

motorsure



POLICY **WORDING**

DO GREAT THINGS



OLD MUTUAL
INSURE



South Africa **0860 247 365**

Our insurance product automatically includes swiftcare

– a value-added service where policyholders enjoy the following benefits:

Roadside Assistance

Home Assistance

Medical Assistance

swiftcare is available to all our policyholders, 24 hours a day, 7 days a week, and 365 days a year in **South Africa**. Policyholders travelling in neighbouring countries will have telephonic access to **swiftcare**. As the **swiftcare** benefits are service related and not insurance benefits, if the **swiftcare** call centre is not contacted in the first instance for assistance any costs incurred will be for the policyholder's own account.

Swift Accident Management Solutions **0860 247 365**

A value-added service that provides fast and efficient towing assistance when a vehicle that is insured comprehensively or for third party, fire & theft the-by Old Mutual Insure is involved in a motor accident. In the event of an accident, the help-desk will immediately dispatch an approved towing operator and the vehicle will be towed to the nearest Old Mutual Insure approved towing centre or approved auto body repairer. To be fully compensated under this service, the policyholder must call the help desk as a first port of call for towing authorisation – otherwise only a limited benefit will apply.

Critical 5 HIV Prevention plan **0860 63 2273**

Old Mutual Insure is serious about corporate social responsibility and has teamed up with Health Finance Corporation and ER24 to bring you the Critical 5 HIV Prevention plan – providing medical assistance and preventative treatment for accidental exposure to HIV through rape, assault, needlestick injuries, motor vehicle accidents and other exposures, to all current policyholders.



For more information or electronic versions of the above brochures, visit www.ominsure.co.za

Please contact your local Old Mutual Insure office for 'DO NOT TOW' stickers. To ensure that only authorised towing takes place, please affix these stickers to the inside of your Old Mutual Insure insured vehicle(s), preferably on the small passenger window behind the driver.

motorsure Insurance Policy

This document includes the terms, conditions and exclusions for the following sections of insurance. Please refer to your schedule for the sections you have insurance for.

General sections	2
1. Introducing your motorsure Policy	2
2. Using your Policy	3
3. General Terms, Conditions and Exclusions.....	5
 Specific section	13
4. Motor Section.....	13

If shown in the schedule, you have separate insurance for riots and strikes. This insurance is provided by Sasria SOC Ltd, Registration number: 1979/000287/06.



Signed for the insurer

Please make sure that your policy meets your needs. To change your policy, please contact your broker or us on
0860 22 55 63.

General sections

1. Introducing your **motorsure** Policy

1.1. Purpose of insurance

The purpose of insurance is to put you in the same financial position you were in before any Insured event, loss or damage occurred less any excess you must pay. To be compensated, you must have complied with all policy terms and conditions.

There are limits to the compensation for the events or items you insure. Please see your schedule for the limits of compensation.

1.2. Basis of the **motorsure** Policy

According to the terms, conditions and exclusions of this insurance policy:

- you must pay us a monthly or yearly premium and comply with the terms and conditions of the policy. **Your insurance will end if we do not receive your premium in time;**
- we compensate you for loss or damage you suffer from Insured events set out in the policy less any excess you must pay.

We may decide how to compensate you. Please check the conditions for compensation in the Motor Section.

1.3. The information that forms part of your policy

The following documents and information form part of your insurance policy and must be read together as one document:

- **The information you gave to us when you applied for insurance.** You might have given information in an application form, online, through an intermediary, or over the telephone.
- **A schedule.** This sets out the type of insurance you have bought, the people who are insured, the period of insurance, the amounts you are insured for, the excesses that apply and the premium you must pay. Any changes to your policy will be shown in your schedule and will form part of your policy.
- **Insurance terms, conditions and exclusions.** These consist of:
 - general terms, conditions and exclusions. The General terms, Conditions and Exclusions set out your duties, the compensation we give, and how to claim for an Insured event for any loss or damage to insured items..

2. Using your Policy

2.1. Definitions

These definitions apply throughout the policy. Please see the definitions specific to the Motor section.

<i>You, your, yourself</i>	means the person named on the schedule as the policyholder. In certain sections, you includes spouse and family who live with you and who are financially dependent on you. See the Motor section for who we insure.
<i>We, us, our</i>	means Old Mutual Insure Limited, registration number 1970/006619/06.
<i>Spouse</i>	means a person who: <ul style="list-style-type: none">• is the partner of the policyholder in any marriage, civil union or customary union recognised by South African law; or• is living with the policyholder in a relationship that is intended to be permanent and who is named in the schedule.
<i>Anniversary date</i>	means the date 12 months after the Start date of your policy, unless your policy specifically states otherwise.
<i>Consequential loss</i>	means any additional loss or damage that happens as a result of the insured loss or damage.
<i>Excess</i>	means the first amount you must pay before we settle a claim.
<i>Exclusions</i>	means an event, loss or damage that is not insured.
<i>Liability</i>	means responsible in law.
<i>Held liable</i>	means held responsible in law by a South African Court.
<i>May</i>	means are entitled to.
<i>Period of insurance</i>	means for yearly policies: the period from the Start date of your insurance to the anniversary date; for monthly policies: the period from the Start date of your insurance to the same day of the month one month later.
<i>Start Date</i>	means the latest of the following dates: <ul style="list-style-type: none">• the date on which insurance starts, as given in the schedule;• the date that any change to your policy became effective.
<i>Schedule</i>	this sets out the type of insurance you have bought, the people who are insured, the period of insurance, the amounts you are insured for, the excesses that apply and the premium you must pay; any changes to your policy will be shown in your schedule and will form part of your policy.

2.2. Structure

2.2.1. Except for the General section, you will find the following in the Motor section:

- Definitions in the section
- Who we insure
- What we insure
- What we do not insure
- Compensation
- Special conditions (if any)
- Claiming (if any extra requirements)

2.3. Examples

2.3.1. Examples in this policy are to help you understand how concepts of insurance work. They do not reflect a real situation and may assist you to interpret the clauses they illustrate.

2.4. Singular and plural

2.4.1. Any reference to the singular includes a reference to the plural and vice versa.

3. General Terms, Conditions and Exclusions

These General Terms, Conditions and Exclusions apply to the Motor section of this policy. There are also terms, conditions and exclusions that apply to the Motor section under this policy. Please make sure you understand all relevant parts of this document.

3.1. The countries where you are insured

- 3.1.1. The policy applies to South Africa, Botswana, Lesotho, Mozambique, Malawi, Namibia, Swaziland and Zimbabwe.

