

Section 11 CLASSIC CAR

1. Indemnity

This Section covers your Vehicle as shown on the Policy Schedule. We will indemnify you for any loss, damage, liability, costs and expenses described under:

- 1.1. Insured Events
- 1.2. Additional Cover
- 1.3. Optional Additional Cover only if you have requested this cover and paid the additional premium. This will be shown on the Policy Schedule.

Subject to the provisions of the:

- 1.4. Category of Vehicle
- 1.5. Type of Cover
- 1.6. Type of Use
- 1.7. Basis of Indemnity
- 1.8. Driver Basis

We will not indemnify you for any losses whatsoever as described under Exceptions.

2. Vehicle Category

The Vehicle is classified as one of the following:

Category	Name	Description
1	Veteran	1 January 1905 - 31 December 1918
2	Vintage	1 January 1919 – 31 December 1930
3	Post Vintage	1 January 1931 – 31 December 1960
4	Post 1960	1 January 1961 but older than 25 years

3. Insured Events

Depending on the Type of Cover you have chosen and as shown on the Policy Schedule, the Insured Events are:

3.1. Own Damage

Any accidental damage to the Vehicle shown on the Policy Schedule. This includes, but is not limited to, a motor vehicle accident, fire, lightning, explosion, theft or attempted theft and hijack.

3.2. Third Party Liability

Your personal legal liability to pay compensation to a Third Party as a result of an accident caused by or in connection with such Vehicle. We will indemnify you for:

- 3.2.1. Their death or bodily injury
- 3.2.2. Loss or damage to their property
- 3.2.3. Your legal costs and expenses in respect of the above which are incurred with our written consent.

3.3. Medical Expenses

Medical expenses in respect of any person in/on a Vehicle.

4. Type of Cover

Each Vehicle is covered for one of the following Types of Cover according to your choice of cover and as shown on the Policy Schedule:

4.1. Comprehensive

4.1.1. Own Damage

4.1.2. Third Party Liability

4.1.3. Medical Expenses

4.1.4. Additional Cover

4.1.1. Any Optional Additional Cover which you may have requested.

4.2. Third Party, Fire and Theft

4.2.1. Fire, lightning, explosion and theft or attempted theft of the Vehicle

4.2.2. Third Party Liability

4.2.3. Additional Cover – only the following is applicable:

4.2.3.1 Protection and Removal

4.2.3.2 Delivery after repair

4.2.3.3 Fire Extinguishing

4.2.3.4 Emergency Charges

But excluding:

4.2.4. Theft of the audio/navigation equipment/two way radio unless the entire Vehicle is also stolen

4.2.5. Damage to tyre(s)/engine unless some other part of the Vehicle is damaged at the same time or such damage is caused by thieves or persons of malicious intent

4.2.6. All other cover.

4.3 Third Party Only

Only cover in respect of Third Party Liability is provided. All other cover is excluded.

5. Type of Use

You are covered for Private Use only. The Vehicle may not be your primary means of transport. Use of the Vehicle excludes the uses as described in Clause 20 Exceptions B : Use of Vehicle.

6. Basis of Indemnity

Unless stated otherwise on the Policy Schedule, we will in the event of Theft or a Total Loss indemnify you:

6.1. On an Agreed Value basis

6.2. Average is not applicable

6.3. Betterment will be applied

7. Driver Basis

You or any person to whom you give consent/permission to use/drive the Vehicle, may use the vehicle

Subject to:

- 7.1. The person being in possession of a valid and applicable driver's licence in accordance with the Traffic Ordinances of the Territorial Limits
- 7.2. If you have declared to us that a certain person is a regular driver then the regular use of the Vehicle by another person will be excluded
- 7.3. Such person is, like you, subject to the terms and conditions of this Policy and:
 - 7.3.1. Has to your knowledge never been refused any motor insurance or continuance thereof
 - 7.3.2. Is not entitled to indemnification under another policy.

8. Additional Cover

8.1. Windscreen/Window Glass

We will pay for the Vehicle's windscreen/window glass if it is damaged or broken and there is no other damage to the Vehicle.

