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Comprehensive cover

1. Introduction

Your **Cars (Comprehensive cover)** section explains the types of benefits that are available to you. You must read this section together with the general terms and conditions and your policy schedule.

2. Definitions that apply to your Cars (Comprehensive cover) section

Where we refer to “you” in the **Cars (Comprehensive cover)** section, it also means anyone who drives the *car* with your permission. The following definitions are used in the **Cars (Comprehensive cover)** section of this policy.

<i>Car</i>	A passenger <i>car</i> , 4x4, SUV (sports utility vehicle), bakkie, mini-bus, light delivery vehicle, panel van and motorised caravan with a gross <i>vehicle</i> mass not exceeding 3 500 kg. The specific <i>car</i> that we cover is set out in the policy schedule.
<i>Total loss</i>	<p><i>Total loss</i> means either of the following:</p> <ul style="list-style-type: none"> – your <i>car</i> was stolen or hijacked and not found; or – your <i>car</i> was so badly damaged that the <i>car</i> is unsafe or uneconomical for us to repair (write-off). This means that the cost of repairs, plus the cost of any parts on the <i>car</i> that can be saved and re-used (salvage), is more than the <i>sum insured</i>.
<i>Regular driver</i>	The person who drives, or is in control or possession of the <i>car</i> most of the time. The name of the <i>regular driver</i> is set out in the policy schedule.
<i>Off-road</i>	Off-road means that you use your <i>car</i> or <i>motorbike</i> for four wheel driving, trail driving, sand dune driving or any other driving away from a public, prepared or graded private road.
<i>Credit agreement</i>	An enforceable <i>credit agreement</i> in terms of the National Credit Act 34 of 2005 entered into between you and the <i>credit provider</i> .
<i>Credit provider</i>	A registered financial institution whose interest in the <i>insured property</i> forms the subject of the <i>credit agreement</i> .
<i>Outstanding loan amount</i>	<p>The outstanding loan amount is the amount you owe to a <i>credit provider</i> in terms of a <i>credit agreement</i>. This amount excludes:</p> <ul style="list-style-type: none"> – arrear instalments; – interest and finance charges on arrear instalments; and – any early settlement penalties.

3. Conditions for cover

- a Your *car* must be registered in terms of current South African legislation.
- b You, or any other person driving the *car* must be in possession of a valid South African driver’s licence, or a valid driver’s licence that complies with South African legislation. This includes a person with a valid learner’s licence, but only while accompanied by a person with a valid driver’s licence.
- c We will only cover *your car* within the borders of South Africa, unless you are travelling as set out below.
- d We will cover your *car* for a total of 90 days per year while you are travelling in the following countries: Angola, Botswana, Kenya, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Tanzania, Uganda, Zambia and Zimbabwe.
- e If your *car* is damaged outside the borders of South Africa, you must bring the *car* back to South Africa at your own cost before we will consider the claim. This condition does not apply if you are covered under the **Off-road bundle** benefit.

4. You must tell us what you use your *car* for

You must tell us what you mainly use your *car* for, as set out below. We will set this out on the policy schedule.

- a. **Personal use:** You use your *car* for private, domestic and pleasure purposes. This includes travelling to and from your place of work, but excludes business use as explained below.
- b. **Business use:** You use your *car* for personal use as explained above, and on a regular basis for professional or business travelling.

5. You must tell us how to calculate the value of your *car*

You must tell us how to calculate the value that you want to insure your *car* for. The *sum insured* based on the method of calculation is the maximum amount we will pay if your *car* is a *total loss*.

5.1 The basis of calculation

You could choose from any of the following three calculation methods as set out in the policy schedule:

- a. **Retail value:** This is the value from the Auto Dealer's Guide published by TransUnion Auto Information Solutions (Pty) Limited, or any similar publication approved by us. It is the price most dealers would be prepared to sell your *car* for, based on the mileage and condition of the *car*.
 - If your *car* is actually worth less than its retail value, or more than its retail value, you may adjust the value you want to insure your *car* for.
 - You may ask us to reduce the value of your *car* by a percentage lower than retail value, or to increase it by a percentage above retail value. We show this percentage on the policy schedule as the retail value adjustment percentage.
 - If you chose to adjust the value of your *car*, your *sum insured* is this adjusted value. This option is shown as 'Retail Plus Value' on the policy schedule.
- b. **Financed value:** If your *car* is financed in terms of a *credit agreement* with a *credit provider*, you can choose to insure your *car* for financed value. This is the greater of the *outstanding loan amount* and the retail value. You must give us all information we ask for about your finance terms and relevant amounts.
 - If your *car* is actually worth less than its retail value, or more than its retail value, you may adjust the value you want to insure your *car* for.
 - You may ask us to reduce the value of your *car* by a percentage lower than retail value, or to increase it by a percentage above retail value. We show this percentage on the policy schedule as the retail value adjustment percentage.
 - If you chose to adjust the value of your *car*, your *sum insured* is the greater of this adjusted value and the *outstanding loan amount*. This option is shown as 'Financed Plus Value' on the policy schedule.
- c. **Specified value:** If no retail value can be determined, you may insure your *car* for a specified value. If we agreed, the specified value and any other information and proof we may need, are set out in the policy schedule.

5.2 When we treat your *car* as new

- a. If your *car* is a *total loss*, and:
 - you are the first registered owner of the *car*;
 - the *car* is less than 12 months old from the first registration date;
 - the *car* has less than 30 000 kilometres on the odometer; and
 - you insured your *car* for retail value and you did not increase or decrease the retail value by the adjustment percentage.

- b. Then we will choose any of the following methods to pay your claim:
- replace your *car* with a similar new *car*;
 - pay the list price of a *car* that is the same model; or
 - pay the list price of a *car* that is a similar model (if the same model is not available).

6. Main cover

6.1 Insured events

We will cover your *car* for loss or damage caused directly by the *insured events* listed below.

- a. Accident damage. Damage when your *car* is involved in a collision or any other accidental damage.
- b. Weather, including storm, wind, snow, hail, rain, or flood.
- c. Hijacking, theft or attempted theft.
- d. Fire, lightning and explosion.
- e. Earthquake.
- f. Malicious damage.

6.2 Third party liability

A third party is another person whose property is damaged because of an accident that involved your *car*, for example the owner of another car or the owner of property.

You can be held legally responsible if this other person's property is damaged. This is called legal liability. We will cover the following types of liability, including reasonable legal costs and expenses that we agreed to in writing, up to the *limit* set out in the policy schedule.

a. Legal liability for damage

We will cover you for your legal liability to third parties if your *car* is involved in an *insured event* that causes damage to the property of any person.

We will also cover your legal liability to local authorities for damage because of an accident.

b. Other people driving your *car*

If someone else drives your *car*, that person will also be covered for legal liability as described above. You must have given the person permission to drive your *car*.

c. Driving a car that does not belong to you

If you drive a car that does not belong to you, you are also covered for legal liability as described above, but only if:

- you are the driver at the time of the incident;
- the car is a private car or light delivery vehicle;
- the car is not leased to you and you are not in the process of buying the car from a motor dealer;
- the car is not rented;
- the *insured event* happened in the borders of South Africa; and
- the car is not elsewhere insured for third party liability.

For example, you are covered for legal liability to third parties if you borrow a friend's car that is not insured, and you are in an accident that causes damage to another car.

You are only covered for legal liability, and not for the loss of or damage to the *car* you were driving, or for any property carried by that *car*.

d. When there is no legal liability

There is no legal liability cover in the following instances:

- Accidental death of or bodily injury to any other person. In South Africa, this is covered by the Road Accident Fund Act (RAF) and by law you can only claim from the RAF.
- Damage to property:
 - belonging to you, or a member of your household or any person in your employ;
 - in the care, custody or control of you or any other person covered by this policy;
 - being carried in or on a caravan or a trailer towed by your *car*.
- Loss or damage to a caravan, trailer or another vehicle that does not belong to you while it is towed by your *car*.
- *Legal costs* to defend criminal acts or fines for breaches of the National Road Traffic Act.
- When you travel outside South Africa.

7. Additional benefits

We will automatically cover you for the following additional benefits. The following conditions apply to all additional benefits:

- All additional benefits are subject to a maximum of the *limits* set out in the policy schedule.
- Any loss or damage must be caused directly by an *insured event* listed in the **Cars (Comprehensive cover)** section of this policy, unless we say differently.
- If a benefit is not part of the plan you chose when you took out this policy, the policy schedule will show “No cover”.