3.2. Give us relevant, true and complete information

- 3.2.1. We base the limit of compensation, the premium, and the other terms, conditions and exclusions in this policy on the information that you give to us. You have the following obligations:
- 3.2.1.1. to give us all material information. Material information is information that a reasonable person would consider you should have given to us so that we can assess your risk;
 - 3.2.1.2. to inform us immediately if any information we have about you and the insured items is not true and complete;
 - 3.2.1.3. to inform us immediately about any changes to the information we have about you and the insured items;
 - 3.2.1.4. to make sure that we have your correct bank details. If your bank details change, you must inform us immediately. If you do not, your policy might end as we will not be able to receive your premiums.
- 3.2.2. If you do not fulfil all the obligations above, we may do one or more of the following:
- 3.2.2.1. not accept your claim;
 - 3.2.2.2. cancel your policy;
 - 3.2.2.3. avoid your policy (avoiding the policy means treating it as null and void);
 - 3.2.2.4. recover any compensation we have given for previous claims.

3.3. Understand your policy

Check your schedule

- 3.3.1. Your schedule sets out important information about your policy, including limits of compensation. **It is your responsibility to tell us as soon as reasonably possible if any details are incorrect.**
- 3.3.2. You are not insured for an Insured event or under a section of insurance if:
- the limit of compensation is left blank, has no amount next to it, or is shown as nil, not applicable or not insured;
 - there is no information under the heading.
- 3.3.3. If there is any inconsistency between the schedule and the rest of the policy, the schedule applies.

Understand the excess

- 3.3.4. For some insured items, you must pay an excess when you claim. The relevant excess is set out alongside the items in the schedule. Excesses are VAT exempt and are due before we settle the claim and we may deduct it from the compensation we give.

Understand the rand amounts

- 3.3.5. All compensation limits and premium amounts shown in the schedule include VAT. All amounts are in South African rand, including premiums and the amounts we give to you as compensation.

Read the General terms, Conditions and Exclusions

- 3.3.6. The General Terms, Conditions and Exclusions apply to the entire policy.

Refer to the policy for what we do not insure

- 3.3.7. Make sure that you understand what we do not insure in both the General section and the specific Motor section of this policy.

3.4. Look after the items you have insured

- 3.4.1. You have a duty to take reasonable care to prevent or reduce loss, damage, bodily injury and accidents.

3.5. Pay your premiums

- 3.5.1. We base your premiums on your information and on the limits of compensation shown in the schedule.
- 3.5.2. Refer to the schedule to see if you have a yearly or a monthly policy.

If you have a yearly policy

- 3.5.3. A yearly policy means that your policy runs for a period of one year from the Start date, and you pay your premium each year in advance. The policy is automatically renewed if you pay your next yearly premium in time.
- 3.5.4. **For the policy to start**, we must receive your premium within 15 days from the Start date shown in the schedule. If we do not receive your premium in this time, your policy will not start.
- 3.5.5. **For the policy to renew**, we must receive and accept your premium within 15 days from the anniversary date shown in the schedule. If we do not receive your premium in this time, your policy will automatically end from the anniversary date.
- 3.5.6. If there is a total loss from an Insured event or of an insured item during the period of insurance, you are not entitled to a refund of your premium.

An example:

If you have a yearly policy and you insure your motor car on 1 February and it is stolen on 1 March of the same year, you will not receive a refund for the remaining 11 months you have paid for the year.

If you have a monthly policy

- 3.5.7. A monthly policy means that your policy runs for a period of one month, and you pay your premium each month in advance. The policy is automatically renewed each month if you pay your next monthly premium in time.
- 3.5.8. **For the policy to start**, we must receive your premium for the first month in advance. If we do not receive your premium, your policy will not start.
- 3.5.9. **For the policy to renew each month**, you must pay your premium in advance every month by no later than the payment due date. The payment due date is a day of the month you have agreed to pay us the premium.
- 3.5.10. If we do not receive your premium on the payment due date, we will debit it again at the next payment due date. If we are able to collect both premiums, your policy will continue. If we are unable to collect both premiums, your policy will end automatically from the first payment due date that you did not pay your premium.
- 3.5.11. If you put a stop payment on your premium, the policy will end automatically from the payment due date that you did not pay your premium.

Changes in premiums and limits of compensation

Changes in premiums

- 3.5.12. We may change your premium at any time. We will write to let you know 30 days before any change.

Increases after a claim

- 3.5.13. The limit of compensation does not change when you have a claim but the premium might be affected. We may choose to wait until the policy anniversary to increase your premiums or we may ask you to pay a higher premium from the date of the loss or damage.

3.6. Claiming

Refer to specific terms in Motor section

- 3.6.1. You must refer to the Motor section of this policy for any additional requirements on claiming under this section.

Report certain claims to the police

- 3.6.2. You must report claims that involve crime (for example, theft or malicious damage) and traffic accidents to the police as soon as reasonably possible. You must give us the case number.

Tell us about the claim

- 3.6.3. We must receive notice of your claim as soon as is reasonably possible but no later than 30 days after the Insured event, loss or damage occurred. If you do not do so, you lose your right to bring a claim against us. Our contact details appear in the policy.

You must give us:

- 3.6.3.1. full details of the claim;
- 3.6.3.2. details of any other insurance you may have for the Insured event;
- 3.6.3.3. proof, statements, and any other information we ask for; and
- 3.6.3.4. any correspondence or other documents (for example, court papers or legal letters) you have received in relation to the claim.

If an incident might lead to a claim against you

- 3.6.4. You must tell us immediately if there is an incident that might lead to a claim against you. If you do not do so, we may decide not to give compensation for the claim. You must send us copies of any documents (including legal proceedings) relating to the incident.

You must not give out any information

- 3.6.5. Unless we give you our written permission, you must not:
 - 3.6.5.1. admit you are at fault, whether oral or written;
 - 3.6.5.2. make any promises, give or accept any compensation.

Help to recover compensation

- 3.6.6. You must give us reasonable help to:
 - 3.6.6.1. take steps against any other person to recover compensation we have given to you;
 - 3.6.6.2. identify and recover any items that have been lost or stolen and have been found.
- 3.6.7. We will reimburse you for the reasonable expenses you incur in helping us. If you do not give us this help, you must reimburse the compensation we gave.

We may conduct legal proceedings in your name

- 3.6.8. We may take over and conduct in your name the defence, recovery or settlement of any claim that we have accepted.

If we reject your claim

- 3.6.9. We may accept or reject all or part of your claim.
- 3.6.10. If we reject your claim, you have 90 days from receiving the rejection letter to object to our decision. You must write to us and give reasons for your objection. If you are out of time, you may not object to our decision.
- 3.6.11. If your objection is not successful, you have 6 months from the end of the 90-day period to serve a summons on us. If you do not do so in this time, we will have no obligations to you under this policy.

You can contact the Ombudsman

- 3.6.12. We give compensation for all valid claims under this policy honestly, fairly and promptly. If you believe that we have not done so, and you wish to make a complaint, please contact your financial adviser. If you do not have a financial adviser, please contact your local Old Mutual Insure office.
- 3.6.13. If you are still not satisfied, you have the right to contact the Short Term Insurance Ombudsman. You can find the contact details in the Disclosure notice attached to the schedule.

