such person has to be accompanied by another approved driver listed on the Schedule.

1.4 PROVISION OF COVER

1.4.1 If You comply with all the terms and conditions in this policy including the payment of the premium on or before the due date, We agree to pay You for any Damage to property specified in the policy schedule.

1.4.2 We may decide whether We will replace, repair or pay You in cash to settle Your claim, subject to the sum insured including VAT.

1.5 PROVISION OF CORRECT INFORMATION

1.5.1 The cover under this policy is based on the information provided by You during the application for insurance phase, which may or may not include an application form, and which, together with the Policy Schedule, Policy Wording, Telephonic Voice Recordings, any subsequent endorsements and any other documentation which We may provide to You, explain the extent of Your cover under this policy.

1.5.2 Cover under this Policy is subject to the accuracy of and full disclosure of all information requested during the application phase. You are also required to inform Us of any information that You may be or become aware of that may have any influence on Your application or the risk premium that You are required to pay. Such information may include, but is not limited to, changes to Your risk address, lack of functioning of the tracking unit, changes to driver's licence conditions, criminal record or ability to make payment of Your premiums.

1.6 HEAD NOTES

- 1.6.1 Head notes are for reference and do not affect the interpretation of the Policy.

1.7 INTERPRETATION AND OBSERVANCE OF POLICY TERMS

- 1.7.1 Specific terms, conditions and exceptions shall overrule general terms, conditions and exceptions where applicable and shall apply to every item if more than one. Any word or expression given a specific meaning shall have such meaning wherever it appears.
- 1.7.2 You are required to comply with all the terms and conditions of the Policy together with the Schedule. If You do not comply We will have the right to deny payment of Your claim.
- 1.7.3 You are required to take all reasonable steps and precautions to prevent any damage or loss.

1.8 PAYMENT OF PREMIUM

- 1.8.1 We will cover You in terms of each valid section of the Policy as stated in the Policy Schedule, as long as We have received and accepted the premium due for the period of insurance.
- 1.8.2 Payment of premium will be by bank debit order or valid debit card on or about the first day of the month or any alternative date shown on Your Schedule. This date may vary if it falls on a public holiday or a weekend, in which case the request for premium payment will be processed on or about the agreed business day.
- 1.8.3 It is specifically noted that, by putting a stop payment on your premium payable under this policy, your policy will be cancelled automatically.
- 1.8.4 Two consecutive non-payments of Your premium will result in the policy being cancelled from the date and time that the premium was due to be paid.
- 1.8.5 We may decide to change the amount of premium payable under this Policy at any time and if We do so We will give You 30 days' notice of a change in premium.
- 1.8.6 This Policy is valid for the period of insurance as set out in the policy schedule.
- 1.8.7 The Policy is automatically renewed for a further month every time You pay Your premium.
- 1.8.8 If We do not receive Your premium on the due date of the debit order as specified in the policy schedule or within the grace period 15 days after the due date the Policy shall be automatically cancelled from 24h00 on the last day of the month for which We received the premium, subject to 1.8.5 above.
- 1.8.9 There is no 15 day grace period applicable to Your first premium.
- 1.8.10 The grace period starts on the debit order date and includes the 15th day thereafter.
- 1.8.11 The premium is payable in advance and You will only be covered for that period in respect of which Your premium has been paid.

1.9 CLAIMS PROCEDURE AND REQUIREMENTS

- 1.9.1 If You are aware of any event giving rise to or that is likely to give rise to a claim, You must notify the Insurer as soon as possible and You should submit Your final claim in writing or any other means requested by Us, and which must be received by Us within 30 days of that event and:
- 1.9.1.1 all loss or damage must be reported to the Police at a Police Station within 24 hours
 - 1.9.1.2 provide the names, addresses, telephone numbers, registration numbers of other parties involved and witness particulars.
 - 1.9.1.3 provide particulars of any other insurance Policy covering the same event.
 - 1.9.1.4 provide full details of the event. Any inaccuracies recorded on the claim form or claim incident voice logging system may invalidate the claim.
 - 1.9.1.5 provide a police report and any proofs (including ownership), information or sworn declarations as We may need on occasion.
 - 1.9.1.6 provide any details or written record of any communication received by You in connection with a claim within 48 hours of receipt.
 - 1.9.1.7 as required, assist Us in executing any rights that We may have.
 - 1.9.1.8 take all practicable steps to discover the guilty party and to recover the stolen or lost property.
 - 1.9.1.9 vehicle thefts/hijacks must be reported to Us in writing within 24 hours of the theft/hijack.
 - 1.9.1.10 where a tracking device has been fitted to the vehicle the theft/hijack must be reported to the tracking company immediately, but within one hour of the discovery of the theft/hijack.
 - 1.9.1.11 on acceptance of a claim by Us, You have 180 days to accept the settlement offer by signing the agreement of loss. Failure to do so will invalidate Your claim and it will be voided.
- 1.9.2 Requirements:
- 1.9.2.1 no admission, declaration, offer, promise, payment or indemnity may be made by You and no compensation may be received by You without Our written consent. We will not be bound by any offer or admission made by You to any person in relation to any incident. You will be responsible for the re-compensation of any financial loss suffered by Us due to Your non-compliance with this requirement.
 - 1.9.2.2 We may take over and conduct the defence, institute legal action, settle any claim and have the right to use Your name for this purpose whether the claim is settled or not.
 - 1.9.2.3 should We accept a settlement offer made by the other party or their representative, whether partial or in full, in respect of a claim against the other party or parties, will be deemed to have been accepted by You in full and final settlement of the claim and You will not be entitled to any further recourse regarding the matter.
 - 1.9.2.4 on the successful recovery of any amount recovered from the other party, You shall be refunded the first amount paid on condition that We have recovered all of the costs pertaining to the claim, which includes but is not limited to all own damages, towing and storage fees, assessors fees, legal fees, tracing fees, admin fees and/or the like.

- 1.9.2.5 You must provide all information and assistance needed by Us from time to time should We desire to indemnify You or obtain indemnity from other parties. Failure to do so will result in Your claim or any portion of the claim not being accepted and all costs and/or amounts paid in relation to the claim will immediately become refundable by You.
- 1.9.2.6 You must contact Us as soon as You become aware of any third party claim, pending prosecution, inquest or legal inquiry in respect of any event which may give rise to a claim against You. Any costs incurred as a result of Your failure to do so will be for Your own account.
- 1.9.2.7 No property which is the subject of a claim may be abandoned to Us.

1.10 REQUIREMENTS TO FAST TRACK CLAIMS

- 1.10.1 We make use of telematics technology and by accepting the policy You authorize Us to access the data and information obtained from the device fitted in Your vehicle. This information can be used to personalise Your cover, which may take the form of premium adjustments or changes to first amounts payable. All such information will remain confidential between Us and You. It is also beneficial in that:
- 1.10.1.1 The data will allow accurate assessment of Your individual risk and premiums
- 1.10.1.2 It may cut Our response time when You are involved in serious accidents for Your benefit;
- 1.10.1.3 We are able to assist in tracking Your vehicle if it is stolen or hijacked;
- 1.10.1.4 Your claims finalisation can be expedited as We will be able to review collision data.
- 1.10.1.5 The collision data will assist Us to fast track Your claim if the operation of a vehicle was in a manner consistent with the tenure of the policy wording, which requires adherence to the laws of the country, such as abiding by speed limits. Travelling at speeds in excess of that which is proper for the conditions, such as wet roads, even if within the speed limit, could lead to Your claim being repudiated;

1.11 SETTLEMENT OF CLAIMS

- 1.11.1 At Our option We may decide to settle Your claim by means of a cash payment to Yourself or by repairing the vehicle at a repairer of Our choice or by reinstatement or replacement or by paying the value, whether market or retail, as agreed during the underwriting phase and which is detailed in Your policy schedule, in cash less the salvage value of the damaged property or a combination of the above, but subject to the limit of indemnity stated in the Schedule less the first amount payable amount.
- 1.11.2 VAT will be treated in accordance with the standard practices of the South African Receiver of Revenue and where applicable all amounts include VAT.
- 1.11.3 A release in Our favour must be signed before the payment of a claim will take place.

1.12 SHARING OF INFORMATION AND THE RIGHT TO PRIVACY

- 1.12.1 Your right to privacy is a fundamental right included in the constitution of the Republic of South Africa, 1996.