7.1 Keys and remote control units

The costs reasonably and necessarily incurred to replace or repair keys and remote control units that are lost, stolen or damaged. This benefit will also apply if you suspect that an unauthorised person has access to duplicates.

7.2 Transit cover

While your *car* is transported by sea, road, railway or air, we will cover your *car* for loss or damage because of an *insured event*. This cover includes loading and unloading of the *car*. Any vehicle used to transport or tow your *car* by road must be designed for the towing and transporting of other vehicles.

7.3 Emergency services, clean-up and removal of wreckage

The costs to remove the wreckage of your *car* and to clean the scene of the accident. This benefit is only available within the borders of South Africa.

7.4 Emergency repair after an accident

If your *car* needs emergency repair to get your *car* safely back on the road, you may arrange the repair. The following conditions apply:

- The reason for the repair must be because of an *insured event* under this policy.
- If the cost for the emergency repairs is more than the *limit*, you must first ask our permission before the repairs are done.
- You must give us a detailed invoice as part of your claim.
- This benefit is only available within the borders of South Africa.

7.5 Transport, towing and storage

If your *car* needs to be towed away, we will pay the cost of the towing and storage. The following conditions apply to this benefit:

- The reason for the towing must be because of an *insured event* under this policy, and the claim must be valid.
- The place that your *car* is towed to and stored at must be within the borders of South Africa.
- We will not *limit* the amount we will pay if you ask our permission before your *car* is towed.
- If you do not ask our permission before your *car* is towed, we will only pay up to a maximum of the *limit*.
- If we paid for the cost of towing and storage and the claim for the *insured event* is not valid, you must pay back the amount that we have paid.

7.6 Windscreen and glass

We will replace or repair accidentally damaged glass in any fitted windows of your *car*. Fitted windows include the windscreen, rear window and side windows. The following conditions apply to this benefit:

- We will not *limit* the amount we will pay if you ask our permission before replacing fitted windows.
- If you repair fitted windows, or you do not ask our permission before replacing fitted windows, we will only pay up to a maximum of the *limit*.

7.7 Transfer cover when buying a new *car*

If you sell the *car* that is insured under this policy and replace it with another *car*, we will transfer the cover to your replacement *car* on the same terms for 72 hours.

During the first 72 hours after you took physical possession of the replacement *car*, we will cover you for the value of the replacement *car* up to a maximum of the *sum insured* of the *car* that you sold.

If you want cover for the replacement *car* after the 72 hour period, you must ask us to add the *car* to your policy and agree to any terms and conditions that we may enforce.

7.8 Car modifications for disability

This benefit applies if the *regular driver* of the *car* is permanently and physically disabled, because of a sudden and unforeseen accident that happened during the *period of insurance*.

If the permanent disability requires a wheelchair for freedom of movement, we will pay the cost of the following alterations to your *car*:

- the fitting of wheelchair loading equipment; and
- the modification of the controls of the *car*.

8. Optional benefits

These are not automatic benefits. You must choose to be covered for these benefits and pay the extra *premium*. The following conditions apply to all optional benefits:

- All optional benefits are subject to a maximum of the *limits* set out in the policy schedule.
- If you choose to be covered for an optional benefit, we will show your choice on the policy schedule.
- Any loss, damage or legal liability must be caused directly by an *insured event* listed in the **Cars (Comprehensive cover)** section of this policy, unless we say differently.
- If you chose the **En route** optional benefit, the explanation of your cover is included in the **Personal accident** cover section of your policy.

- If you chose any of the following optional benefits, the explanation of your cover is included towards the end of the **Cars** section of your policy
 - **Car hire**
 - **Scratch and dent cover**
 - **Tyre cover**
 - **Off-road** and **Classic car** bundles

8.1 Factory-fitted accessories

An accessory is an addition to your *car* that can only be removed by using a tool. We will cover factory-fitted accessories for loss or damage.

- Factory-fitted accessories are those items that are originally fitted by the manufacturer during the production of the *car*, and are included in the manufacturer's specification.
- You must tell us about each accessory, and give us the value and description of the accessory. We will list each accessory on the policy schedule.

8.2 Aftermarket accessories

An accessory is an addition to your *car* that can only be removed by using a tool. We will cover the following aftermarket accessories for loss or damage:

- Accessories that are not originally fitted by the manufacturer during the production of the *car*, and you asked the dealer to fit them for you when you bought the *car*.
- Accessories that you bought separately after you bought the *car*.
- You must tell us about each accessory, and give us the value and description of the accessory. We will list each accessory on the policy schedule.