- 3.6.14. Although these findings are not binding on insurers, we are happy to give you the assurance that we will abide by any decision made by the Ombudsman.

3.7. The compensation we give

Our choice of how to compensate

- 3.7.1. If you have a valid claim, we may choose one or more of the following ways to give compensation:
- 3.7.1.1. pay for repair at a repairer of our choice;
 - 3.7.1.2. replace the item through a supplier of our choice; or
 - 3.7.1.3. pay cash.
- 3.7.2. The decision about how we compensate is ours alone. Please check the terms, conditions and exclusions of the Motor section.

No interest

- 3.7.3. You are not responsible to pay interest on premiums. We are not responsible to pay interest in any compensation.

If you have other short-term insurance for the same item

- 3.7.4. If any item we insure under this policy is also insured by other short-term insurance, we compensate you only for our proportion of the claim.

An example:

Your car is insured under this policy for R80 000 and under another company's insurance policy for R100 000. This means the proportion your car is insured with us is:

$$\frac{80\,000}{180\,000} \quad \text{which equals 44\%}.$$

Your car is stolen and we accept your claim. However, because of the other insurance policy you have, we only pay our proportion of the claim which is 44%.

- 3.7.5. You may only claim for medical expenses if you are unable to recover from any other insurance, including medical aid.

Compliance with terms and conditions

- 3.7.6. We only give compensation if you have complied with the terms and conditions of the policy.

What we do not insure (exclusions)

We do not compensate for Consequential loss

- 3.7.7. We do not compensate you for claims for Consequential loss. Consequential loss is any additional loss or damage that happens as a result of the insured loss or damage.

An example:

You are driving in your car to the airport to catch a flight. On the way, you have a car accident. Because of the accident, you miss your flight. We compensate you for damage to your car but we will not compensate you for the wasted air ticket.

We do not compensate for events deliberately caused

- 3.7.8. We do not compensate you for any claims if you, or any person colluding with you, deliberately caused the Insured event, loss or damage.

We do not compensate for fraud, dishonesty and misrepresentation

- 3.7.9. We do not compensate you for claims based on fraud, dishonesty or misrepresentation (giving misleading or incorrect facts) including exaggerated claims.
- 3.7.10. If we gave compensation for any claims that we later discover were based on fraud, dishonesty or misrepresentation, you must pay back the amount of the compensation immediately we ask for it.
- 3.7.11. We may cancel your policy immediately and you may face criminal charges.

We do not compensate for scams

- 3.7.12. We do not compensate you for claims for Insured events involving, loss or damage arising from scams, fraud or theft by false pretences. For example, if you sell your car and receive a bad cheque, we will not compensate you for the loss of the car.

We do not compensate for liability related to contracts

- 3.7.13. We do not compensate you for Liability arising from a contract you entered into unless you would have been liable even if there were no contract.

We do not compensate for confiscation by lawful authorities

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

Fines and penalties

- 3.7.15. We do not compensate for any punitive damages, fines or penalties that you are held liable for.

Pollution or contamination

- 3.7.16. We do not compensate for Liability related to pollution or contamination of any type. This includes the cost of cleaning up or replacing any property damaged by pollution or contamination.

We do not compensate for claims related to nuclear material

- 3.7.17. We do not compensate you for claims resulting directly or indirectly from any of the following:
- 3.7.17.1. ionising, radiation, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Combustion includes any self-sustaining process of nuclear fission;
 - 3.7.17.2. contamination from nuclear material in any form, including from nuclear waste;
 - 3.7.17.3. nuclear fission or fusion;
 - 3.7.17.4. nuclear weapons, nuclear explosion.
- 3.7.18. We do not compensate you for these claims even if another event or cause (regardless of the sequence of events) contributed to the loss, damage, bodily injury or Liability.

We do not compensate for war, riots, labour strikes or terrorism

- 3.7.19. We will not accept any claims for events resulting directly or indirectly from any one or more of the following:
- 3.7.19.1. labour disturbances, riots, strikes, lockouts or public disorder, or any acts that are aimed to cause these;
 - 3.7.19.2. war and warlike activities, for example invasion, acts of foreign enemies, and civil war (whether war is declared or not);
 - 3.7.19.3. martial law, mutiny, military uprising or a state of siege, or any event which may cause these;
 - 3.7.19.4. revolution, including protests, rebellion, civil disobedience, and inciting fear in the public;
 - 3.7.19.5. acts or attempts to overthrow the government or any local or tribal authority by force or by means of fear, terrorism or violence;
 - 3.7.19.6. terrorism or the threat of terrorism, or the attempt to cause terrorism or the threat of terrorism. Terrorism includes the use of violence or threat of violence to bring about any political aim, or to bring about any social or economic change, or in protest against any state or government or any provincial, local or tribal authority. It includes acts whether harmless to human life or not, by any person or group of people, whether acting alone or in a group. It includes any acts committed for political religious, personal or ideological reasons;
 - 3.7.19.7. any events for which a fund is established under the War Damage Insurance and Compensation Act, No 85 of 1976 or any similar Act;
 - 3.7.19.8. the acts of any lawfully established authority to control, prevent, suppress or otherwise deal with any of the activities listed above.

Sanctions

- 3.7.20. We do not insure you for or compensate you for any event or claim which would expose us to any sanction, prohibition or restriction under United Nations regulations or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

3.8. Changing and cancelling this policy

Changing the terms of this policy

- 3.8.1. You may ask us to change the policy at any time. Any change that we agree to in writing will apply from the time and date of our agreement.

- 3.8.2. We may change the terms, conditions and exclusions of this policy by giving you 30 days' notice. We will give you this notice by fax, post or email to the last known address or contact details we have for you.

Cancelling this policy

- 3.8.3. You may cancel this policy at any time by letting us know.
- 3.8.4. We may cancel this policy or any section of it by giving you 30 days' notice in writing. We will send the notice to the last known address we have for you.
- 3.8.5. If either you or we cancel a yearly policy, we will refund you for the period of insurance you have not used, less an adjustment for the shorter period of insurance.

3.9. South African law applies

- 3.9.1. South African law applies to this policy. You agree that only the courts of the Republic of South Africa may deal with any dispute in respect of this policy.

3.10. Sharing of insurance information

- 3.10.1. You acknowledge that sharing of insurance information about yourself, including credit information, for underwriting and claims purposes between insurers is in the public interest. It enables insurers to underwrite policies and assess risks fairly and to reduce fraudulent claims so that premiums can be limited.
- 3.10.2. You waive your right to privacy and those of any person that you represent regarding the information that you or another person on your behalf provides. You acknowledge that the information that you provide may be stored in the shared database and used as set out above. It can also be used for any decision about your policy or the meeting of any claim.
- 3.10.3. You consent to the information being given to another insurance company or its agents. You acknowledge that the information about yourself may be verified against legally recognised sources or databases.

