



OLDMUTUAL

# MOTORSURE POLICY WORDING



**INSURE**

DO GREAT THINGS EVERY DAY



## swiftcare

South Africa **0860 247 365**

Our insurance product automatically includes **swiftcare**

– A value added service where policyholders enjoy the following benefits:

### Roadside 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 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.



#### Medical assistance **0860 247 365**

A 24-hour medical emergency ground- and aerial medical ambulance service to assist during a medical emergency. We have a fleet of vehicles e.g. helicopters, fixed-wing aircraft, ambulances or rapid response vehicles, all equipped to advanced life support, which are ready to take the policyholder to the nearest, most appropriate medical facility.



For more information or electronic versions of the above brochures, visit [www.ominsure.co.za](http://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.



## PERSONAL 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.

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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**.



# 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.

You must comply with all the terms and conditions of this policy to be compensated in the event of loss, damage or liability.

There are limits to the compensation for the events or items that are insured under this policy. Please see your schedule for the limits of compensation.

## 1.2 Basis of the motorsure policy

Thank you for choosing Old Mutual Insure to protect your assets.

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

- You promise to 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 promise to compensate you for loss, damage or liability covered in terms of this policy, less any excess you must pay.

We may decide how to compensate you. Please check the conditions for compensation in each section.

## 1.3 The information that forms part of this policy contract

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

- The information you gave to us when you applied for insurance. You could have given this information in an application form, online, through an intermediary or telephonically.
- The schedule;
- Insurance terms, conditions and exclusions.



## 2. HOW TO READ THIS POLICY

### 2.1 Definitions

These definitions apply to the entire policy. There are also definitions that specifically apply to the Motor section. These definitions are at the start of the Motor section.

consequential loss	means any indirect loss or damage that happens as a result of the insured loss or damage.
excess	means the first amount you must pay before we settle a claim.
exclusion	means an event, loss or damage that is not insured.
held liable	means held responsible in law by a South African Court.
liability	means responsible in law.
limit of compensation	means the most we will pay for any item, as shown in the schedule.
may	means entitled to.
payment due date	means the day of the month you have agreed to pay us your monthly premium and is shown in the schedule.
period of insurance	<ul style="list-style-type: none"><li>• for yearly policies means the period from the start date of this policy to the midnight of the day before the renewal date.</li><li>• for monthly policies means the period from the start date of this policy to midnight of the day before the same day of the month one calendar month later.</li></ul> Start dates and renewal dates are shown in the schedule.
policy	means the information you gave us, this document and the schedule.
renewal date	means the date 12 months after the start date of this policy, unless your policy specifically states otherwise. Your renewal date is shown in the schedule.
schedule	means the annexure to this wording, which sets out the type of insurance you have bought, the property that is insured, the period of insurance, the amounts you are





	insured for, the excesses that apply and the premium you must pay. Any changes to this policy will be shown in the schedule and will form part of this policy.
spouse	means a person who: <ul style="list-style-type: none"><li>• is your partner in any marriage, civil union or customary union recognised by South African law; or</li><li>• is living with you in a relationship that is intended to be permanent and who is named in the schedule.</li></ul>
start date	means the latest of the following dates: <ul style="list-style-type: none"><li>• the date on which insurance starts, as shown in the schedule; or</li><li>• the date that any change to your policy became effective.</li></ul>
we, us, our	means Old Mutual Insure Limited Reg. No: 1970/006619/06. VAT No: 4460101019 Authorised Financial Services Provider (FSP 12).

## 2.2 Examples

We have included some examples in this policy to help you understand how certain concepts of insurance work. They do not reflect a real situation and may assist you to interpret the clauses they illustrate.

## 2.3 Singular and plural

Any reference to the singular includes reference to the plural and any reference to the plural includes reference to the singular.



## 3. GENERAL TERMS, CONDITIONS AND EXCLUSIONS

These General terms and conditions apply the entire policy. There are also terms, conditions and exclusions that apply specifically to the Motor section. Please make sure that you understand all the terms and conditions of this contract.

### 3.1 You must give us relevant, true and complete information

We base the limits 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 responsibilities under this contract:

#### 3.1.1 You must give us all material information

Material information is all the necessary information you must give us so that we can assess the risk and determine the premiums, terms and conditions that we apply to your insured property. If you do not give us full and correct information and the correct information determines that we would not have accepted the risk had we known the true facts, we may treat this insurance as though it never existed and decline all claims. We will return your premiums to you, less any amounts you owe us.

#### 3.1.2 You must let us know if your information is wrong

You must inform us immediately if any information we have about you and the insured property is not true and complete;

You must inform us immediately about any changes to the information we have about you and the insured property;

You must make sure that we have your correct banking details. If your banking details change, you must inform us immediately. If you do not, your policy may be cancelled if we are unable to collect your premiums.