9. Specific exclusions – what we do not cover

Specific exclusions are in addition to the exclusions set out in the **General exclusions** section. Certain exclusions may be cancelled if you chose a benefit that gives you cover for something that would normally be excluded.

We will not pay a claim for any of the benefits set out in the **Cars (Comprehensive cover)** section of this policy that was caused by, or related to any of the following specific exclusions.

- a. While your *car* is in the custody and control of the motor trade for any purpose other than the overhaul, upkeep or repair of the *car*. For example, if your *car* is parked at the dealer while the dealer is trying to sell it for you. This exclusion does not apply if you are covered under the **Classic car bundle** benefit.
- b. Using your *car* for *off-road* driving or 4x4 track driving. This exclusion does not apply if you are covered under the **Off-road bundle** benefit.
- c. Exposing your *car* to situations that clearly have a high risk of loss or damage, for example crossing a flooded road, or making a U-turn on a highway.
- d. Using your *car* to give driving lessons for which you or the driver of the *car* receive payment.
- e. Using your *car* for commercial travelling or as a tool of trade, for example:
 - using your *car* as a courier or delivery *car*;
 - renting out your *car* for use by others;
 - using your *car* to carry passengers for reward, such as a taxi or limousine (excluding lift clubs);
 - using your *car* to carry out your trade, such as plumbers, electricians, builders, garden services, farmers, etc.
- f. Using your *car* to carry dangerous, hazardous, flammable goods or substances that pollute or contaminate, in quantities greater than that used for domestic purposes. Examples are nitro glycerine or dynamite, chemicals or compressed gas, gas in liquid form, hazardous waste or liquid petroleum.

- g. During any motor sport, racing, rally, time trial or while being tested in preparation for any motor sporting activity, or while being driven on a motor sporting circuit or track of any kind.
- h. Using your *car* in connection with any experiments, tests, trials, performance or any other *car* demonstration purpose.
- i. Using your *car* to carry or tow a load that is greater than what the *car* was designed or licensed for.
- j. Using your *car* outside of South Africa in a listed country for longer periods than those set out under the heading **Conditions for cover**.
- k. While the *car* is driven or towed by you, or any other person that you gave your permission to, where:
 - the driver does not have a valid driver's licence;
 - the driver is under the influence of alcohol or drugs;
 - the alcohol content in the driver's blood or breath exceeds the legal *limit*; or
 - the driver refuses to submit to any test to determine the level of alcohol or drugs in his blood, when requested to do so by the authorities. Any test includes a blood test and breathalyser test.

We will assume that you gave your permission if:

- the driver has used your *car* on previous occasions; and
 - the driver has access to your *car's* keys.
- l. Certain parts of the *car* are not covered:
 - damage to the engine or suspension unless caused by an *insured event*; or
 - damage to tyres and wheels caused by road punctures, cuts and bursts, or by applying brakes unless caused as a direct consequence of an *insured event*. This exclusion does not apply if you are covered under the **Tyre cover** optional benefit.
 - m. Any resultant loss or damage that was caused because you continued to drive your *car* after an *insured event*.
 - n. The cost to repair any pre-existing or old damage, faulty workmanship or incomplete repairs that were in existence prior to the *insured event*.
 - o. Where the driver of the *car* leaves the scene of the accident unreasonably.
 - p. Theft of sound equipment from inside the *car* unless there has been forcible and violent entry into the *car*.
 - q. If your *car* does not meet the roadworthy requirements of the applicable National Road Traffic Act.

10. Your specific responsibilities

In addition to your responsibilities set out in the **Your responsibilities** section, you have extra responsibilities that specifically apply to your **Cars (Comprehensive cover)** section.

- a. Tell us if your *car* was modified from the manufacturer's specifications, for example:
 - changes to engine capacity;
 - enhancing the *car's* performance; or
 - changes to the suspension.
- b. Tell us if any fact that is material to the risk of the *car* changes within 14 days from the date that it has changed, for example:
 - the use of the *car*;
 - the *regular driver* of the *car*;
 - the address where you usually park the *car*.