3.11. Sasria

- 3.11.1. Sasria SOC Ltd provides cover as shown in the schedule for property insured under this policy.
- 3.11.2. Sasria covers you for any accidental or intentional damage to your insured property caused by any person or group of people taking part in a riot, strike, lock-out, public disorder, civil commotion or committing any act which has a political, social or economic aim, objective or cause, or in protest against any state or government.

This cover is limited to events in the Republic of South Africa only.

- 3.11.3. A full description of cover and exclusions are included in your schedule.

Specific section

4. Motor Section

4.1. Definitions in this section

<i>You</i>	means the policyholder and other regular drivers named in the schedule.
<i>Vehicle</i>	means the insured vehicle listed in the schedule or the replacement vehicle, as relevant. It includes the factory fitted accessories and spare parts when they are in or on the vehicle.
<i>Replacement vehicle</i>	means any vehicle from categories A to C below (Types of vehicles we insure). It includes vehicles that you hire, lease or temporarily use as a replacement for the insured vehicle while the insured vehicle is in for a service or mechanical or electrical repairs by the motor trade.
<i>Code 3 or built-up vehicles</i>	means a new or used vehicle that has been declared permanently unfit for use, usually as a result of the following: <ul style="list-style-type: none">• involved in an incident, is declared unfit for use as a motor vehicle;• a motor vehicle which is "Built up or Permanently unfit for use", when the extent of the damage includes structural defects that require substantial rebuilding;• stolen vehicle.
<i>SAPVIN number</i>	means the South African Police Vehicle Identification Number. This is a number that is uniquely generated by the SAPS vehicle circulation system. A SAPVIN is issued when a vehicle does not have a VIN, an engine number, a VIN or engine number has been duplicated or when a VIN or engine number has been altered, defaced or obliterated.

4.2. Who we insure

- 4.2.1. The following people are insured:
- 4.2.1.1. the policyholder;
 - 4.2.1.2. the regular drivers named in the schedule;
 - 4.2.1.3. people driving your vehicle with your permission.

4.3. What we insure

- 4.3.1. We insure the vehicle listed in the schedule or any replacement vehicle.
- 4.3.2. The maximum compensation we give for a replacement vehicle is not more than the Reasonable Retail Value or Agreed Value of the insured vehicle on your policy.

Types of vehicle we insure:

Category	Type of vehicle	Description
A	Cars	private motor cars
B	Light Delivery Vehicles (LDVs)	with gross mass of 3 500 kg or less
C	4 X 4 and 4 X 2 vehicles	a 4 X 4 or 4 X 2 vehicle of not more than 3 500 kg gross vehicle mass

4.4. Types of vehicle use

- 4.4.1. When you insure the vehicle, you choose the description of use for the vehicle. You may only use the vehicle for the purpose in the description you chose and as shown in the schedule. **If you use the vehicle for other purposes, we will not accept any claims. If you change the purpose of use of the vehicle, you must inform us immediately.**

The two descriptions and their purposes are:

Description	Purposes
1. Domestic use	Social and private travel, travel to and from work. It includes occasional business travel but only in exceptional circumstances. If you use your vehicle for business, trade or occupation more than once a week it will not be covered under the Domestic class of use.
2. Business use	Business and professional travel, social and private travel including travel to and from work.

- 4.4.2. We do not insure the following types of use:

- 4.4.2.1. commercial travelling (for example, couriers);
- 4.4.2.2. carrying fare-paying passengers;
- 4.4.2.3. giving lifts to passengers for profit (for example, a vehicle-sharing agreement);
- 4.4.2.4. carrying goods for trade;
- 4.4.2.5. giving driving lessons for reward;
- 4.4.2.6. hiring out the vehicle for reward;
- 4.4.2.7. any racing or speed contest, rally or trial involving driving of any kind including use on 4 X 4 courses and test circuits, gymkhanas, fun-day events or any events held on a race track sanctioned by or under the auspices of a motoring club;
- 4.4.2.8. any purpose related to the motor trade, except when the vehicle is in the care of the motor trade for its maintenance or mechanical or electrical repair.

- 4.4.3. Vehicle sharing:

- 4.4.3.1. Accepting payment for giving lifts to passengers as part of a vehicle sharing agreement for social purposes or commuting, is not excluded under the type of vehicle use if both the following conditions are met:

- 4.4.3.1.a. the passengers are not being carried in the course of a passenger carrying business;
- 4.4.3.1.b. the total payment does not amount to profit.

4.5. Types of vehicle value

- 4.5.1. There are two types of vehicle values: Reasonable Retail Value and Agreed Value.

Type 1: Reasonable Retail value

- 4.5.2. The Reasonable Retail Value is the price at which a car dealer sells a vehicle with its factory-fitted accessories. The value is based on the retail value shown for the vehicle in a recognised and current motor trade publication. The vehicle's age, condition and odometer readings might affect the value. We will automatically adjust your premium, based on the most current retail value. We will do this on the anniversary date of the policy.
- 4.5.3. You must insure the following items separately:
 - 4.5.3.1. non-factory fitted accessories;
 - 4.5.3.2. credit shortfall (any amounts owing on the vehicle).
- 4.5.4. You may change the amounts the non-factory accessories are insured for at any time. If you do, you may not make the changes effective before the date that you asked for the change. You must ensure that the value of the extra accessories is accurate and up to date.

Type 2: Agreed value

- 4.5.5. The Agreed Value is used for a special class of vehicles, for example, imported sports cars or vintage cars.
- 4.5.6. The Agreed Value is the value you wish to insure the vehicle for, including its factory fitted accessories. The Agreed Value is shown in the schedule. You must give us proof of value of the vehicle from three reputable motor vehicle dealers. If the condition of the vehicle worsens after the agreed value valuation but before a claim, the amount of compensation might be lower if there is a claim.
- 4.5.7. At each anniversary date of the policy you must give us new proof of value for the next 12 months of insurance.
- 4.5.8. If we do not receive new proof of value by the anniversary date, and the policy is renewed, the Agreed Value will not change.

4.6. Types of insurance

- 4.6.1. There are three types of insurance under this section:
 - 4.6.1.1. Comprehensive;
 - 4.6.1.2. Third Party, Fire and Theft;
 - 4.6.1.3. Third Party only.