8.2. Vehicle Audio/Navigation Equipment

If the Vehicle's audio / navigational equipment or two way radio is not specifically insured under the Section 9 All Risks, we will pay the limited amount as shown on the Policy Schedule for loss or damage due to Burglary or attempted Burglary of such equipment as well as associated damage to the Vehicle.

8.3. Protection and Removal

We will pay for the protection and removal costs of the Vehicle to the nearest repairer following an Insured Event.

8.4. Delivery after repair

We will pay for the delivery costs of the Vehicle to your address as shown on the Policy Schedule if we have repaired it.

8.5. Fire Extinguishing Charges

We will pay for the fire extinguishing costs if you are legally liable for such costs and the Vehicle was on fire or was in danger of being damaged by fire.

8.6. Emergency Charges

We will pay for any emergency costs charged by any public authority as a result of an Insured Event.

8.7. Repatriation Costs

If the Vehicle suffers loss/damage due to an Insured Event or a mechanical or electrical breakdown outside the borders of the Republic of South Africa but inside the Territorial Limits, we will pay for the following:

- | | | |
|--------|-----------------------|---|
| 8.7.1. | Vehicle Repatriation | Repatriation costs of the Vehicle and the tow rig attached to it back to the Republic of South Africa. |
| 8.7.2. | Vehicle Hire | Vehicle Hire for a period not exceeding three (3) days. |
| 8.7.3. | Occupant Repatriation | Repatriation costs of the occupants of the Vehicle by way of a one way flight back to the Republic of South Africa. |
| 8.7.4. | Hospitality Benefits | Temporary accommodation for the occupants of the Vehicle. |

Provided always that:

8.7.5. You will pay the upfront costs of the Vehicle Hire, Occupant Repatriation and Temporary Accommodation and we will reimburse you following the formal submission of a claim

8.7.5. You must arrange these costs to the most reasonable level and avoid unnecessary duplication.

8.8. Locks, Keys and Remote Controls

We will pay for the costs to replace damaged or lost keys, locks and remote controls of the Vehicle. This includes the controls of an alarm / immobilizer and/or the reprogramming thereof.

8.9. Loose Items in Vehicle

If loose items in the Vehicle are not specifically insured under Section 9 All Risks, we will pay the limited amount as shown on the Limit of Indemnity Schedule for loss or damage due to Burglary or attempted burglary of such loose items. These include, but are not limited to purchases, portable radio's, DVD players, GPS units, recovery equipment and handbags.

8.10. Funeral Expenses

If any person travelling in the closed-in compartment of a Vehicle is accidentally killed or injured and then suffers death within 3 (three) months of the accident or Insured Event, we will pay the Funeral Expenses benefit.

8.11. Foreign Government Duties

If the Vehicle suffers loss/damage due to an Insured Event outside the borders of the Republic of South Africa but within the Territorial Limits, we will pay for the duties imposed by the government of such a country,

Provided that:

8.11.1. You are legally liable to pay such duties

8.11.2. Our Limit of Liability including the direct loss of or damage to the vehicle, but excluding any Third Party Liability, shall not exceed the amount shown on the Limit of Indemnity Schedule.

8.12. Organised Event Cover

Cover is extended to include use of the Vehicle for participation in an Organised Event.

8.13. Classic Car Club Activity

Cover is extended to include use for any Classic Car Club Activity.

8.14. Temporary Detached Parts

Cover is extended to include parts that are temporarily removed from the Vehicle only while the Vehicle is being serviced or repaired. The parts must be locked in a garage.

8.15. Historical Re-enactment

Cover is extended to include use while the Vehicle is used for historical re-enactment purposes. This excludes any television/film production.

9. Optional Additional Cover**9.1. Additional Accessories**

Cover is extended to include the accessories, conversions and specialized fitments described in the Policy Schedule. We will indemnify you according to its fair market value or if you have so chosen, on an Agreed Value basis. This will be shown on the Policy Schedule.

9.2. Credit Shortfall

If the Vehicle is financed and is a Total Loss, we will pay the outstanding finance charges (shortfall) calculated to the month in which the claim is settled,

But Excluding:

- 9.2.1. Any residual amount recorded in the finance agreement
- 9.2.2. Any arrear instalments/rentals and interest thereon
- 9.2.3. Any amounts paid in advance of when due
- 9.2.4. Any refunds of insurance premiums due to the cancellation of such insurance
- 9.2.5. All other refunds or recoveries obtainable

And provided always that this cover shall not be applicable if:

- 9.2.6. The shortfall is as a result of a re-advance under the finance agreement
- 9.2.7. Any single instalment differs more than ten percent (10%) from any other instalment. This is not applicable to the last instalment.