- c. Keep your *car* roadworthy
 - You must maintain your *car* according to the roadworthy requirements of the applicable National Road Traffic Act.
- d. Take out separate third party liability insurance cover when you travel outside South Africa
 - There is no third party liability cover when you travel outside South Africa. There is only cover for damage to the *car* itself.

11. Specific conditions when you claim

In addition to the conditions set out in the **Claiming under this policy** section, there are extra conditions that specifically apply to your **Cars (Comprehensive cover)** section.

11.1 How to claim

- a. **Report *theft* of your *car* to the police within 24 hours.**
- b. **You must tell us of the claim within 30 days** from the date of the *insured event*. We will tell you what evidence and other documents we need to process the claim.
- c. **You must tell us immediately** after you become aware of any action or possible action against you, for example if you receive a summons from the court.
 - Please read the section called **Third party claims** that you will find at the end of the **General terms and conditions section**, for a full explanation of how the third party liability claims process works and what your responsibilities are.
- d. **You must send us the evidence and other documents we ask for within the time that we will give you.** We typically need the following, but we may need more information depending on the *insured event*:
 - A sketch and description of the incident.
 - Photographs taken of the scene (if any were taken).
 - The driver's details and identity number. If the driver does not have a South African driver's licence, we will need a copy of his valid international or SADC driver's licence.
 - The details of witnesses and any other persons that were involved in the incident (if applicable).
 - The police reference number (accident report or case number).
 - A copy of the statement made to the police.
 - Details of any other insurance that covers the same *car*.
 - A copy of the *car's* registration document as proof of ownership.
- e. **You must get our permission in writing** before repairing your car, unless it is for emergency repairs.
- f. **You must never do any of the following:**
 - Admit guilt, fault, liability, or incur any legal costs without first getting our permission.
 - Offer or negotiate to pay a claim.
 - Accept any offer from another person for any damage that you want to claim for under this policy. If you do, you will not have any claim under this policy.
- g. **If the steps above are not followed**, or you do not send us the information we ask for within the time we gave you, we will reject your claim.
- h. **If you choose not to continue with the claim** after you have told us, you may still claim under this policy, but only within the time that we will give you. After this time we will no longer consider the claim and you would have lost all your rights to claim for that incident.

11.2 If a person you know used your *car* without your permission

- a. If a person you know used your *car* without your permission you must lay a criminal charge against that person within 24 hours, if you want to claim for:
 - the theft of your *car*; or
 - damage to the *car* while it was used without your permission.
- b. You will lose your right to claim under this policy if you withdraw the criminal charge.
- c. If we agree to pay a claim we may recover all claim costs from the person who used your *car* without your permission.

11.3 If we decide to repair the *car*

- a. We will arrange for repairs to be carried out by a qualified repairer. The repairer will repair your *car* to a condition substantially the same as its condition immediately before the event.
- b. The quality of the workmanship and the materials used by our repairer are guaranteed for as long as you own the *car*. This guarantee does not include wear and tear, rust, corrosion or depreciation.
- c. If you are concerned about the quality of the repairs to your *car*, you must tell us and make your *car* available to us for inspection.
- d. We will not pay for any work to your *car* to correct repairs, unless we gave you our permission before the work was done.

11.4 Replacement parts

- a. If your *car* is still covered by the manufacturer's warranty, a service or a motor plan, we will repair your *car* according to manufacturer's specifications. If we replace windows we may use glass which was not produced by the original manufacturer. The glass will meet the South African Bureau of Standards (SABS) safety and quality standards.
- b. If your *car* is no longer covered by the manufacturer's warranty, a service or a motor plan, we may use:
 - new parts;
 - parts which are consistent with the age or condition of your *car*; or
 - approved alternative parts.
- c. If any damaged part forms part of a set (for example side mirrors), we will only pay for the replacement of the actual part that is damaged.
- d. If any part or accessory is no longer available from the manufacturer, or is not available in South Africa, we will only pay the cost of:
 - a similar part or accessory that is available; or
 - the last listed price of the part or accessory that is no longer available.
- e. We are not responsible for any additional costs because of a delay in the supply of parts or accessories.

11.5 You must start repairs in the time period specified

Repairs must start within three months from the date on which we approved the repairs. Should the repairs not start within the three month period because of your delay, we will only pay the amount that we agreed as at the date of our approval. You will have to pay any balance.

11.6 If the *car* is a *total loss*

Your cover for the *car* ends if the claim decision is to treat the *car* as a *total loss*.