4.6.2. The type of insurance you choose for each vehicle is shown in the schedule.

What we insure under each type of insurance

Comprehensive	Third Party, fire and theft	Third Party only
Loss or damage to the vehicle	Loss or damage to the vehicle from certain Insured events only	
Costs to protect the vehicle	Costs to protect the vehicle	
Costs for emergency repairs	Costs for emergency repairs	
Costs to tow and store the vehicle	Costs to tow and store	
Delivery after repair	Delivery after repair	
Medical expenses		
Window glass		
Credit shortfall (optional)		
Emergency expenses for accommodation		
Bereavement expenses		
Locks, keys and remote control units		
Tracking device		
Trauma counselling after a violent act	Trauma counselling after a violent act	
Mechanical and electrical breakdown of the vehicle		
Special modification to your vehicle	Special modification to your vehicle	
Car radios and sound systems	Car radios and sound systems	
Car hire (optional)		
4x4 and 4x2 Cover (optional)		
Liability	Liability	Liability

4.7. Comprehensive Motor Insurance

What we insure

- 4.7.1. If you chose comprehensive insurance, we compensate you for:
 - 4.7.1.1. loss or damage to the vehicle;
 - 4.7.1.2. Liability.
- 4.7.2. If you have a valid claim for loss or damage under this section, we will also compensate you for the following:

Costs to protect the vehicle

- 4.7.3. If the insured loss or damage takes place, we will pay reasonable costs for protecting the vehicle, up to the limit shown in the schedule.

Costs for emergency repairs

- 4.7.4. You may authorise emergency repairs to the vehicle up to the limit shown in the schedule without our consent. You must immediately give us a detailed invoice from the repairer.

Costs to tow and store the vehicle

- 4.7.5. You must use our service provider for towing and storage after an accident. If you do not use our approved service provider, the compensation for towing and storage will be limited to the amount shown in the schedule.
- 4.7.6. **After loss or damage:** we will pay the costs of towing and storage. You must contact our **24-hour call centre on 0860 247 365** to arrange towing and storage with one of our approved service providers.

Delivery after repair

- 4.7.7. After your vehicle has been repaired in South Africa following a valid claim, we will pay the reasonable cost of delivering the vehicle to your home in South Africa.

Medical expenses

- 4.7.8. If the driver or passengers of the vehicle is physically injured because of loss or damage to the vehicle, we will pay the medical expenses you incur. The maximum we will pay for each person injured is shown in the schedule. We give compensation only if the injured person does not have any other insurance for medical expenses, for example medical aid.

Window glass

- 4.7.9. If your window is damaged, we compensate you for replacing or repairing the window glass of the vehicle, only if the following is met:
 - 4.7.9.1. for you to be compensated, you must use our service provider for the replacement or repair of the window glass;
 - 4.7.9.2. you must contact our service provider on **0860 22 55 63** to arrange an appointment to fit or repair the glass;
 - 4.7.9.3. there is an excess in the schedule. This is the amount that you must pay before we compensate you.

- 4.7.10. Sunroofs and other glass that forms part of the body of the car are not window glass.

Credit shortfall (optional)

This insurance is optional as shown in the schedule. Please check your schedule to see whether you are insured for credit shortfall.

What we insure under credit shortfall

- 4.7.11. We compensate you for any credit shortfall you might have for the vehicle. The credit shortfall is the difference between:
- 4.7.11.1. the total amount you owe at the date of loss or damage to a registered credit provider (under the National Credit Act, Act 34 of 2005); and
 - 4.7.11.2. the Reasonable Retail or Agreed value of the vehicle, as relevant.
- 4.7.12. 9.7.14 We give compensation for credit shortfall if the vehicle is either:
- 4.7.12.1. stolen or hijacked and not physically returned to you or to us;
 - 4.7.12.2. written off. This is when the vehicle is damaged and, in our opinion, is not economical to repair.

An example of credit shortfall

You buy a car for R160 000. You take out vehicle financing from a registered credit provider to pay off the car in instalments. During the vehicle loan repayment period, the Vehicle is written off and at that stage you owe the credit provider R150 000, but your Vehicle Retail value is R145 000. The insurance company would pay the credit provider R145 000 less your Excess.

If you have Credit Shortfall cover, the outstanding amount of R5 000 on the credit agreement is paid to the credit provider. Without Credit Shortfall cover, you would have to pay the R5 000 credit shortfall plus the Excess yourself. With Credit Shortfall cover, you are only responsible for the Excess.

What you must give us when you claim for credit shortfall

- 4.7.13. You must give us both of the following within 30 days of the loss or damage:
- 4.7.13.1. a copy of the credit agreement;
 - 4.7.13.2. a statement of your account showing the settlement balance that is outstanding at the date of loss or damage.

What we do not insure under credit shortfall

- 4.7.14. We do not include any of the following amounts in the compensation:
- 4.7.14.1. payments or interest that are in arrears before the date of loss or damage;
 - 4.7.14.2. early settlement penalties;

- 4.7.14.3. if the vehicle is subject to an instalment agreement that includes a residual payment, the maximum amount we will pay is the credit shortfall amount that would have existed if the vehicle was financed under an instalment agreement without a residual payment. The relevant time for this recalculation of the credit shortfall will be the month in which the claim is settled;
- 4.7.14.4. any agreement whereby the amount of any single instalment, differs by more than 10% from any other instalment;
- 4.7.14.5. any other amounts that can be refunded to you (for example, extra payments you have made to reduce your credit);
- 4.7.14.6. any legal costs you owe to the finance company.

Emergency expenses for accommodation

- 4.7.15. We compensate you for accommodation expenses that you and one passenger had to spend because of loss or damage to the vehicle. We compensate you up to the limit shown in the schedule for each person each day for a maximum of 2 days.
- 4.7.16. You may only claim for this insurance if the loss or damage took place more than 250 km from the Private Home shown on the schedule.

Bereavement expenses

- 4.7.17. You may only claim for Bereavement Expenses if we have accepted a claim for loss or damage under this section. We compensate your estate if you die as a result of the incident that led to the claim and within 3 months of that incident. We give compensation up to limit shown in the schedule for any one claim.

Locks, keys and remote control units

- 4.7.18. We compensate you for loss or damage to the vehicle's locks, keys and remote control units. We compensate you up to the limit shown in the schedule for any one claim.

Tracking device

- 4.7.19. If you have a tracking system in your vehicle and the vehicle is damaged beyond repair, or is not recovered following theft, we compensate you for the cost to install a tracking system in your new vehicle. Your contract with the tracking company must be valid and the payments must be up to date at the time of the loss or damage. We must authorise the installation before you proceed with it.
- 4.7.20. We compensate you up to the limit shown in the schedule.

Trauma counselling after a violent act

- 4.7.21. We compensate you for professional counselling that you pay for after being the victim of a violent act of theft, attempted theft, hold-up or hijacking of the vehicle. A registered professional counsellor must give the counselling.
- 4.7.22. We compensate you up to the limit shown in the schedule for any one claim.

Mechanical and Electrical Breakdown of the vehicle

- 4.7.23. If there is a mechanical or electrical breakdown of the vehicle, we compensate you up to the limit shown in the schedule for costs you necessarily incur for protecting the vehicle and transporting it to a repairer. We only compensate you for a breakdown once in each 12-month period. We give compensation only if you do not have any other breakdown insurance.

Special modifications to your vehicle

- 4.7.24. We will compensate for the necessary and reasonable costs for special modifications to any one of the insured vehicles shown in the schedule.
- 4.7.25. These special alterations are as a result of an accident that causes bodily injury which leaves you permanently disabled.
- 4.7.26. You must have our permission in writing before you can incur these costs.
- 4.7.27. The maximum compensation limit is shown in the schedule.