- 1.12.2 This right is however restricted in certain circumstances which included cases where the parties are disclosing information and the parties who are privy to it have a legal interest in that information.
- 1.12.3 This means that in terms of South African law, We may disclose and/or receive information if We intend using it to prevent fraud and to underwrite risks fairly.
- 1.12.4 You acknowledge that:
- 1.12.4.1 Sharing of information, which would include Yours, for claims and underwriting purposes is in public interest, as it will allow Us to assess risks fairly and underwrite these risks based on all information the reasonable person would regard to be;
- 1.12.4.2 You hereby authorise Us to obtain any information, including but not restricted to previous insurance and claims information, credit enquiries and police records regarding Yourself or any person represented herein for the purpose of underwriting and administering Your insurance.
- 1.12.4.3 You and any person dealing on Your behalf, waive Your right to privacy in respect of claims and underwriting information for purposes of underwriting You and the insurance risks associated to You or handling any claim arising therefrom;
- 1.12.5 You consent to:
- 1.12.5.1 The information to be stored in a central database;
- 1.12.5.2 The information being verified from whatever source We believe fit;
- 1.12.5.3 The information being shared with service providers to enable them to perform their services.
- 1.13 AMENDMENTS TO CONFORM TO LAW**
- 1.13.1 You and We agree that any terms or conditions of this policy that are against any law could be amended to conform to such law.
- 1.14 OUR RIGHTS IF YOU CLAIM**
- 1.14.1 At Our expense, You must do or allow Us to do everything that may be necessary, or reasonably required by Us, to enforce the right to claim on Your behalf and in Your name, whether before or after We have paid the claim. If You do not do so, You may lose all benefits under this Policy and may be required to repay to Us any benefit You have received.
- 1.14.2 When We settle a claim, Your rights to claim against other people are automatically transferred to Us.
- 1.14.3 You must supply all information and assistance which We may reasonably require and We have the right to conduct the defence or settlement of a claim in Your name.
- 1.14.4 We have the right at any time to relinquish the control of any defence, settlement or proceedings and to pay You the full amount of Our liability, or any lesser amount for which the claim can be settled, after which We will not have any further liability to You.

1.15 WE BECOME YOUR AGENT, BUT YOU DO NOT BECOME OURS:

1.15.1 The legal position between Us, Your insurer and You the insured, from the moment an event that may result in a valid claim takes place and the time that We either reject or assume liability for such event is as follows:

1.15.1.1 You appoint Us, Your Insurer or Your Insurer's agent as Your agent - It is hereby noted that when an event that may result in a valid claim is reported (orally or in writing) by You or on behalf of Yourself or by Your agent as noted in the schedule.

1.15.1.2 You appoint Us, Your Insurer or Your Insurer's agent as Your agent, to act in a similar manner as if We Your insurer have already accepted liability under this reported event, until such time that We accept liability.

1.15.1.3 Should We not accept liability for any valid reason You accept that You will be responsible for settlement of the costs and expenses incurred by Us on Your behalf during the period that You had appointed Us as Your agent.

1.15.1.4 You are not appointed as Our agent - It is hereby noted that when an event that may result in a valid claim takes place irrespective of whether liability is later assumed or rejected:

1.15.1.4.1 We have not appointed You or Your agent as Our agent;

1.15.1.4.2 Costs incurred in this time by You will be indemnified in accordance with this P4 Policy;

1.15.1.4.3 Should We not accept liability for any valid reason You accept that You will be responsible for settlement of the costs and expenses You incurred.

1.16 INSURABLE INTEREST

1.16.1 You must have an insurable interest in any item insured under this Policy as at the date of the commencement of each period of insurance and at the date of the event giving rise to a claim.

1.16.2 'Insurable Interest' means that You are the owner of, have a direct financial interest in or alternatively the good faith possessor in terms of a credit agreement of the insured item as defined in the **Credit Agreements Act 75 of 1980 (as amended) entered into by You with the Financial Institution.**

1.16.3 If Your Insurable Interest in the insured item differs from those interests as We have defined, You must advise Us of the nature and extent of such interest before the cover starts. The cover for such item will only start when We have given written confirmation that We agree to insure the property.

1.16.4 Should Your insurable interest in any item insured under this Policy change You have to immediately notify Us in writing of such change and if You do not We may reject Your claim.

1.17 CONTRIBUTION (MORE THAN ONE POLICY)

1.17.1 If the loss, damage or liability is covered by any other insurance We will not pay more than Our portion of the said loss and the balance must be claimed from the other insurers.

1.18 CANCELLATION

- 1.18.1 This Policy or any section of it may be cancelled by You by giving immediate written notice or by Us giving 30 days written notice by the approved communication method in the case of any excluded event as per 1.22.1 below and 1.22.2 below, when cancellation will be immediate.
- 1.18.2 Cover provided by this Policy will automatically cease immediately upon the insured vehicle being sold, refinanced, loaned or lent for longer than seven days, donated, hired out or alienated in any way by You or should any of the terms and conditions of this Policy together with the Schedule and further correspondence not be complied with, without the prior written approval of the Insurer.
- 1.18.3 Should this Policy be required to be cancelled due to the theft of or total loss of the vehicle, cancellation will be on the date that the settlement agreement is signed by the insured.
- 1.18.4 Cancellation of this insurance by You within the first month of cover will attract an administration fee equivalent to one month's premium in addition to any premiums already paid.
- 1.18.5 In the event that it becomes necessary to refund premiums for any reason whatsoever the refund will be limited to a maximum of three month's premiums less SASRIA, commissions, administration and / or other policy fees.

1.19 CHANGES TO THIS POLICY

- 1.19.1 We may amend Your Policy at any time by giving 30 days' notice by approved communications methods.

1.20 CHANGE IN CIRCUMSTANCES

- 1.20.1 If any information that You have provided changes during the period of insurance, You are required to give Us immediate notice by approved communication methods.
- 1.20.2 We may refuse payment of any claim if We are not given such notice.
- 1.20.3 A change in circumstances includes but is not limited to:
- 1.20.3.1 Any change of address, whether it be within the same town/city as the original risk address or not, place where the vehicle is used or kept, driver, or any modifications/changes/enhancements to the vehicle whatsoever
- 1.20.3.2 Any changes to the Your financial status in respect of sequestration, liquidation, being placed under administration, judgements and criminal charges and convictions, including any pending matters
- 1.20.3.3 Any drivers licence endorsements or prosecution for any driving offences.
- 1.20.4 These requirements apply to all approved drivers covered by this policy.

1.21 JURISDICTION

- 1.21.1 This Policy is subject to the jurisdiction of the courts of the Republic of South Africa.

1.22 GENERAL EXCLUSIONS

- 1.22.1 In the event of discovery of cause for exclusion under 1.22.1.1 or 1.22.1.2, cover will cease effective from the date and time immediately prior to the event giving rise to such exclusion.
- 1.22.1.1 Fraudulent claims:
- 1.22.1.1.1 any claim which is suspected of being fraudulent or has been inflated or exaggerated (including the misdescription of a loss/accident or any information provided on a claim form that is not accurate, true and/or correct in every respect.)
- 1.22.1.2 Deliberate losses:
- 1.22.1.2.1 loss, damage or bodily injury intentionally caused by You or any person acting in collusion with You or on Your behalf.
- 1.22.2 In the event of misdescription, misrepresentation and / or non-disclosure the Policy may be declared null and void. Premiums will be refunded after the deduction of any direct and indirect costs incurred by Us to administer Your policy. This includes the non-disclosure of any information during the application phase or any time thereafter, whether this information was requested by Us or not.

1.23 SASRIA

- 1.23.1 Loss of or damage to property or bodily injury related to or caused by:
- 1.23.1.1 civil commotion, labour disturbances, riot, strike or lock-out or public disorder or any act or activity which is contrived or directed to bring about any of the above.
- 1.23.1.2 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
- 1.23.1.3 mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which gives rise to the declaration or maintenance of martial law or state of siege, insurrection, rebellion or revolution.
- 1.23.1.4 any act (whether on behalf of any organisation, body or person, or group of persons) contrived with the intention to overthrow or influence any state or government or any provincial local or tribal authority with force, or by means of fear, terrorism or violence.
- 1.23.1.5 any act which is orchestrated to bring about destruction or damage or bodily injury in order to further any political aim, objective or cause, or to bring about the collapse of government or any provincial, local or tribal authority or for the purpose of giving rise to fear in the public or any section thereof.
- 1.23.1.6 any attempt to execute any of the aforementioned acts noted in exclusions 1.23.1.4 or 1.23.1.5 above.
- 1.23.1.7 The act of any legally authorised organisation or body in regulating, hindering or causing or in any other way dealing with any event referred to in exclusions 1.23.1.1, 1.23.1.2, 1.23.1.3, 1.23.1.4, 1.23.1.5 or 1.23.1.6 above.
- 1.23.2 If citing the reasons of exclusion 1.23, 1.24 and subparagraphs We allege that loss or damage or bodily injury is not covered by this Policy, the burden of proving the contrary will rest on You.