9.3. Paid Wedding/Event/Exhibition Use

We will indemnify you if the Vehicle is used for any wedding/event/exhibition for which you are paid. This use is intended to provide an income to support the upkeep of the Vehicle. This cover is not applicable to chauffeurs, private hire operators or where the wedding/event/exhibition use is the main source of income or for any occupation in connection with the motor trade.

9.4. Mileage Increase

The use of the Vehicle is limited to 8,300 km (5,000 miles) per insurance year. We will extend the cover for increased mileage.

9.5. Laid Up Cover

You qualify for a discount in premium while the Vehicle is not in use but is laid up. We will:

- 9.5.1. Indemnify you for any loss or damage to the Vehicle while it is not operating under its own power whether on a road or not
- 9.5.2. Indemnify you for any loss or damage to the Vehicle while it is loaded/unloaded for transport or while being transported from your private residence to a storage facility, workshop or exhibition
- 9.5.3. Not indemnify you for any Third Party Liability.

10. Vehicle Security Warranty

If we require special vehicle security for cover for theft, hijack or any attempt thereat to be operative, this will be shown on the Policy Schedule and you warrant that:

- 10.1. It will be installed and is fully operational at all times.
- 10.2. In respect of a tracking device that:
 - 10.2.1. The Vehicle is monitored on a twenty four (24) hour basis
 - 10.2.2. It is linked to the tracking and recovery service
 - 10.2.3. You are immediately notified of any activation and that immediate steps are taken to recover the Vehicle
 - 10.2.4. A legal contract exists between you and the supplier of the device containing these requirements
 - 10.2.5. Any subscription fees have been paid in full.

11. Roadworthiness

You must take all reasonable steps to protect and maintain the Vehicle in a roadworthy condition as required by any legislation that is applicable to any of the areas of the Territorial Limits.

12. Unavailable parts

If any part that is necessary to repair the Vehicle, excluding windscreen or other glass, is not available in the Republic of South Africa as a standard ready-made part, we will pay an amount equal to the value of the part at the time of the loss or damage. The amount includes the reasonable cost to transport the part by road, air, rail or ship up to the limit shown in the Limit of Indemnity Schedule.

13. Unauthorised use of Vehicle

If any person uses your Vehicle without your knowledge and consent and loss or damage occurs you:

13.1. Must lay a criminal charge against such person with the Police within forty eight (48) hours

13.2. May not withdraw such charge.

14. Drivers Licence and Offences

14.1. You/Driver must at all times be in possession of a valid and applicable Driver's or Learner's Licence in terms of the National Traffic Act (Act No. 93 of 1996) or any replacement or similar applicable statute and must comply with the regulations thereof.

14.2. You must immediately and in writing notify us of:

14.2.1 The endorsement, suspension or cancellation of any driver's licence issued to you or the unauthorised driver

14.2.2. If any driver of the vehicle is charged or convicted of reckless, negligent or inconsiderate driving or driving under the influence of alcohol or where his blood alcohol concentration exceeds the legal limit or such person fails a breathalyser test.

15. NaTIS registration

The Vehicle must be registered on the National Administration Traffic Information System (NaTIS) of the Republic of South Africa.

16. Emergency Repairs

You may authorise emergency repairs in respect of a valid claim up to the amounts shown on the Limit of Indemnity Schedule according to the Territorial Limits without our prior consent. If the damage occurs outside the borders of the Republic of South Africa, you have to pay the repair costs yourself and we will reimburse you upon your return. The amounts include the amount of your Excess.

17. Cherished Remains

We will deduct fifteen percent (15%) off the Agreed Value in the event of a Total Loss if you want to keep the salvage as your cherished remains.