Car radios and sound systems

- 4.7.28. We compensate you for loss or damage to car radios and sound systems, only if the car radios and sound systems is insured separately as an accessory under this section.
- 4.7.29. We compensate you up to the limit shown in the schedule.
- 4.7.30. There is an excess in the schedule. This is the amount that you must pay before we compensate you.

Car hire (Optional)

- 4.7.31. This insurance is optional as shown in the schedule. Please check your schedule to see if you are insured for car hire.

When and how we compensate you for car hire

- 4.7.32. If you have a valid claim, we compensate you for hiring a car following loss or damage to the vehicle in any of the following circumstances:
- 4.7.32.1. if the vehicle cannot be driven;
 - 4.7.32.2. if the vehicle is being repaired;
 - 4.7.32.3. if the vehicle is stolen and not recovered.
- 4.7.33. We compensate you for:
- 4.7.33.1. the actual car hire charges for an unlimited distance of travel, excluding running costs (fuel and oil);
 - 4.7.33.2. the cost of delivery of the hire car.

Conditions for car hire

- 4.7.34. We arrange the car hire for you. We only hire cars from hire companies that we approve in South Africa.
- 4.7.35. We compensate you only if you accept the terms, conditions and exclusions of the hire company.

- 4.7.36. The period of hire starts from any one of these dates:
- 4.7.36.1. the date the vehicle could not be driven;
 - 4.7.36.2. the date the vehicle was handed to the motor trade for repair; or
 - 4.7.36.3. the date the theft of the vehicle was reported to us.
- 4.7.37. The period of hire ends at the earliest of:
- 4.7.37.1. the day your vehicle's repair is complete;
 - 4.7.37.2. the day we compensate you for the total loss of your vehicle; or
 - 4.7.37.3. the last day of the number of days shown in the schedule.

4x4 and 4x2 Cover (Optional)

What we insure

- 4.7.38. In addition to 'What we insure' (**refer to 4.7 – Comprehensive Motor Insurance**), we compensate you for loss or damage as shown in this option. Please check your schedule to see whether you are insured for 4x4 and 4x2 cover.
- 4.7.39. In the event that the compensation for loss or damage for the same cover is duplicated under '**What we insure**' (**refer to 4.7 – Comprehensive Motor Insurance**), it will be replaced by the compensation for loss or damage as shown under this option, where applicable. Limits provided by this option, overwrite the limits under 'What we insure' (**refer to 4.7 – Comprehensive Motor Insurance**) where applicable.

Types of vehicle use

- 4.7.40. We do not insure the following types of use:
- 4.7.40.1. commercial travelling (for example, couriers);
 - 4.7.40.2. carrying fare-paying passengers;
 - 4.7.40.3. giving lifts to passengers for profit (for example, a vehicle sharing agreement);
 - 4.7.40.4. carrying goods for trade;
 - 4.7.40.5. giving driving lessons for reward;
 - 4.7.40.6. hiring out the vehicle for reward;
 - 4.7.40.7. any racing or speed contest or any events held on a race track sanctioned by or under the auspices of a motor club;
 - 4.7.40.8. any purpose related to the motor trade, except when the vehicle is in the care of the motor trade for its maintenance or mechanical or electrical repair.

The countries where you are insured

- 4.7.41. The countries where you are insured are South Africa, Botswana, Lesotho, Mozambique, Malawi, Namibia, Swaziland, Zimbabwe, Zambia, Tanzania, Kenya and Angola (excluding the Cabinda enclave).

You must pay costs of returning the vehicle to South Africa

- 4.7.42. If loss or damage occurs to the vehicle in Zambia, Tanzania, Kenya and Angola, you are responsible for all costs you incur in bringing the vehicle back to South Africa.

- 4.7.43. Until the vehicle has been brought back to South Africa, we will not consider any claim for loss or damage to the vehicle.
- 4.7.44. If the vehicle is uneconomical to repair and the vehicle is not brought back to the said territories:
- 4.7.44.1. you are responsible for providing proof that it is uneconomical to repair before the company will accept the claim;
- 4.7.44.2. the value of the wreckage will be determined at 20% of the Reasonable Retail Value or Agreed Value as shown in the schedule. This amount will be deducted from the claim.

Costs for emergency repairs (refer to 4.7.4 of the Insured Events)

- 4.7.45. If you have a valid claim, you may authorise emergency repairs to the vehicle up to the limit shown in the schedule. You must give us a detailed invoice and photographic evidence from the repairer as soon as is reasonably possible.

Mechanical and Electrical breakdown of the vehicle (refer to 4.7.23 of the Insured Events)

- 4.7.46. If there is a mechanical or electrical breakdown of the vehicle, we compensate you up to the limit shown in the schedule for costs you necessarily incur for protecting the vehicle and transporting it to a repairer.
- 4.7.47. We only compensate you for breakdown once in each 12-month period.

Mechanical and Electrical Breakdown of Winching equipment

- 4.7.48. We will compensate you for sudden mechanical or electrical breakdown, failure or breakage of the winching equipment of the vehicle.
- 4.7.49. We do not insure the following failure or breakage:
- 4.7.49.1. associated with defective design, defective parts, defective repair or operation of the winching equipment;
- 4.7.49.2. due to wear, tear or gradual deterioration of the equipment's consumable parts or cable or coupling devices;
- 4.7.50. We compensate you up to the limit shown in the schedule;
- 4.7.51. There is an excess in the schedule. This is the amount that you must pay before we compensate you.

Head, tail or spotlights

- 4.7.52. We compensate you for the cost of replacing any head, tail or fitted spotlights accidentally damaged, even if there is no other damage to the vehicle.
- 4.7.53. There is an excess in the schedule. This is the amount that you must pay before we compensate you.

Extinguishing costs

- 4.7.54. We will compensate you for fire extinguishing costs or for fighting of a fire if the fire posed a danger to your vehicle and you are legally liable to pay for these costs.
- 4.7.55. Compensation is limited to the amount shown in the schedule for any one claim.

Documents

- 4.7.56. We will compensate you for:
 - 4.7.56.1. lost or damaged identity documents, passports, visas and vaccination certificates;
 - 4.7.56.2. any lost or damaged printed road maps or permits which allow the vehicle entry into or exit from countries.
- 4.7.57. Compensation is limited to the amount shown in the schedule for any one claim.

Wreckage removal

- 4.7.58. If you have a valid claim, we will compensate you for the cost of clearing up and removal of debris and wreckage of any insured vehicle following an insured event.
- 4.7.59. We compensate you up to the limit shown in the schedule for any one claim.