1.24 WAR AND NUCLEAR RISKS

- 1.24.1 Loss or damage caused directly or indirectly:
- 1.24.1.1 by or through or in result of any event for which a fund has been created in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this Policy applies.
- 1.24.1.2 by or arising from radioactivity or the use, presence or release of any nuclear fuel, nuclear material or nuclear waste.
- 1.24.2 Total asbestos exclusion clause - It is hereby understood and agreed that this Policy shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.
- 1.24.3 Nuclear causes exclusion clause - Unless specifically agreed for an insured loss involving nuclear material under determined circumstances, this Policy does not cover loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss: Nuclear material, nuclear fission or fusion, nuclear radiation, nuclear waste from the use of nuclear fuels, nuclear explosives or any nuclear weapon.
- 1.24.4 Consequential loss - Subsequent or consequential loss or damage of any nature whatsoever except as particularly provided for in the specific section of this policy.
- 1.24.5 Dispossession - Loss or damage caused by permanent or temporary dispossession resulting from forfeiture, impounding, confiscation, commandeering, detention or requisition by customs or any other officials or authorities.

1.25 PRESCRIPTION OF CLAIM / TIMEBAR

- 1.25.1 If Your claim is submitted to more than 30 days after the event and We determine that We have suffered prejudice based on Our inability to confirm the circumstances of the claim, We reserve the right not to entertain this claim for any reason whatsoever.
- 1.25.2 We will not be liable after 180 days have expired from the date of the occurrence that gives rise to a claim by the insured or a third party, unless the claim is the subject of a pending court action, or is the subject of arbitration, unless agreed to in writing by Us. If We decline liability for a claim made in terms of this policy or avoid Your Policy, representation may be made to Us in writing within 90 days of the letter of rejection or avoidance letter.
- 1.25.3 Legal Action
- 1.25.3.1 If Your dispute is not satisfactorily resolved in this manner, You may institute legal action against Us for the enforcement of the claim by way of the service of summons against Us. Summons must be served on the Insurer within 180 days of the original letter of rejection or avoidance letter. If this is not done, Your claim will prescribe and We will no longer be liable for the claim.
- 1.25.3.2 The 180 days referred to above includes the 90 days referred to in the Policy Holder Protection Rules.

1.26 TERRITORIAL LIMITS

- 1.26.1 The Republic of South Africa, on land, unless otherwise agreed to in writing by Us.
- 1.26.2 If We agree to provide cover beyond the borders of South Africa, cover will be subject to the following conditions:
- 1.26.2.1 No costs incurred for the repatriation of the vehicle to the borders of South Africa will be covered.
- 1.26.2.2 If there is any dispute surrounding the circumstances of the claim in the foreign jurisdiction, there will be no cover.
- 1.26.2.3 No liability cover for loss or damage to other parties will be covered.

1.27 ADVICES

- 1.27.1 Any advices, endorsements and/or the like shall be given in writing by either, mail, e-mail, registered post, facsimile transmission or hand delivered to You and will be deemed to have been received by Yourself.
- 1.27.2 It is agreed that should any voice recording be made, it will be with Your permission and will be deemed to be true and correct in every respect. The method and manner of reproduction or transcription of any such recording will be at the discretion of the Insurer and the contents of such transcript will serve as prima facie proof of the content and the date of the recording.
- 1.27.3 Notwithstanding any telephone conversations, it is Your responsibility to immediately notify Us should You not fully agree with any of the details, terms and conditions and cover provided, as listed on the Schedule, endorsements and/or additional documentation.
- 1.27.4 Subsequent to any telephone conversation between Us and Yourself, it is Your responsibility to notify Us if You have not received written confirmation of any telephonic requests pertaining to Your insurance within 7 days of the date on which the conversation took place.
- 1.27.4.1 No telephonic requests by Yourself will be valid or binding on unless these are confirmed by Us in writing.
- 1.27.4.2 It is agreed that in the event of any dispute, that the cover and conditions provided for in writing will take priority and that cover will be based solely on written documentation.
- 1.27.4.3 We will not be responsible for any loss or damage suffered as a result of any offer, intimation, promise, action, deed or the like made by any person or organization other than those made in writing by Us or Our authorised administrators.

1.28 NO RIGHTS TO OTHER PARTIES

- 1.28.1 This Policy confers no rights upon any person or entity other than You and We may not cede Our rights to indemnification under this Policy to any other party.

1.29 CONFIRMATION OF COVER

- 1.29.1 The application for any cover under this Policy, whether in writing or verbally, cannot be assumed to have been automatically granted on the basis of that application.

SOTERIA POLICY WORDING

- 1.29.2 Any cover that is to be provided under this Policy will be confirmed in writing by Us before such cover will incept, notwithstanding the payment of any premium.
- 1.29.3 The sections that apply together with the limits of indemnity, persons who may drive the insured vehicle and premium payable, will be reflected on the Schedule of Insurance and/or attached endorsements.
- 1.29.4 Further terms and conditions may be endorsed to this Policy and communicated with You in writing.

2 ALL RISKS SECTION

2.1 COVER PROVIDED

2.1.1 What We will pay:

2.1.1.1 We will pay You for the current replacement cost of any stolen or accident-damaged property listed on the Policy Schedule. We will not pay more than the sum insured as specified on the Policy Schedule.

2.1.1.2 Car radios and other sound equipment:

2.1.1.2.1 Radios and other sound equipment that is standard factory fitted equipment and which forms an integral part of the vehicles dashboard construction is covered under the vehicle section of this policy.

2.1.1.2.2 Loss or damages due to any other reasons than theft or accidental damages are not covered.

2.1.1.2.3 Cover is provided for the equipment as described in the Schedule.

2.1.1.2.4 A valuation certificate/purchase invoice that provides a full description including model and serial number, and whether or not the equipment is fitted with a detachable faceplate, is required before cover will incept.

2.1.1.2.5 If the specified car radio or sound reproduction equipment is fitted with a detachable faceplate We will not be liable, subsequent to the theft of the radio together with any other sound equipment and/or accessories in the insured vehicle, unless the faceplate is surrendered to Us. No cover is provided for the loss of or damage to removable car radios.

2.1.1.3 Cellphones & Mobile devices:

2.1.1.3.1 A mobile device is defined as electronic data processing equipment such as net-books and laptops.

2.1.1.3.2 A cellphone is defined as cellular telephones and tablet style mobile devices.

2.1.1.4 In the event that the mobile device, listed in the schedule of insurance, identified by serial number, IMEI or similar number:

2.1.1.4.1 Can be repaired, Your Insurer will pay the costs reasonably incurred to restore it to its state of serviceability immediately before the damage. Should such costs exceed 50% of the value of the cellphone or mobile device, it will be replaced.

2.1.1.4.2 Is replaced by Your Insurer, they agree to pay the reasonable cost of replacement with a cellphone or mobile device of the same or similar type but not superior to or more extensive than the existing cellphone or mobile device.

2.1.1.4.3 Any repairs to the cellphone or mobile device must be carried out by a repairer authorised by the Insurer or its approved agent.

2.1.1.5 With reference to cellphones:

2.1.1.5.1 It is important to note that Your cellphone is only covered while being used with the simcard encoded with the telephone number listed on Your schedule. You can change Your cellphone number at any time but Your cellphone will only be covered if the Insurer has been notified of the change.

2.1.1.5.2 As soon as possible following a loss by theft of Your cellphone You must report the incident to Your service provider and arrange for the simcard to be deactivated and Your cellphone must be blacklisted. Failure to do so will lead to Your claim being rejected.

2.1.1.6 The value of the cellphone or mobile device can increase or decrease from the insured value reflected on Your schedule. Your Insurer cannot be held accountable in such circumstances for the increase or decrease in value that occurs. Should You wish to increase or decrease the value of Your cellphone or mobile device it's Your responsibility to notify the Insurer of Your requirements.

2.1.1.7 It is Your responsibility to notify Your Insurer in writing of any change or upgrade of Your mobile device covered by this policy.

2.2 SPECIAL EXCLUSIONS

2.2.1 We will not pay for:

2.2.1.1 The first amount payable.

2.2.1.2 Radios and other sound equipment.

2.2.1.2.1 Loss of or damage to any car radios and sound reproduction equipment that are not specified in the Schedule.

2.2.1.2.2 Any claims other than for the theft of the car radios and sound reproduction equipment as a result of a road accident involving the insured vehicle.