18. Territorial Limits

The Territorial Limits are:

Vehicle Category	Vehicle Description	RSA	Namibia	Botswana	Lesotho	Swaziland	Zimbabwe	Mozambique	Malawi	Angola	Zambia	Tanzania	Kenya	Uganda
All	Classic Car	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	No	No

19. Exceptions A : Driver

We will not be liable if you, the Named Person or other driver (with your explicit or implied permission) of the Vehicle, at the time of the accident:

- 19.1 Was not in possession of a valid and applicable Driver's or Learner's Licence in terms of the National Traffic Act (Act No. 93 of 1996) or any replacement or similar applicable statute and that the driver was not complying to the regulations thereof
- 19.1 Was under the influence of drugs or alcohol where the concentration of alcohol in the driver's blood exceeds the statutory limits in terms of legislation applying to the Territorial Limits in which the Vehicle is being used or the driver fails a breathalyser test
- 19.1 Is in possession of a licence that has been cancelled or endorsed whether this cancellation/ endorsement is on the licence itself or with the authorities or has been convicted of negligent or reckless driving with a period of three (3) years before the date of the accident.

20. Exceptions B : Use of Vehicle

We will, in respect of all the Types of Use, not be liable if the Vehicle is used for:

- 20.1. Any use otherwise than as shown on the Policy Schedule and defined in the Types of Use clauses
- 20.2. Commercial travelling i.e. for trade/sales purposes
- 20.3. Carriage of goods for reward i.e. transport business
- 20.4. Carriage of people or goods or towed units where the load capacity exceeds the manufacturer's specifications
- 20.5. Hiring, rented out
- 20.6. Carriage of passengers for reward. This exception is not applicable to a Lift Club.
- 20.7. Carriage of explosives, inflammable/flammable liquids, hazardous goods/waste, liquid petroleum, illegal commodities, nuclear material/toxic waste/gas.
- 20.8. Any endurance, durability, racing speed or other contests, rallies, trials, competitions unless stated to be included
- 20.9. Driving instruction regardless of whether for reward or not
- 20.10. Towing for reward
- 20.11. Any operation in conditions which fall outside the Vehicle's utilisation specifications as determined by the manufacturer/his nominated agent/dealer/supplier
- 20.12. Any use while the Vehicle is being driven or used in a condition that does not comply with the provisions and regulations of the Road Traffic Ordinances of the Republic of South Africa or any similar legislation which applies to the Territorial Limits
- 20.13. Any use associated with the motor trade where the Vehicle is in the custody or control of the motor trade. This includes, but is not limited to vehicles that are stock-in-trade, hired/leased/loaned out, registered to a motor trader, used for customer courtesy / demonstration / sale / collection / delivery purposes. This exclusion is not applicable where the Vehicle is undergoing normal maintenance/ service or repairs.
- 20.14. Any use on/within an aviation apron/runway
- 20.15. Any use in the underground workings of a mine
- 20.16. More than 8,300 km (5,000 miles) per insurance year.

21. Exceptions C : Vehicle

We will not be liable for any loss or damage to any Vehicle:

- 21.1. To tyre(s) due to unevenness of the road surface
- 21.2. To tyre(s) unless there is also insured damage to the rest of the Vehicle
- 21.3. To the Vehicle while it is transported between sea ports
- 21.4. Due to mechanical or electrical breakdown unless it is caused by an Insured Event
- 21.5. Due to defective or inadequate design, materials, workmanship, construction or material, repair or faulty /defective parts or components
- 21.6. Due to gradual deterioration, lack of maintenance, wear and tear, progressive or rapid degeneration, prolonged friction, rust and corrosion.

22. Exceptions E : Third Party Liability

We are not liable for:

- 22.1. Death or bodily injury to:
 - 22.1.1. Your family member normally resident with you
 - 22.1.2. Your employee who is killed or injured during the course of his employment. This is not applicable to your Domestic Employee
 - 22.1.3. Any person who is entitled to claim from the Road Accident Fund (RAF) established in terms of the Road Accident Fund Act (Act No. 56 of 1996) or any similar legislation which applies to the Territorial Limits
 - 22.1.4. Any person who is carried on a part of the Vehicle which is not designed for the carriage of passengers or who is on an open backed Vehicle
- 22.2. Damage to property:
 - 22.2.1. That belongs to you or held in your or your family's custody
 - 22.2.2. That is carried in/on or loaded on/off the Vehicle or any trailer/caravan attached thereto.