Car Hire

- 4.7.60. If you have a valid claim, we compensate you for the actual car hire charges up to the limit as shown in the schedule for the hire of a vehicle including the cost of delivery for a vehicle from a Car Rental Company following loss or damage to the vehicle in any of the following circumstances:
 - 4.7.60.1. if the vehicle cannot be driven;
 - 4.7.60.2. if the vehicle is being repaired;
 - 4.7.60.3. if the vehicle is stolen and not recovered.
- 4.7.61. We compensate you only if you accept the terms, conditions and exclusions of the hire company.
- 4.7.62. The period of hire starts from any one of these dates:
 - 4.7.62.1. the date the vehicle could not be driven;
 - 4.7.62.2. the date the vehicle was handed to the motor trade for repair; or
 - 4.7.62.3. the date the theft of the vehicle was reported to us.
- 4.7.63. The period of hire ends at the earliest of:
 - 4.7.63.1. the day your vehicle's repair is complete;
 - 4.7.63.2. the day we compensate you for the total loss of your vehicle; or
 - 4.7.63.3. after a maximum of 30 days.

Liability

- 4.7.64. We compensate you if you are held liable for another person's death, bodily injury, loss or damage to property caused by the vehicle.
- 4.7.65. See Liability section at 4.10 for terms and conditions.

4.8. Third Party, Fire and Theft

What we insure

- 4.8.1. If you chose insurance for Third Party, Fire and Theft, we only compensate you for:

Loss or damage

- 4.8.2. Loss or damage to the vehicle from:

- 4.8.2.1. fire, lightning, explosion;
- 4.8.2.2. theft and attempted theft.

- 4.8.3. Liability.

Costs to protect the vehicle

- 4.8.4. If the insured loss or damage takes place, we will pay reasonable costs for protecting the vehicle, up to the limit shown in the schedule.

Costs for emergency repairs

- 4.8.5. You may authorise emergency repairs to the vehicle up to the limit shown in the schedule without our consent. You must immediately give us a detailed invoice from the repairer.

Costs to tow and store the vehicle following fire, theft and attempted theft

- 4.8.6. You must use our service provider for towing and storage after an accident. If you do not use our approved service provider, the compensation for towing and storage will be limited to the amount shown in the schedule.
- 4.8.7. After fire, theft or attempted theft we will pay the costs of towing and storage. You must contact our **24-hour call centre on 0860 247 365** to arrange towing and storage with one of our approved service providers.

Delivery after repair

- 4.8.8. After your vehicle has been repaired in South Africa following a valid claim, we will pay the reasonable cost of delivering the vehicle to your home in South Africa.

Trauma counselling after a violent act

- 4.8.9. We compensate you for professional counselling that you pay for after being a victim of a violent act of theft, attempted theft, hold-up or hijacking of the vehicle. A registered professional counsellor must give the counselling.
- 4.8.10. We compensate you up to the limit shown in the schedule for any one claim.

Special modifications to your vehicle

- 4.8.11. We will compensate for the necessary and reasonable costs for special modifications to any one of the insured vehicles shown in the schedule.

- 4.8.12. These special alterations are as a result of an accident that causes bodily injury which leaves you permanently disabled.
- 4.8.13. You must have our permission in writing before you can incur these costs.
- 4.8.14. The maximum compensation limit is shown in the schedule.

Car radios and sound systems

- 4.8.15. We compensate you for loss or damage to car radios and sound systems, only if the car radios and sound systems is insured separately as an accessory under this section.
- 4.8.16. We compensate you up to the limit shown in the schedule.
- 4.8.17. There is an excess in the schedule. This is the amount that you must pay before we compensate you.

Liability

- 4.8.18. We compensate you if you are held liable for another person's death, bodily injury, loss or damage to property caused by the vehicle.
- 4.8.19. See Liability section at 4.10 for terms and conditions.

4.9. Third party only

- 4.9.1. If you choose insurance for Third Party only, we only compensate you for Liability.
- 4.9.2. See Liability at 4.10 for terms and conditions.

4.10. Liability

- 4.10.1. Liability means responsible in law.

What we insure

Liability insurance for vehicles insured on this policy

- 4.10.2. We compensate you if you are held liable for another person's accidental death, bodily injury, loss or damage to property caused:
 - 4.10.2.1. by the vehicle during the period of insurance; or
 - 4.10.2.2. while the insured vehicle is towing a trailer, caravan, car or goods vehicle not exceeding 3 500 kg during the period of insurance.
- 4.10.3. We do not compensate if you are towing for reward.

Liability insurance while other people drive or use your vehicle

- 4.10.4. We will also compensate any person who is driving or using the vehicle with your permission if such person is held liable for another person's death, bodily injury, loss or damage to property occurring during the period of insurance. The person driving with your permission:
 - 4.10.4.1. must not have a right to compensation under any other insurance;
 - 4.10.4.2. must not have been refused motor insurance at any time;

- 4.10.4.3. must comply with the terms, conditions and exclusions of this policy. It is your responsibility to ensure that any person driving or using your vehicle is aware of the terms, conditions and exclusions of this policy.

Liability insurance for vehicles not insured on this policy

- 4.10.5. We also compensate you if you are held liable for another person's death, bodily injury, loss or damage to property (excluding loss or damage to the vehicle itself) caused while you drive or use a category A, B or C type vehicle which is not insured on this policy during the period of insurance.
- 4.10.6. We only give compensation if:
- 4.10.6.1. you do not own the vehicle;
 - 4.10.6.2. you are not buying, leasing or hiring the vehicle under a credit agreement or similar agreement.
- 4.10.7. Please check your schedule to see the Liability limits that apply to each vehicle.

Compensation

- 4.10.8. The compensation includes the following:
- 4.10.8.1. the amounts you are liable for;
 - 4.10.8.2. legal costs of the other person that you are liable for; and
 - 4.10.8.3. costs that you incur with our permission to settle or defend the claim against you.

Limit of compensation

- 4.10.9. The compensation is limited to the amount shown in the schedule at the time of the Insured event. This amount applies to any single event or for a series of incidents that are the result of one event.
- 4.10.10. For drivers aged 25 and under, please see the limit of Liability shown in the schedule for death or bodily injury to other persons travelling in the vehicle. This is shown as the Passenger Liability limit on the schedule.

Legal representation for Liability claims

- 4.10.11. We may arrange:
- 4.10.11.1. representation for you at any inquiry into death resulting from an Insured event;
 - 4.10.11.2. legal representation for your defence at any criminal proceedings resulting from an Insured event.

What is not insured under Liability

Death of or bodily injury to certain people

- 4.10.12. We do not compensate for Liability for death of or bodily injury to the following people:
- 4.10.12.1. you, a person using or driving the vehicle with your permission or members of your family who normally live with you;
 - 4.10.12.2. your employees, other than your domestic employees, acting in the course of their employment with you at the time of the event;

- 4.10.12.3. any person in or on a caravan or trailer while it is being towed by the vehicle;
- 4.10.12.4. any passenger who was outside the cab of the vehicle at the time of the event.

