

## Section 13 DIRTSURE

### 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	Sub-Category & Name	Description
1	Off-Road Motorcycle	Two-wheeled vehicle that is powered by a motor and designed for off-road use.
2	Quad Bike	Motorcycle with four (or three) large tyres designed for off-road use

### 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
- 4.1.1. Third Party Liability
- 4.1.1. Medical Expenses
- 4.1.1. 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 one of the following Types of Use according to your choice of cover and as shown on the Policy Schedule. All Types of Use exclude the uses as described in Clause 20 Exceptions B : Use of Vehicle:

- 5.1. Private Use

#### 6. Basis of Indemnity

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

- 6.1. Any Code 1 and Code 2 registered Vehicle on a Retail Value basis
- 6.1. Any Code 3 registered Vehicle on a Market Value basis
- 6.1. Average is not applicable
- 6.1. Betterment will be applied.

## **7. Driver Basis**

You are covered for one of the following Driver Bases according to your choice of cover and as shown on the Policy Schedule:

### **7.1. Open Driver Basis**

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

#### **Subject to:**

7.1.1. The person being in possession of a valid and applicable driver's licence in accordance with the Traffic Ordinances of the Territorial Limits

7.1.2. 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

7.1.3. Such person is, like you, subject to the terms and conditions of this Policy and:

7.1.3.1. Has to your knowledge never been refused any motor insurance or continuance thereof

7.1.3.1. Is not entitled to indemnification under another policy.

### **7.2. Named Driver Basis**

Only the person(s) who are named on the Policy Schedule may drive the Vehicle.

## **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. The Vehicle must be locked in garage/building and Burglary must be from such locked building.

### **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.

**Provided always that:**

- 8.7.2. 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
- 8.7.3. 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. 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.

**8.10. New Vehicle Indemnification**

If you are the first registered owner of a new Vehicle and the Vehicle becomes a Total Loss due to an Insured Event within the first 12 (twelve) months from its registration, we will pay the lesser of the:

- 8.10.1. New List price as at the Date of Loss; or
- 8.10.2. Retail Value at Inception Date of the Item plus 15% (fifteen percent).

**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:**

- 8.1.1. You are legally liable to pay such duties
- 8.1.2. 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. Racing Risks**

Cover is extended to include use of a Category 1 Vehicle (Off-Road Motorcycle) only for participation in any endurance, durability, racing, speed or other contests, rallies, trials, competitions. Exception 20.8 is therefore cancelled.

**Subject to:**

- 8.12.1. The event being organized by Motorsport SA (MSA) or World of Motorsport SA (WOMZA) only
- 8.12.2. The Sum Insured/Limit of Indemnity being adjusted to the amount shown on the Limit of Indemnity Schedule
- 8.12.3. Only loss or damage to the Vehicle (Own Damage) is covered. All other cover is cancelled

**But excluding:**

- 8.12.4. Dual purpose motorcycles.

## 9. Optional Additional Cover

### 9.1 Additional Accessories

Cover is extended to include the:

- 9.1.1. Optional extras which the factory has fitted to the Vehicle and which are described in the Policy Schedule. We will indemnify you on the same basis as the Vehicle is indemnified
- 9.1.2. Non-standard accessories, conversions and specialised fitments described in the Policy Schedule. We will indemnify you according to its a 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.

## 10. Vehicle Security Warranty

In order for cover for theft, hijack or any attempt thereat to be operative you warrant that:

- 10.1. If we require more security than noted above, this will be shown on the Policy Schedule and will override this minimum requirement.
- 10.2. Any security device that we require to be installed is fully operational at all times.
- 10.3. In respect of a tracking device that:
  - 10.3.1. The Vehicle is monitored on a twenty four (24) hour basis
  - 10.3.2. It is linked to the tracking and recovery service
  - 10.3.3. You are immediately notified of any activation and that immediate steps are taken to recover the Vehicle
  - 10.3.4. A legal contract exists between you and the supplier of the device containing these requirements
  - 10.3.5. Any subscription fees have been paid in full.

## 11. Locked Gate Warranty

You warrant that the Vehicle, including the trailer where applicable, is parked behind locked gates. Loss must be due to Burglary from the property.

**12. 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.

**13. 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.

**14. Unauthorised use of Vehicle**

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

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

14.2. May not withdraw such charge.

**15. Drivers Licence and Offences**

15.1. 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.

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

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

15.2.1. 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.

**16. NaTIS registration**

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

**17. 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.

**18. Territorial Limits**

The Territorial Limits for each Vehicle Category is as follows:

Vehicle Category	Vehicle Description	RSA	Namibia	Botswana	Lesotho	Swaziland	Zimbabwe	Mozambique	Malawi	Angola	Zambia	Tanzania	Kenya	Uganda
1	Off-Road Motorcycle	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Quad	Yes	No	No	No	No	No	No	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
- 19.2. 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
- 19.3. 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
- 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.

**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
- 21.7. Which is a grey import.

**22. Exceptions D : Motor Cycle**

In addition to the above Exceptions A, B and C, we will also not be liable for any loss or damage to:

- 22.1. The engine unless some other part of the Vehicle is also damaged at the same time or unless such damage is caused by thieves or persons with malicious intent
- 22.2. The suspension/chassis by the application of brakes or caused by or impact with obstacles/uneven road
- 22.3. Undamaged parts. Our liability is limited to the cost of replacing the damaged part only and not the value it may have as a pair or set
- 22.4. Theft of parts or accessories unless the motor cycle is also stolen.

**23. Exceptions E : Third Party Liability**

We are not liable for:

- 23.1. Death or bodily injury to:
  - 23.1.1. Your family member normally resident with you
  - 23.1.2. Your employee who is killed or injured during the course of his employment. This is not applicable to your Domestic Employee
  - 23.1.3. 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
  - 23.1.4. 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 or on the pillion of any motorcycle.
- 23.2. Damage to property:
  - 23.2.1. That belongs to you or held in your or your family's custody.
  - 23.2.1. That is carried in/on or loaded on/off the Vehicle or any trailer/caravan attached thereto.