2.2.1.2.3 Car radios and sound reproduction equipment specified without the prior submission of valid and detailed valuation certificate from a reputable source to Us, notwithstanding the payment of premium by You.

2.2.1.2.4 Any claim for theft where there is no identifiable forcible and violent entry to the vehicle.

2.2.1.2.5 Loss of a faceplate or any removable part of the sound system.

2.2.1.2.6 Any amount in excess of R3,000.00 for the replacement of all equipment that comprises the car sound system including speakers. Any other damage to any part of the vehicle whether inside or outside, (including wiring, electronics or harnesses), will be covered under the Motor section of this Policy and subject to the terms and conditions contained therein.

2.2.1.2.7 Loss or damage whilst the vehicle is not under Your control or a under the control of a driver listed on the Schedule of Insurance.

2.2.1.3 Cellphones & Mobile devices:

2.2.1.3.1 The costs of replacing, reinstating or making good wear and tear, gradual deterioration, scratching or other superficial damage to outer casings, aerials or keypads.

2.2.1.3.2 Any loss or damage during the hire or loan of Your cellphone or mobile device to another person.

2.2.1.3.3 Loss of or damage to Your mobile devices resulting from theft or any attempt thereof from any unattended vehicle, unless the vehicle is locked and the mobile devices is in a concealed compartment or boot. Any such loss must involve forcible and violent entry into the vehicle.

2.2.1.3.4 Loss or damage to batteries, other than when they are stolen or lost together with Your cellphone or mobile device.

2.2.1.3.5 Consequential loss of any kind whatsoever.

2.2.1.3.6 Loss of or damage to accessories and/or car kits.

2.2.1.3.7 Loss of or damage to Your cellphone or mobile device arising from or contributed to by gross negligence or willful conduct by You.

- 2.2.1.3.8 Loss or damage arising from a manufacturers defect.
- 2.2.1.3.9 Loss or damage caused by electronically-conveyed viruses.

2.3 FIRST AMOUNT PAYABLE

2.3.1 Radios and other sound equipment:

- 2.3.1.1 25% of claim min R1000.

2.3.2 Cellphone:

- 2.3.2.1.1 In the event of a total loss, (in other words lost, stolen or beyond economical repair):

- 2.3.2.1.1.1 10 % of claim minimum R300;

- 2.3.2.1.1.2 2nd Loss within 12 months this amount increases to R750; or

- 2.3.2.1.1.3 3rd Loss within 12 months this amount increases to 10 % of claim with a minimum R1000

- 2.3.2.1.2 If the cellphone is repairable:

- 2.3.2.1.2.1 R150;

- 2.3.2.1.2.2 If You have a 2nd loss within 12 months this amount increases to R300; or

- 2.3.2.1.2.3 R300 for all other losses thereafter.

2.3.2.2 Mobile device:

- 2.3.2.2.1 In the event of a total loss, (in other words lost, stolen or beyond economical repair):

- 2.3.2.2.1.1 10 % of claim minimum R500

- 2.3.2.2.1.2 2nd Loss within 12 months this amount increases to 10 % of claim minimum R1000

- 2.3.2.2.1.3 3rd Loss within 12 months this amount increases to 10 % of claim minimum R1500

- 2.3.2.2.2 If the mobile device is repairable:

- 2.3.2.2.2.1 R300; or

- 2.3.2.2.2.2 If You have a 2nd loss within 12 months this amount increases to R500 and is R500 for all other losses thereafter.

- 2.3.3 When a period of 12 months from date of last claim has elapsed the first amount payable excess calculation will be reset.

3 MOTOR

3.1 DEFINITIONS (FOR THIS SECTION)

- 3.1.1 **“You / Your / Yours / Yourself” means:** The person named in the Application and Schedule, as well as any additional drivers approved and noted on the Schedule.
- 3.1.2 **“Vehicle” means:** A motor vehicle with a gross mass not exceeding 3,500 kg as described on the application form and Policy Schedule.
- 3.1.3 **“Trailer” means:** A trailer or a vehicle typically described as a caravan that does not exceed the limits specified by the manufacturer as described on the application form and Policy Schedule, and for which the driver has a valid driver’s licence to tow such trailer, but excluding the contents thereof.

3.2 BASIS OF COVER

- 3.2.1 This Policy provides You with the option to select the basis on which Your vehicle will be insured, but will always subject to all of the terms, conditions and exceptions contained in this Policy, the Schedule, endorsements and/or any further correspondence. The cover applicable to the insured vehicle will be reflected on the Schedule of insurance.

3.2.1.1	Comprehensive cover	Loss or damage unless otherwise restricted or excluded.
3.2.1.2	Theftless cover	Comprehensive cover, but excluding loss or damage caused by the actual or attempted theft or hijack of the vehicle or any part thereof.
3.2.1.3	Third Party cover	Cover provided for the Legal Liability To Other Parties section of this Policy will be valid.
3.2.1.4	Third Party, Fire and Theft	Third Party cover including loss or damage of the vehicle due to fire, theft or hijack.

3.3 DESCRIPTION OF USE

- 3.3.1 For cover to be valid the correct use of the vehicle must be disclosed and the vehicle must be insured according to the correct description of use. In the event that the vehicle is used for any purpose other than that described on the policy schedule, the claim shall not be entertained, irrespective of whether or not the use at the time of the incident falls within the usage category that would have afforded cover, if the vehicle was insured under the correct description of use.
- 3.3.2 **“Private use” means:**
- 3.3.2.1 Use for pleasure, social, household use and travel to and from Your fixed place of employment.
- 3.3.2.2 Incidental business use, which amounts to less than 2 trips per week on average to destinations other than Your fixed place of business, but for use in line with Your occupation, will also be covered. However, private use description excludes any trips for which You are remunerated specifically or in general. For purposes of this definition, incidental trips exclude regular trips.
- 3.3.2.3 Both business and commercial use are specifically excluded.

3.3.3 “Business use” means:

3.3.3.1 If the vehicle is ever used in connection with Your occupation, whether full time or part time, the production of income, the attendance of business/sales appointments/meetings and/or the like including the transport of professional equipment and materials used for business purposes such as marketing material, projection equipment and the like. The equipment and materials transported will not be covered.. Private use is included.

3.3.3.2 Commercial use is excluded.

3.3.4 “Commercial use” means:

3.3.4.1 Use of the vehicle in connection with any business whether full time or part time for the carriage or transport of any goods, equipment, tools, samples, materials or stock whether for sale or not. In addition, any vehicle that tows a trailer for the aforementioned purposes is included in this category. Both private and business use are included.

3.4 COVER PROVIDED / WHAT WE WILL PAY

3.4.1 We will pay for any loss or damage to the insured vehicle, whilst being driven or under the control of Yourself or an approved driver listed on the schedule of insurance, as a result of an insured event but subject to all of the terms and conditions described in this Policy, schedules and endorsements:

3.4.1.1 If the vehicle or any part thereof is stolen or damaged We will pay You in terms of this Policy together with the schedule and any endorsements, as follows:

3.4.1.1.1 In the event of a claim, if You state on the claim form that the vehicle is the subject of an instalment sale or lease agreement, any money due to You will be used first towards the repayment of the debt under the agreement. The receipt of the owners referred to in the agreement will qualify as a complete discharge to Us for the repayment.

3.4.1.1.2 In the event of one or more parts required to repair the vehicle not being locally available We will at Our option pay You in cash for those parts. Either the last list price or the cost of the equivalent available parts for a similar vehicle will determine the value. Any additional costs caused by the delay due to unavailable parts will be for Your own account and You will not be compensated for any inconvenience caused.

3.4.2 In the event of a total loss the maximum amount payable by Us will be:

3.4.2.1 The lower of the purchase price excluding finance and/or any other costs/charges/additions and the value of the vehicle stipulated in the policy schedule at the time of the loss.

3.4.2.2 In the event that the vehicle is covered for market value, the market value will be determined by averaging the trade and retail value of the vehicle.

3.4.2.3 In the event of the vehicle being less than one year old, or where a commonly determined vehicle value is not available in the first year, the value will be calculated by reducing the retail price at the time of purchase by 20% irrespective of the age or mileage of the vehicle.

3.4.2.4 In other cases where both the trade and retail values are not readily available, the insured value, whether the insurance was done on market or retail basis, will be determined by reducing the purchase price by 20% in the first year for market and 15% for retail, and 15% for every year thereafter, whether market or retail, or part thereof, from the date of manufacture of the vehicle.