Loss of or damage to property belonging to certain people

- 4.10.13. We do not compensate for Liability for loss of or damage to property:
 - 4.10.13.1. that you, a person using or driving the vehicle with your permission or any member of your family own, look after or control;
 - 4.10.13.2. in or on a caravan or trailer while being towed.

If you are insured under other insurance legislation

- 4.10.14. We do not compensate for Liability where you have insurance for Liability under any other motor vehicle insurance legislation.

4.11. What we do not insure

We do not compensate you under the Motor section for claims for any of the following:

- 4.11.1. deterioration in value resulting from repairs after an Insured event.
- 4.11.2. wear and tear, mechanical, electronic or electrical breakdowns, failure or breakages;
- 4.11.3. damage caused by rust, mildew, corrosion or decay;
- 4.11.4. damage to tyres caused maliciously or by the application of brakes, distortion of the tyre or by punctures, cuts or bursts caused by road hazards.
- 4.11.5. any authority lawfully taking or impounding the vehicle or any part of the vehicle;
- 4.11.6. any event that takes place outside the countries where you are insured (see General section), except while the vehicle is in transit by water between ports in these countries.
- 4.11.7. the vehicle being driven or used in any of the following circumstances:
 - 4.11.7.1. without a vehicle licence that is valid in the country where the vehicle is being used;
 - 4.11.7.2. while you, or any other person with your permission, drives the vehicle without a driver's or learner's licence that is valid in the country where the vehicle is being used; or if you or any other person with your permission, does not comply with the relevant laws about licences;
 - 4.11.7.3. while you drive the vehicle under the influence of alcohol or drugs or you drive the vehicle when your blood-alcohol level is over the legal limit;
 - 4.11.7.4. while any other person drives the vehicle under the influence of alcohol or drugs, or their blood-alcohol level is over the legal limit;
 - 4.11.7.5. while the vehicle is in a condition that does not comply with the Road Traffic ordinances of South Africa, or similar legislation that applies to the country where the vehicle is being driven.

4.12. Compensation

How we compensate you

- 4.12.1. The decision on how we compensate you is ours alone. If we decide to repair your vehicle and it is no longer under warranty, we can choose to replace non-safety/critical parts 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.
- 4.12.2. We compensate you in one or more of the following ways:
 - 4.12.2.1. pay for the vehicle's repair at a repairer that we approve;
 - 4.12.2.2. replace the vehicle;
 - 4.12.2.3. pay the amount of the loss, damage or Liability. The decision about how we compensate is ours alone.

Excess

- 4.12.3. There is an excess in the schedule for motor. This is the amount that you must pay before we compensate you.

Limit of compensation

For first owners of new vehicles

- 4.12.4. We compensate you as follows if you are the first registered owner of a new vehicle and within 12 months of registration, if either of the following happens to the vehicle:
 - 4.12.4.1. it is stolen or hijacked and not recovered;
 - 4.12.4.2. it is damaged and, in our opinion, not economical to repair.
- 4.12.5. For vehicles insured with a Reasonable Retail value, the limit of compensation is:
 - 4.12.5.1. 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.
- 4.12.6. For vehicles insured with an Agreed Value, the limit of compensation will be the Agreed Value adjusted for deterioration, less any excess amount.

If you are not the first registered owner of the vehicle or after 12 months after the first registration where you are the first registered owner

- 4.12.7. We compensate you up to the limit of compensation as shown in the schedule if you are not the first registered owner of the vehicle or after 12 months after first registration, if either of the following happens to the vehicle:
 - 4.12.7.1. it is stolen or hijacked and not recovered;
 - 4.12.7.2. it is damaged and, in our opinion, not economical to repair.
- 4.12.8. The limit of compensation is the Reasonable Retail Value or Agreed Value of the vehicle adjusted for deterioration (as relevant) at the time of the loss or damage, less the excess amount.

If you are the registered owner of a code 3 vehicle, built-up vehicle or a vehicle with SAPVIN numbers

- 4.12.9. We compensate you for code 3 vehicles, built-up vehicles or vehicles with SAPVIN numbers, if either of the following happens to the vehicle:
 - 4.12.9.1. it is stolen or hijacked and not recovered;
 - 4.12.9.2. it is damaged and, in our opinion, not economical to repair.
- 4.12.10. The limit of compensation is limited to 70% of the Reasonable Retail Value or Agreed Value of the vehicle adjusted for deterioration (as relevant) at the time of the loss or damage, less the excess amount.

Recovery of the excess

- 4.12.11. We are not responsible for recovering your excess from the party who was at fault. However, we may choose to do so. If we recover all or part of your excess, we will repay all or part of it to you.

4.13. Special conditions

You must take care of your vehicle

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

You must keep your vehicle secure

- 4.13.2. If the schedule states that your vehicle is fitted with a security system, it is your responsibility to prove that the security system was installed. If you do not prove this, you will not receive compensation for claims arising from theft, attempted theft or hijacking. Examples of security systems are satellite tracking systems, immobilisers and alarms.
- 4.13.3. We only compensate for loss or damage from theft, attempted theft or hijacking if you comply with the service agreements and recommendations of the security system's manufacturers and installers.
- 4.13.4. For satellite tracking systems we will only compensate you if you:
 - 4.13.4.1. immediately, and at your own expense, notify the authorities and the vehicle tracking company of the event;
 - 4.13.4.2. do not interfere (for example, by not paying fees) with the tracking or response company's ability or willingness to track and recover the vehicle effectively;
 - 4.13.4.3. do not cancel your service agreement.

You must agree to inspections

- 4.13.5. We may ask an inspection agent to inspect your vehicle at any time. We may decide not to insure your vehicle if you do not agree to the inspection. We reserve the right to change the terms, conditions and exclusions or cancel the insurance immediately based on the outcome of the inspection.

You must pay costs of returning the vehicle to South Africa

- 4.13.6. If loss or damage occurs to the vehicle outside South Africa, Botswana, Lesotho, Mozambique, Malawi, Namibia, Swaziland and Zimbabwe, you are responsible for all costs you incur in bringing the vehicle back to South Africa. We do not compensate you for these costs.
- 4.13.7. Until the vehicle has been brought back to South Africa, we will not consider any claim for loss or damage to the vehicle.

We may pay value for unavailable spare parts

- 4.13.8. If any part needed to repair the vehicle is not available in South Africa as a standard part, we compensate you for an amount up to the manufacturer's list price at the time of the loss or damage. This amount includes the reasonable cost to transport the part, other than by air, to South Africa.

Only the policyholder can claim under this section

- 4.13.9. Only the policyholder may claim under this section of the policy. If the insurance applies to someone other than the policyholder, the policyholder must claim for them. We have no further responsibility under this section once we have compensated you.

The policyholder will be compensated first

- 4.13.10. If more than one person has a right to insurance under this section, the limit of compensation applies to the total compensation we give. The policyholder receives compensation before any other people insured under this section.