#### 3.1.3 What we will do if you do not inform us

If you do not fulfil all your responsibilities as detailed above, we may do one or more of the following:

3.1.3.1 Not accept your claim;

3.1.3.2 Cancel your policy;

3.1.3.3 Avoid your policy. Avoiding the policy means that we treat it as null and void from the start date as though it never existed and recover any claims we have settled previously.

### 3.2 You must understand your policy

#### 3.2.1 Check your schedule

3.2.1.1 Your schedule contains important information about your policy, including limits of compensation. It is your responsibility to tell us as soon as possible if any details on the schedule are incorrect.



- 3.2.1.2 You are not insured for an insured event or under a section of this policy 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.
- 3.2.1.3 If there is any inconsistency between the schedule and the rest of the policy contract, the schedule applies.

### **3.2.2 Understand your excesses**

For some insured items, you must pay an excess when you claim. The relevant excesses are set out alongside the items in the schedule. Excesses are VAT exempt and are due before we settle the claim. We may deduct your excess from the claims payment.

### **3.2.3 Understand the Rand amounts**

All limits of compensation and premium amounts shown in the schedule include VAT at the standard rate.

All amounts, including premiums and limits of compensation, are in South African Rand.

### **3.2.4 Read this General section with all its elements**

The General terms, conditions and exclusions apply to this entire policy. There are also terms, conditions and exclusions that specifically apply to the Motor section. Please make sure you understand all relevant parts of this document.

### **3.2.5 Understand what we do not insure**

Make sure that you understand what we do not insure under both the General section and the Motor section.

### **3.2.6 Take care of your property**

Take all reasonable steps to prevent accident or injury and protect your vehicle against loss or damage.

If you have a claim, you must take all reasonable steps to prevent further loss, damage or liability.

## **3.3 Pay your premiums**

Pay your premium according to the payment method shown in your schedule. We base your premiums on your information and on the limits of compensation shown in the schedule.

The schedule will show if you have a yearly or a monthly policy.

### **3.4.1 If you have a yearly policy**

- 3.4.1.1 A yearly policy means that your policy runs for a period of one year from the start date shown in the schedule. You pay your premium





each year in advance. The policy is automatically renewed if you pay your next yearly premium in time.

- 3.4.1.2 For the policy to start, we must receive your premium within 30 days from the start date shown in the schedule. If we do not receive your first yearly premium within the first 30 days after the start date shown in the schedule, we will cancel your policy from the start date as though it never existed.
- 3.4.1.3 You have a period of 14 days from the date you receive your policy contract to decide if you wish to start with the insurance. If you did not have a claim in this period and decided that you do not wish to start with the insurance, we will refund any premiums you have paid. If you want to exercise this cooling-off right, please send us a cancellation notice.
- 3.4.1.4 For the policy to renew, we must receive your premium within 30 days from the renewal date shown in the schedule. If we do not receive your premium in this time, your policy will automatically end from the renewal date.
- 3.4.1.5 You have a period of 14 days from the date you receive your renewal contract to decide if you wish to continue with the insurance. If you did not have a claim in this period and decided that you do not wish to continue with the insurance, we will refund any premiums you have paid. If you want to exercise this cooling-off right, please send us a cancellation notice.
- 3.4.1.6 If there is a total loss from an event or of an item covered under this policy during the period of insurance, you are not entitled to a refund of your premium.

**Example:**

You have a yearly policy and you insure your car on 1 February. The car is stolen on 1 March of the same year. We will not refund you for the remaining 11 months' premiums you have paid for the year.

## **3.4.2**

### **If you have a monthly policy**

- 3.4.2.1 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 within the 15-day grace period from the payment due date.
- 3.4.2.2 For the policy to start, we must receive your premium for the first month on the payment due date. If we do not receive your premium, your policy will not start and no grace period applies.
- 3.4.2.3 For the policy to renew each month, you must pay your premium every month by no later than 15 days after the payment due date.



- 3.4.2.4 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 able to only collect one premium, we will settle the oldest debt and your policy will continue. You will still owe us one premium. If we are unable to collect two consecutive premiums, your policy will end automatically from the first payment due date that you did not pay your premium.

## 3.5 Changing and cancelling this policy

### 3.6.1 Changing the terms of this policy

- 3.6.1.1 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.
- 3.6.1.2 We may change the terms, conditions and exclusions of this policy by giving you 31 days' notice in writing. We will send you this notice by fax, post or email to the last known address or contact details we have for you.