- 3.4.2.5 The year model will be determined by the date of manufacture on the e-Natis system.
- 3.4.2.6 Should this information not be available, the year of manufacture will be used. It will be at Our discretion whether a vehicle is considered to be beyond economical repair or not.

3.5 TOWING AND STORAGE

- 3.5.1 Arrangements for towing and storage of the vehicle after an accident, as well as the costs thereof, are entirely Your responsibility.
- 3.5.2 Should You appoint Us as Your agent, by making use of the telephone numbers provided to You to deal with the towing and storage of Your vehicle after an event that may qualify as a claim, You give Us express authority to deal with Your vehicle in these circumstances to ensure the safekeeping of the vehicle.
- 3.5.3 If You make Your own arrangements to deal with the safekeeping of Your vehicle, You have to, at Your own cost make it available to Us so that We can deal with Your claim, once it has been admitted.
- 3.5.4 We will however refund an amount to You of R1500 including VAT towards actual towing and storage fee's once the claim has been admitted.
- 3.5.5 To save costs, it is in Your interest to obtain a quotation and make delivery arrangements prior to allowing Your vehicle to be towed from an accident scene.
- 3.5.6 Any outstanding amounts for towing and storage will be deducted from the final settlement or added to the first amounts payable. A damaged vehicle may not be abandoned.
- 3.5.7 Should the vehicle or any part of the insured vehicle be stolen subsequent to an accident, the additional theft first amount payable will become applicable.

3.6 DELIVERY AFTER REPAIR

- 3.6.1 After repair, if the vehicle has been moved to another town at Our insistence, We will pay the reasonable cost of delivering the vehicle to the address on the policy schedule , within the recognised boundaries of the Republic of South Africa.

3.7 WINDSCREEN AND WINDOW GLASS

- 3.7.1 We will pay for repairs to or replacement of damaged window glass of the vehicle as stated in the Schedule, at any glass supplier approved by Us, provided that the glass supplier is SABS approved. Any advertising, treatments, films, coatings or the like are not covered under this Policy unless We have agreed in writing beforehand.
- 3.7.2 Deduction of the first amount payable will not apply to the cost of repair of chips to the windscreen up to the amount stipulated on the first amount payable schedule. i.e. the deduction will only apply if the windscreen or any window glass is replaced.
- 3.7.3 Any additional costs incurred for the replacement of special glass designed to accommodate or function together with any attachments, equipment, computer or digital equipment, instruments, sensors, head up displays and/or the like, will be for the cost of the Insured unless it is specified on the Schedule and the additional premium has been paid.

3.8 LEGAL LIABILITY TO OTHER PARTIES

3.8.1 In the event of an accident caused by You or any fully licensed driver listed on the Policy Schedule, whilst driving the vehicle insured under this Policy, We will subject to all the terms and conditions contained in this Policy, indemnify You up to the sum insured against all sums including claimant's costs and expenses incurred with Our written consent for which You become legally liable following:

3.8.1.1 death or bodily injury to a person.

3.8.1.2 damage to property.

3.8.2 We may at Our sole discretion arrange for:

3.8.2.1 representation at any investigation into death.

3.8.2.2 the defence of civil and/or criminal proceeding resulting from any act related to an identifiable event.

3.8.3 In terms of liability to other parties as in 3.8 above above We will indemnify You only if the driver is listed on the Schedule of Insurance and:

3.8.3.1 is not already insured by any other policy of insurance.

3.8.3.2 observes, fulfils and is subject to the Policy terms, exceptions and conditions in so far as they apply to the Insured.

3.8.3.3 has not been denied any motor vehicle insurance, had any insurance cancelled, been criminally charged or had any driving convictions or had their licence endorsed at any time prior to the event giving rise to the claim.

3.9 WHAT WE WILL NOT PAY

3.9.1 THE FIRST AMOUNT PAYABLE / EXCESS

3.9.1.1 In the event of loss or damage to the vehicle You will be liable to pay the first amount payable as shown in the schedule detailing the first amounts payable.

3.9.2 LOSS OR DAMAGE TO THE VEHICLE:

3.9.2.1 We will not be liable for:

3.9.2.1.1 The loss of or damage to any non-factory fitted radio or sound reproduction equipment unless specified under the All Risk section of the Policy.

3.9.2.1.2 A claim for any accessories or after-market parts/accessories unless specified on the Schedule and the additional premium is paid.

3.9.2.1.3 Any of the contents of the insured vehicle or trailer.

3.9.2.1.4 Consequential loss or damage of any nature.

3.9.2.1.5 Claims for damages, losses or maintenance as a result of inadequate maintenance, wear and tear, mechanical or electrical breakdown, failure or breakage.

3.9.2.1.6 Damage to wheels, tyres, suspension, undercarriage, engine or gearbox as a result of the vehicle being driven over potholes, uneven roads, surfaces or terrain.

3.9.2.1.7 Damage as a result of the vehicle being driven over speed bumps or pavements, traffic islands, traffic obstructions and/or the like.

- 3.9.2.1.8 The replacement of any inactivated or inactive safety equipment installed in the vehicle or the cost of checking or resetting such equipment unless specifically agreed to in writing by the insurer.
- 3.9.2.1.9 Rust, oxidisation, mildew, corrosion, damp or any gradually operating cause.
- 3.9.2.1.10 Old damage.
- 3.9.2.1.11 Soft-tops or covers of a vehicle unless previously agreed to in writing by the insurer.
- 3.9.2.1.12 Damage in or on the vehicle due to spillage or splashing of any substance.
- 3.9.2.1.13 Damage by or due to vermin, insects, termites, rodents or the like.
- 3.9.2.1.14 Any damage caused by domestic animals.
- 3.9.2.1.15 Claims for vehicles that have been modified, enhanced, rebuilt or are non-standard in any way unless this was disclosed before cover incepted and was agreed to in writing by the Insurer.
- 3.9.2.1.16 Theft/loss of the vehicle by false pretences and or fraud or during any process of sale.
- 3.9.2.1.17 Loss of or damage to the vehicle where the vehicle was lent or handed to any person, for any purpose and such person damages the vehicle or disappears or fails to return the vehicle to the insured when requested to do so.
- 3.9.2.1.18 Loss or damage as a result of unauthorised use of the vehicle unless criminal charges of theft are laid against that person within 48 hours and the charges are not withdrawn by the insured.
- 3.9.2.1.19 Any loss or damage where the vehicle is under the control of or driven by persons not listed on the Schedule of Insurance.
- 3.9.2.1.20 Loss or damage if the vehicle is not registered or not yet registered in the insured's name.
- 3.9.2.1.21 Depreciation in value of the vehicle as a result of any loss or damage.
- 3.9.2.1.22 Any mechanical loss or damage to the vehicle engine as a result of water, where there is no other accident damage. However, where there is damage to the undercarriage of the vehicle also, the event will be covered.
- 3.9.2.1.23 Loss or damage as a result of fire, unless the fire is caused by arson or as a result of an accident.
- 3.9.2.1.24 The cost of any repairs to the vehicle where these have commenced or have been completed without the insurers prior written authorisation.
- 3.9.2.1.25 Theft or loss from damage to the vehicle whilst parked on any motor dealer's floor, showroom or car lot or in any place where the vehicle is advertised or offered for sale.
- 3.9.3 LEGAL LIABILITY TO OTHER PARTIES:
- 3.9.3.1 We will not pay for:
 - 3.9.3.1.1 Death of or bodily injury to:
 - 3.9.3.1.1.1 Your spouse or any member of Your family and or relatives.
 - 3.9.3.1.1.2 any passenger on a motor cycle, caravan, trailer or whilst being transported on the load area of an LDV.
 - 3.9.3.1.1.3 an employee or contract worker.
- 3.9.3.2 DAMAGE TO PROPERTY:

- 3.9.3.2.1.1 belonging to or held in trust by or in the custody or control of You, Your family or any relatives, or employees.
- 3.9.3.2.1.2 being transported in or loaded onto or from any vehicle and/or trailer under Your control.
- 3.9.3.3 Any claims covered by and/or agreed with the Multilateral Motor Vehicle Accidents Fund Act of 1989, (and/or any Road Accident Fund) amendments thereto or replacement thereof in force at the time of the event or its equivalent in form in other countries covered by this Section. Receipt of any amount from any of the above-mentioned funds by any party constitute an agreement with that fund.
- 3.9.3.4 Any claims for subsequent or consequential damage or loss including vehicle hire charges.
- 3.9.3.5 An amount in excess of the amount shown in the Policy Schedule including all agreed costs and expenses for any single accident or series of accidents resulting within one year.
- 3.9.3.6 Only drivers listed on the schedule of insurance who are fully licensed will be covered by this section.
- 3.9.3.7 Any claims that do not directly involve the vehicle insured under this Policy.
- 3.9.3.8 Any claims as a result of any vehicle being towed (including the insured vehicle) or due to the towing of a trailer or caravan not insured under this Policy.
- 3.9.3.9 Any claims whatsoever that originate as a result of the use of the insured vehicle outside of the territorial limits of South Africa unless otherwise agreed to in writing by the Insurer.
- 3.9.3.10 Any damage to person or property as a result of the unauthorised use of the vehicle.
- 3.9.4 GENERAL
- 3.9.4.1 We will not be liable for loss, damage, injury or liability to You or any other party, resulting from, sustained or incurred while the vehicle is being driven or used:
 - 3.9.4.1.1 Other than in accordance with its description of use.
 - 3.9.4.1.2 By You or any approved driver unless You or the approved driver is in possession of a valid South African drivers licence or a driver's licence commonly accepted by the authorities of South Africa, and are licensed to drive the vehicle in terms of legislation relating to the territory in which the vehicle is being used. If a licence is subject to renewal the driver must hold a current licence. The requirement for any permit pertaining to the use of the vehicle or cargo must be complied with for cover to be valid.
 - 3.9.4.1.3 By any person who is in possession of a licence that has been endorsed or cancelled, whether the endorsement is on the licence or with the authorities, or who has been convicted of negligent or reckless or drunken driving within a period of five years prior to the date of loss.
 - 3.9.4.1.4 By You while under the influence of intoxicating liquor or drugs or while the level of alcohol in Your blood is equivalent to or exceeds the legal limit.
 - 3.9.4.1.5 In a condition which does not comply with the provisions and regulations of the Road Traffic Ordinances of the Republic of South Africa or any specific regulations applicable to any municipal area within the Republic of South Africa or any like legislation which relates to the territorial boundaries referred to in General 17 of this Policy.

- 3.9.4.1.6 Unless the vehicle is licensed and is in a roadworthy condition. It is a requirement for cover to be valid that the tire tread depth must be a minimum of 1mm across the full contact surface.
- 3.9.4.1.7 In a way which may be construed as gross negligence or recklessness of the driver. (This includes but is not restricted to exceeding the speed limit.)
- 3.9.4.1.8 Whilst the vehicle is loaded in such a way that the limits specified by the vehicle manufacturer is exceeded.
- 3.9.4.1.9 Whilst the vehicle is towing a vehicle/trailer/caravan that has a mass that exceeds the manufacturers specifications and/or the masses as stipulated on the vehicles licence documentation.
- 3.9.4.1.10 While the vehicle is being loaded or unloaded or by the operation of any tool or plant forming part of or carried on the vehicle.
- 3.9.4.1.11 While the load or number of persons carried is in excess of the carrying capacity for which the vehicle is designed.
- 3.9.4.1.12 And a claim arises as a result of any load or cargo whatsoever that is carried by the insured vehicle, or trailer towed by the insured vehicle.
- 3.9.4.1.13 By any person who is not listed on the schedule of insurance.
- 3.9.4.1.14 Any claims against Us if the driver of the vehicle has been criminally charged for any offence relating to the event that has given rise to the claim.
- 3.9.4.1.15 You may not be in breach of any term or condition of the agreed telematics provider and the contract must not be in arrears. Any accidents, losses occurring at such time that the agreed telematics device was not functional due to unpaid telematics accounts or otherwise will not be covered. It remains Your responsibility that Your telematics unit is in working order.

3.10 SPECIAL CONDITIONS

3.10.1 DESCRIPTION OF USE

- 3.10.1.1 Cover is provided for private, business and/or commercial use as defined in clause [3.3](#) above **but excluding**, hiring, carriage of passengers for hire or carriage of fare-paying passengers, or other commercial ride-sharing arrangements, courier services, carrying of explosives or flammable substances, driving instruction for reward, racing, speed or other contests, rallies, trials, trails, use whilst off road and/or on 4x4 routes, jetties or dock areas or beaches, use on the apron of an airport or any area where aircraft are parked or used for any purpose in connection with the motor trade unless agreed to in writing by Us.
- 3.10.1.2 The exclusions noted in 3.10.1.1 applies, irrespective of whether or not the use at the time of the incident falls outside examples listed in 3.10.1.1 if it is found that the vehicle is regularly used in connection with or for the examples listed in 3.10.1.1,
- 3.10.1.3 The insured vehicle will be covered, with the exclusion of other party cover, for own damage only whilst in the custody or control of a registered motor repairer or is being test driven by such repairer within 5 km of their premises.

3.10.2 TRAFFIC OFFENCES

- 3.10.2.1 You shall notify Us in writing within 14 days of You becoming aware of:
 - 3.10.2.1.1 The endorsement, suspension or cancellation of any driving licence issued to You or any driver of the vehicle.

- 3.10.2.1.2 You or any driver of the vehicle being charged or convicted of any driving related offences.
- 3.10.2.2 Failure to do so will invalidate any claim that may be submitted.
- 3.10.3 CARE OF THE VEHICLE
- 3.10.4 You shall take all reasonable steps to:
- 3.10.4.1 protect the vehicle from loss or damage and maintain the vehicle in accordance with the roadworthy and licensing requirements of any legislation applying within the territorial limits. We will have access to examine the vehicle or any part of it at any time.
- 3.10.4.2 Take care of the vehicle in accordance with the requirements of the motor vehicle manufacturer.
- 3.10.5 RIGHTS OF OTHERS
- 3.10.5.1 The provision of cover for persons other than You does not give them the right to claim. You may claim for them and Your receipt will discharge Us.
- 3.10.6 INDEMNITY TO OTHERS
- 3.10.6.1 If more than one person is entitled to indemnity by this section any limitation applies to the total amount of indemnity and You will receive priority.
- 3.10.7 LOSS OF KEYS AND LOCKING SYSTEMS
- 3.10.7.1 We will pay up to the limit specified on the Policy Schedule towards the cost of replacing locks, locking systems, immobiliser/alarm systems, keys (with or without microchips or any electronic or sensory enabling system or the like) and remote controls of the vehicle that may be damaged, lost, stolen or such like. This amount includes the replacement of any electric, electronic or manual security or locking system or ignition system that may have to be replaced due to the loss of or damage to keys, locks (including gear locks) or remote controls.
- 3.10.8 VEHICLE TRACKING
- 3.10.8.1 Should a vehicle-tracking device be installed in the vehicle, the device must be maintained in a good working condition and be tested every six months. Testing must also take place immediately after any repairs, maintenance work or alteration to the vehicle. The system must be operational and activated at all times.
- 3.10.9 VEHICLE SECURITY REQUIREMENTS
- 3.10.9.1 The security requirements applicable to each vehicle is agreed to be that which is indicated in the policy schedule, that could be one of:
- 3.10.9.1.1 Vehicles to be fitted with approved tracking devices, including telematics monitoring;
- 3.10.9.1.2 Vehicles to be fitted with approved tracking devices, excluding telematics monitoring;
- 3.10.9.1.3 Where tracking devices are not required, the provisions of 3.10.9.3 will apply.
- 3.10.9.2 Concerning tracking devices the following will apply:

- 3.10.9.2.1 The vehicle fitted with an insurer approved tracking device insurer and warranty. If it is stated on Your policy contract that Your vehicle is fitted with an insurer approved tracking device, whether it is a compulsory requirement or not, or if You receive a discount for it, the insurer will not be liable for any loss or damage arising from theft or hijacking of the vehicle if the device is not in place, in good working order and activated in the event of theft or hijacking of the vehicle.
- 3.10.9.2.2 At the time of a claim for vehicle theft or hi-jacking, You must be able to provide the insurer with a certificate of proof that the tracking device is insurer approved and that You have maintained Your contract with the service provider for the monitoring of the device.
- 3.10.9.2.3 The insurer will not be liable for loss of or damage to the vehicle if stolen or hi-jacked, if the vehicle is permanently used outside the range of the tracking system, unless this has been specifically agreed upon by the insurer in writing, and Your policy has been endorsed accordingly.
- 3.10.9.3 For vehicles that are not fitted with tracking devices, You must have:
- 3.10.9.3.1 a VESA level 3 or 4 immobiliser; or
- 3.10.9.3.2 a SAIAS approved immobiliser; or
- 3.10.9.3.3 a VSS approved immobiliser; or
- 3.10.9.3.4 a VESA/ SAIAS approved gearlock; or
- 3.10.9.3.5 For clause 3.10.9.3.1, 3.10.9.3.2 and 3.10.9.3.3 VSS compliant or VES approved level 3 or 4 or SAIAS approved immobiliser warranty:
- 3.10.9.3.5.1 If it is stated on Your policy contract that Your vehicle is fitted with a VSS compliant; or VESA approved level 3 or 4; or SAIAS approved immobiliser, whether it is a compulsory requirement or not, or if You receive a discount for it, the insurer will not be liable for any loss or damage arising from theft of the vehicle if the device is not in place, in good working order and activated at the time of theft of the vehicle. At the time of a claim for vehicle theft, You must be able to provide the insurer with a certificate of proof that the immobiliser was VSS compliant or VESA level 3 or 4 approved; or SAIAS approved.
- 3.10.9.3.5.2 VESA or SAIAS approved gearlock warranty if it is stated on Your policy contract that Your vehicle is fitted with a VESA or SAIAS approved gearlock, whether it is a compulsory requirement or not, or if You receive a discount for it, the insurer will not be liable for any loss or damage arising from the theft of the vehicle if the device is not in place, in good working order and activated in the event of theft of the vehicle. At the time of a claim for vehicle theft, You must be able to provide the insurer with a certificate of proof that a VESA or SAIAS approved gearlock was installed. The gearlock key must also be submitted as proof.
- 3.10.10 ACCIDENTS OUTSIDE OF SOUTH AFRICA
- 3.10.10.1 If We agreed in writing to provide cover prior to a trip outside of South Africa and the insured vehicle is involved in an accident, it is Your responsibility to ensure that the vehicle is returned to the South African side of the border and cleared by customs. Accidents outside of South Africa must be reported to Us immediately. It is also a requirement that an accident report from the local authorities/police of that country is submitted together with the claim form. Cover in terms of this Policy is subject to these requirements.

3.11 CAR HIRE EXTENSION

- 3.11.1 This option extension will apply only if the Car Hire option has been selected and is shown on the Schedule of Insurance and the additional premium has been paid and is subject to the provisions of 1.15.
- 3.11.2 If Your vehicle as noted in the policy schedule is insured on a comprehensive basis, and is stolen or damaged, We will, provided that You agree to comply with the terms and conditions of the car hire company and sign documentation required by the service provider, provide a courtesy motor vehicle on an unlimited mileage basis. The vehicle type and size may vary depending on the cover provided as per the policy schedule.
- 3.11.3 Provided that:
- 3.11.3.1 The order for the hire of the vehicle is authorised by the Insurer.
- 3.11.3.2 The period of the hire will commence:
- 3.11.3.2.1 In respect of theft: the date the vehicle is stolen
- 3.11.3.2.2 In respect of accident (driveable): the date the vehicle is handed over to the repairer
- 3.11.3.2.3 In respect of accident (not driveable): the date of accident
- 3.11.3.3 The period of hire will terminate:
- 3.11.3.3.1 In respect of theft: the date the claim has been settled or 30 days after the commencement of hire, whichever is the sooner; or
- 3.11.3.3.2 In respect of accident: on the day the vehicle is returned from the repairer or 30 days after the commencement of hire, whichever is the sooner.
- 3.11.3.4 Any costs incurred after the termination of the rental by the Insurer will be invoiced to the insured directly and be for the insured's account.
- 3.11.3.5 If the hired vehicle is damaged or stolen during the period of hire, the insured will be responsible for the first amount payable as stated in the hire contract. Should the claim be repudiated by the car rental company the insured will be liable for all costs.
- 3.11.3.6 The courtesy vehicle must only be driven by the insured or drivers as nominated to the car rental company. The rental vehicle will not be insured for any other drivers except those nominated on the car rental agreement.
- 3.11.3.7 The hired vehicle may only be driven within the Republic of South Africa.
- 3.11.3.8 A valid driver's licence is required to collect the rental vehicle.
- 3.11.3.9 The insured will be responsible for all traffic fines and related administration fees while driving the hired vehicle.
- 3.11.3.10 The insured will be liable for any fuel deposit, delivery or collection costs or any other costs charged by the car hire company unless agreed to in writing by the Insurer prior to the commencement of the rental
- 3.11.3.11 A deposit to cover fuel and incidental costs will be required by the car rental company from the renter.
- 3.11.3.12 The insured will sign all necessary documentation as required by the Insurer.

4 PERSONAL ACCIDENT

4.1 GENERAL

4.1.1 The following events are regarded as events in terms of which You would have cover under this SOTERIA policy, being an injury which shall mean bodily injury caused by accidental, violent, external and visible means and which:

4.1.1.1 directly and independently of all other causes results in death or disability within 24 calendar months.

4.2 GENERAL LIMITATION OF INDEMNITY APPLICABLE TO THIS PERSONAL ACCIDENT POLICY

4.2.1 The limit of indemnity applicable to this section is R10,000.00.

4.2.2 The limits of indemnity stated herein apply independently of any amount stated in the schedule and must be read in conjunction with the relevant clauses in this section.

4.3 SPECIFIC LIMITATION OF INDEMNITY APPLICABLE TO THIS PERSONAL ACCIDENT POLICY

4.3.1 The limits of indemnity, which apply independently of the general limitation of indemnity applicable to this benefit provided by the policy, in respect of the cover provided in respect of the following items, are specifically limited to:

4.3.1.1 The Insurer will not be liable to pay more than the death or permanent disability benefit (whichever is the higher) plus any temporary total disability and medical expenses benefit.

4.3.1.2 The Insurer will pay the death benefit if an insured person disappears and after a year there is satisfactory evidence to presume that death as a result of injury has occurred. If it is later found that death has not occurred and the insured person is found to be living, any amount paid by the Insurer must be refunded.

4.3.1.3 in the event of death of an Insured person under 15 years of age the Insurer will not pay more than the reasonable cost of the funeral expenses.

4.4 SPECIFIC CONDITION(S) APPLICABLE TO THIS PERSONAL ACCIDENT POLICY

4.4.1 The Insurer will in the case of death be entitled to call for a post-mortem. For the purposes of this section "the Insured" means the Insured named in the schedule and any references to the Insured's spouse, the Insured's family, the Insured's authorised driver or any other driver driving with the Insured's permission are deleted.

4.4.2 The Insurer will not pay for injury to any person who at the time of the accident is being conveyed in, or is mounting or alighting from, the vehicle.

4.5 SPECIFIC EXCEPTION(S) APPLICABLE TO THIS PERSONAL ACCIDENT POLICY

4.5.1 The Insurer will not be liable to pay benefit in respect of:

4.5.1.1 Injury.

- 4.5.1.2 Death caused by an Insured person being insane or under the influence of drink or drugs (unless prescribed by and taken in accordance with the directions of or administered by a member of the medical profession other than themselves), committing suicide or any act of intentional selfinjury, intentional self-exposure to unnecessary danger, venereal disease or in the case of a female by child bearing or sequelae thereof or other causes peculiar to the female sex.
- 4.5.1.3 arising whilst the Insured person is:
- 4.5.1.3.1 travelling by air except as a passenger in any aircraft fully licensed for the carriage of passengers provided that the Insured person is not acting as a member of the aircraft crew nor flying for the purpose of any trade or technical operation connected with the aircraft in which they are travelling.
- 4.5.1.3.2 engaging in:
- 4.5.1.3.2.1 motorcycling (whether as driver or passenger).
- 4.5.1.3.2.2 racing of any kind involving the use of any power driven vehicle, vessel, aircraft or pedal cycle.
- 4.5.1.3.2.3 steeple chasing, polo, winter sports (involving snow or ice), mountaineering necessitating the use of ropes.
- 4.5.1.3.2.4 professional football, professional rugby football, big game hunting, hang-gliding.
- 4.5.1.3.2.5 any sports or pastime involving exceptional risk of accident.
- 4.5.1.3.3 temporary total disability exceeding 52 weeks after the time exclusion of 30 days.

4.6 WHAT IS MEANT BY THE FOLLOWING REFERED TO IN THIS PERSONAL ACCIDENT POLICY

- 4.6.1 Insured person means any person named in the Personal Accident section of the schedule.
- 4.6.2 Temporary total disability means total inability to attend to usual occupation or profession for longer than the period stated in 4.5.1.3.3.
- 4.6.3 Medical expenses means all expenses incurred for artificial aids or prostheses, medical, surgical, dental, nursing home or hospital treatment (including costs of emergency transportation or freeing of an Insured person if trapped and their removal to a place of safety) resulting from injury.

4.7 MEMORANDA TO THIS PERSONAL ACCIDENT POLICY

- 4.7.1 This section excludes injury directly or indirectly caused by or related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

5 EXCESS WAIVER

5.1 This section only applies to first amounts payable / excesses applicable to the domestic motor benefit provided under this policy.

