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Third party cover

1. Introduction

Your **Cars (Third party 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 (Third party cover) section

Where we refer to “you” in the **Cars (Third party cover)** section, it also means anyone who drives the *car* with your permission. The following definitions are used in the **Cars (Third party 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>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 regular driver 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>	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: <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. Your *car* must be fully paid up and may not be financed in terms of a *credit agreement* with a *credit provider*. If your *car* is financed, we may cancel your cover from the *cover start date* and pay back all *premiums*, less the amount of any claims we may have paid.
- d. We will only cover you for third party liability within the borders of South Africa.
- e. There is no third party liability cover when you travel outside South Africa – you must take out separate third party liability insurance cover.
- f. Your *car* is not covered for any loss or damage to the *car* itself. Your *car* is only covered for third party liability.

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. 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.

5.1 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.

5.2 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*.

5.3 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 loss of or damage to the car you were driving, or for any property carried by that car.

5.4 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.

6. Specific exclusions – what we do not cover

Specific exclusions are in addition to the exclusions set out in the **General exclusions** section.

We will not pay a claim for any of the benefits set out in the **Cars (Third party 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.
- b. Using your *car* for *off-road* driving or 4x4 track driving.
- 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. 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.
- k. Where the driver of the *car* leaves the scene of the accident unreasonably.
- l. If your *car* does not meet the roadworthy requirements of the applicable National Road Traffic Act.

7. 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 (Third party 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*.
- 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.

8. How to claim

In addition to the conditions set out in the **Claiming under this policy** section, there are extra conditions that specifically apply to claiming for third party liability cover.

- a. **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. We will tell you what evidence and other documents we need to process the claim.
- b. **You must send us the evidence and other documents** we ask for within the time that we will give you.
- c. **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.
- d. **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.
- e. 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.
- f. **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.