### 3.6.2 Cancelling all or part of this policy

- 3.6.2.1 You may cancel this policy or any vehicle at any time by letting us know.
- 3.6.2.2 We may cancel this policy or any vehicle by giving you 31 days' notice in writing. We will send you this notice by fax, post or email to the last known address or contact details we have for you.
- 3.6.2.3 If either you or we cancel a yearly policy, we will refund you for the period of insurance you have not used.

## 3.7 How to claim

### 3.7.1 Report certain claims to the police

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.

### 3.7.2 Tell us about your claim

- 3.7.2.1 You must give us notice of your claim as soon as is reasonably possible, but no later than 30 days after the incident which gave rise to a claim. If you do not tell us within 30 days, you may lose your right to bring a claim under this policy.
- 3.7.2.2 You must give us within a reasonable time:
- Full details of the claim;
  - Details of any other insurance you may have for the incident;
  - Proof, statements or any other information we ask for;



- Any correspondence or other documents (for example, court papers or legal letters) you have received in relation to the claim.

3.7.2.3 You must tell us immediately if there is an incident that may lead to a claim against you. If you do not do so, we may decide not to pay your claim. You must send us copies of all documents (for example court papers or legal letters) relating to the incident.

### **3.7.3 You must not give out any information**

You must not:

- 3.7.3.1 give out any information unless we give you our written permission;
- 3.7.3.2 admit you are at fault, whether orally or in writing;
- 3.7.3.3 make any promises, give or accept any compensation (for example settling excesses with third parties) which may prejudice any recovery rights.

### **3.7.4 The compensation we give**

We will compensate you for loss of or damage to your vehicle by any one or combination of the following:

- 3.7.4.1 Paying for the vehicle's repair at our approved repairer;
- 3.7.4.2 Replacing the vehicle;
- 3.7.4.3 Paying the amount of the loss, damage or liability.

We will decide how to compensate you. If we decide to repair your vehicle that is no longer under warranty, we can choose to replace non-safety or non-critical parts with parts that are not from the same source as those supplied by the original manufacturer or your vehicle, or with used parts that have been reconditioned.

If we replace the damaged vehicle by paying you cash or replacing it, the damaged vehicle belongs to us and we have the right to collect it from you. You may not discard or keep any damaged vehicle without our written permission to do so.

### **3.7.5 Increases after a claim**

We will not reduce the limits of compensation shown in the schedule after you had any claim.

However, the premium may be affected. We may choose to wait until the renewal date to increase your premiums or we may ask you to pay a higher premium from the date of the loss or damage.

If you had a large number of claims during the period of insurance, we may choose to do one or more of the following:

- 3.7.5.1 Not renew your policy;
- 3.7.5.2 Cancel your policy;



- 3.7.5.3 Increase your premiums;
- 3.7.5.4 Change the terms and conditions of your policy (e.g. adding additional excesses).

If we cancel your policy or decide not to renew it, you may not be able to get insurance cover from another insurer.

### **3.7.6 Help to recover compensation**

You must give us reasonable help to:

- 3.7.6.1 take steps against any other person to recover compensation we have given to you;
- 3.7.6.2 identify and recover any items that have been lost or stolen and have been found.

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.

### **3.7.7 We may conduct legal proceedings in your name**

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

### **3.7.8 If we reject your claim**

We may accept or reject all or part of your claim.

- 3.7.8.1 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.
- 3.7.8.2 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 summons us in this period, we will have no obligations to you under this policy.

### **3.7.9 You can contact the Ombudsman**

- 3.7.9.1 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.
- 3.7.9.2 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.
- 3.7.9.3 We will abide by any decision made by the Ombudsman.



## 3.8 Other important terms and conditions to take note of

### 3.8.1 Changes in premium

We may change your premium at any time. We will write to let you know 31 days before any change.

### 3.8.2 No interest

You are not responsible to pay interest on premiums. We are not responsible to pay interest on any compensation or any other amounts due to you.

### 3.8.3 If you have other short-term insurance for the same vehicle

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

#### 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:

80 000

180 000

This means our contribution equals 44%.

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

### 3.8.4 Compliance with terms and conditions

We will only pay a claim under this policy if you have complied with the terms and conditions of this policy.

### 3.8.5 South African law applies

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.

### 3.8.6 Sharing of information

The Old Mutual Group would like to offer you ongoing financial services and may use your personal information to provide you with information about products or services that may be suitable to meet your financial needs. Please SMS your ID number to 30994 if you would prefer not to receive such information and/or financial services.

We may use your information or obtain information about you for the following purposes:

- Underwriting;
- Assessment and processing of claims;
- Credit searches and/or verification of personal information;
- Claims checks;
- Tracing beneficiaries;



- Fraud prevention and detection;
- Market research and statistical analysis;
- Audit and record keeping purposes;
- Compliance with legal and regulatory requirements;
- Verifying your identity;
- Sharing information with service providers we engage to process such information on our behalf or who render services to us. These service providers may be abroad, but we will not share your information with them unless we are satisfied that they have adequate security measures in place to protect your personal information.