5.2 DEFINITIONS (FOR THIS SECTION)

5.2.1 For purposes of this section, the term “excess” and “first amount payable” will be regarded as the same.

5.2.2 The following cover under the excess waiver is available:

5.2.2.1 Windscreen excess waiver;

5.2.2.2 Basic excess waiver;

5.2.2.3 One Additional excess waiver; or

5.2.2.4 Two Additional Excesses waiver.

5.3 THE FOLLOWING COMBINATION OF OPTIONS CAN BE ACQUIRED BY AN INSURED:

5.3.1 You can acquire any of the options on its own or in combination with one another, provided that You cannot acquire the One Additional excess waiver (5.2.2.3) and the two excess waiver (5.2.2.4) in combination;

5.3.2 Should incorrect options or combinations or options be acquired inadvertently, whether by virtue of own or intermediary error, the Insurer will make a premium refund.

5.4 LIMITS OF INDEMNITY

5.4.1 The indemnity is limited to the following, subject to 5.4.1.5:

5.4.1.1 For Windscreen excess waiver:

5.4.1.1.1 Up to R2,500.

5.4.1.2 For Basic excess waiver:

5.4.1.2.1 Up to R30,000.

5.4.1.3 For One Additional excess waiver

5.4.1.3.1 Up to R30 000.

5.4.1.4 For two Additional Excesses waiver:

5.4.1.4.1 Up to R30 000 per excess waived.

5.4.1.5 This policy only covers the theft/hijacking excess should the entire vehicle be stolen.

5.4.2 The insurer's liability under this section is limited to the excess amounts / first amounts payable that is calculated under 5.4.

5.4.3 This section only applies to claims:

5.4.3.1 Where the excess calculated is less than the claim amount.

5.4.3.2 Admitted by the insurer under the motor section.

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- 5.4.4 In the event that the stolen or hijacked vehicle is recovered undamaged, and the Insurer has already reimbursed the client his/her excess, any such refund(s) will be retained by the Insurer. The Insured will waive his/her rights to the Insurer for such monies recovered under this policy. The same will apply to any recoveries made from third parties in respect of the accident and/or theft/hijacking excess.
- 5.4.5 Shortfall: When the Insured has a comprehensive claim, the underwriting manager/Insured/broker of the underlying policy will request the difference from the Insurer.

6 TYRE COVER

6.1 DEFINITIONS

- 6.1.1 Tyres: any tyre(s) purchased and fitted to an insured vehicle by a reputable tyre franchisee.
- 6.1.2 Reputable tyre franchisee: any approved tyre centre or mobile unit in the country.
- 6.1.3 Please note that all claims and replacements of tyres will only be paid for by this policy, should the client replace his/her damaged tyre(s) after first calling the Insurer or its approved agent to obtain details of the approved tyre centers or mobile units.

6.2 INSURED EVENTS

- 6.2.1 In the event of loss caused by an insured event, as stated below, the Insurer will indemnify the Insured against the cost of repair or replacement of a tyre, including valves and balancing.

6.3 ACCIDENTAL DAMAGE

- 6.3.1 In the event of damage to a tyre caused by hard braking, cuts, bursts or bumpy roads, the Insurer will, subject to 6.4 below and 6.5 below, indemnify the Insured for the cost of repair or replacement of a tyre, including valves and balancing, provided that the indemnity is based on the percentage of unused thread remaining on the tyre.

6.4 LIMIT OF INDEMNITY

- 6.4.1 The Insurer will indemnify the Insured as per the original amount on his/her invoice relating to the purchase of tyres, less any wear and tear on the tyre at the time of an event that may result in a claim. Each and every claim will be limited to a maximum indemnity of:
- 6.4.1.1 For tyres: R3,000.00 per tyre, less any wear and tear/worn tread. Maximum liability per claim/event is R6,000.00; or
- 6.4.1.2 For run flat tyres: R8,000.00 per tyre, less any wear and tear/worn tread. Maximum liability per claim/event is R16,000.00;
- 6.4.2 This cover is limited to two claims per year, or one claim if two tyres are replaced in one incident.
- 6.4.3 All claims must be reported before any replacement of damaged tyre(s) may be done.
- 6.4.4 No claim(s) will be paid if the client replaces tyre(s) without authorisation from the Insurer or its approved agent.

6.5 EXCLUSIONS

- 6.5.1 The Insurer will not be liable to pay for any loss or resultant damage:
- 6.5.1.1 to tyres on all fee-paying transporting vehicles;
- 6.5.1.2 caused by safety devices built into or fitted in tyre(s);
- 6.5.1.3 caused to tyre(s) by safety devices, or built-in safety mechanisms;
- 6.5.1.4 flat tyres - where the tyre cannot be repaired as a result of a normal puncture;
- 6.5.1.5 caused to tyres as a result of driving while the tyre(s) are deflated

- 6.5.1.6 Punctured tyre(s)-: tyre(s) that could have been repaired, if not been driven whilst punctured.
- 6.5.1.7 To tyres that have a tread depth of less than 1mm at any point;
- 6.5.2 to tyres fitted to a vehicle used for racing, pace setting, speed testing, reliability trials, hire or reward, offroad activities, dispatch or courier services, or driving tuition;
- 6.5.3 caused by or resulting from an accident involving the motor vehicle on which the tyres were fitted;
- 6.5.4 resulting from misaligned wheel balance;
- 6.5.5 to retreads, i.e. tyres that have been refitted with rubber retreads;
- 6.5.6 covered under a supplier or manufacturer's warranty or guarantee period;
- 6.5.7 from, or any liability arising from faulty manufacturing or fitment;
- 6.5.8 to the vehicle resulting from an event covered by this policy;
- 6.5.9 to rims, mags or any safety devices fitted on or in the tyre; or
- 6.5.10 liability to third parties, or third-party property damage;
- 6.5.11 The Insurer will not be liable to pay for any consequential loss.

6.6 TABLE OF INDEMNITY

- 6.6.1 The thread measurement will determine the factor used to calculate the amount payable by taking the smallest of the sum insured or the cost price of the tyres and multiplying it with the indicated percentage:

Thread measurement	Percentage factor applied
Less than 2mm	0%
More than 2mm	25%
3mm	35%
4mm	50%
5mm	65%
6mm	75%
7mm	85%
8mm	100%

6.7 CLAIMS

- 6.7.1 An insurance credit will be paid should a tyre become irreparably damaged on a maintained South African Road as a result of a cut, bruise, impact break or puncture, excluding cosmetic, chemical or atmospheric changes. The insurer will credit the insured with the sum insured towards the net price of an equivalent new tyre, that must be purchased form and fitted at any approved tyre center or mobile unit franchisee.

7 SCRATCH AND DENT COVER

7.1 INSURED EVENTS

7.1.1 Damage to the insured vehicle, as described in the schedule:

7.1.1.1 The Insurer will indemnify the Insured by payment for the repairs carried out by an approved repairer up to the maximum limit of R2 000 for any one claim.

7.1.1.2 All dents and scratches that is required to be repaired under one claim, shall be regarded as one and the same insurance event and the limits of this section shall apply to all the events as if they are one insured event.

7.1.2 Damage is defined as:

7.1.2.1 Scratch: A mark not exceeding 25cm in length.

7.1.2.2 Dent: An area not exceeding 10cm in diameter.

7.1.2.3 Chip: An area not exceeding 5mm in diameter.

7.1.3 This policy is subject to the following exclusions and general conditions:

7.2 EXCLUSIONS

7.2.1 There will be no cover under this policy in respect of any claim arising from any damage that cannot be defined as a dent, scratch or chip, as defined in this policy;

7.2.2 the replacement of anybody panel or part, or where a panel has been ripped, torn or cracked;

7.2.3 damage caused by hail;

7.2.4 exiting damage;

7.2.5 paint that is flaking or cracked;

7.2.6 rust;

7.2.7 damage to beading or mouldings that cannot be repaired;

7.2.8 damage involving lights, lamps of any type, or window panels;

7.2.9 damage to the load box of any light delivery or 4x4 vehicle;

7.2.10 any third-party liability;

7.2.11 any consequential loss;

7.2.12 damage to bins on light commercial vehicles; or

7.2.13 damage to mags/rims.

7.3 DUTY OF CARE

7.3.1 The Insured must take all reasonable precautions and exercise reasonable care for the maintenance and safety of the property insured as well as prevent or minimise potential loss or damage.

7.4 FIRST AMOUNT PAYABLE

7.4.1 The Insured will pay the first amount payable as set out in the schedule of insurance.