You may access your personal information that we hold and may also request us to correct any errors or to delete this information. In certain cases you have the right to object to the processing of your personal information.

If you have any queries or concerns please email us on [compliance@ominsure.co.za](mailto:compliance@ominsure.co.za) or call us at 0860 225 563.

You also have the right to complain to the Information Regulator, whose contact details are: <http://www.justice.gov.za/inforeg/index.html>.

Telephone number: (012) 406 4818

Facsimile number: (086) 500 3351

Email: [inforeg@justice.gov.za](mailto:inforeg@justice.gov.za)

To view our full privacy notice and to exercise your preferences, please visit our website on <https://www.oldmutual.co.za/insure/about-us/old-mutual-insure-privacy-policy>.

### 3.9 What we do not insure (exclusions)

These exclusions apply to the entire policy. There are also exclusions that specifically apply to the Motor section. Please make sure that you understand all the exclusions of this contract.

#### 3.9.1 Consequential loss

We do not cover consequential loss. Consequential loss is any additional loss or damage that happens as a result of the insured loss or damage.

**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 will compensate you for the damage to your car, but we will not pay you for the wasted air ticket.

#### 3.9.2 Events deliberately caused

We do not cover any loss or damage deliberately caused by you or any person colluding with you.





### **3.9.3 Fraud, dishonesty or misrepresentation**

We do not cover any loss or damage based on fraud, dishonesty or misrepresentation (giving misleading or incorrect facts), including exaggerated claims.

If any part of your claim is fraudulent, dishonest or misrepresented, we will reject the entire claim and cancel your policy.

If we paid any claims or part of a claim that we later discover were based on fraud, dishonesty or misrepresentation, all benefits under this policy will be forfeited and you must pay back the amount we paid when we ask for it.

We may cancel your policy immediately and you may face criminal charges.

### **3.9.4 Scams**

We do not cover loss or damage arising from scams, fraud or theft by false pretences. For example, if you sell your car and were paid by the buyer with a bad cheque, we will not pay you for the loss of the car.

### **3.9.5 Liability related to contracts**

We do not cover liability arising from a contract you entered into unless you would have been liable even if there were no contract.

### **3.9.6 Confiscation by lawful authorities**

We do not cover any loss, damage, bodily injury or liability if a lawful authority takes the insured items, for example, by nationalising, commandeering, seizing, confiscating, attaching, or impounding.

### **3.9.7 Fines and penalties**

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

### **3.9.8 Pollution or contamination**

We do not cover 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.

### **3.9.9 Nuclear material**

We do not cover loss or damage resulting directly or indirectly from any of the following:

- 3.9.9.1 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;
- 3.9.9.2 Contamination from nuclear material in any form, including from nuclear waste;
- 3.9.9.3 Nuclear fission or fusion;
- 3.9.9.4 Nuclear weapons, nuclear explosion.



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.

**Example:**

There is an explosion at a nuclear plant. The explosion causes a water tower outside the plant to topple. The water flows into your house and causes damage to your carpets. We will not give compensation for this damage.

**3.9.10 War, riots, labour strikes or terrorism**

We will not accept any claims for events resulting directly or indirectly from any one or more of the following:

- 3.9.10.1 Labour disturbances, riots, strikes, civil commotion, lockouts or public disorder, or any acts that are aimed to cause these;
- 3.9.10.2 War and warlike activities, for example invasion, acts of foreign enemies, and civil war (whether war is declared or not);
- 3.9.10.3 Martial law, mutiny, military uprising or a state of siege, or any event which may cause these;
- 3.9.10.4 Revolution, including protests, rebellion, civil disobedience, and inciting fear in the public;
- 3.9.10.5 Acts or attempts to overthrow the government or any provincial, local or tribal authority by force or by means of fear, terrorism or violence;
- 3.9.10.6 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) committed for political, religious, personal or ideological reasons;
- 3.9.10.7 Any events for which a fund is established under the War Damage Insurance and Compensation Act, no 85 of 1976 or any similar act;
- 3.9.10.8 The acts of any lawfully established authority to control, prevent, suppress or otherwise deal with any of the activities listed above.

**3.9.11 Sanctions**

We do not cover 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.



### 3.10

#### Sasria

Sasria SOC Ltd provides cover as shown in the schedule of this policy, for your insured vehicles.

Sasria covers you for any accidental or intentional damage to your insured vehicles caused by any person or group of people taking part in a riot, strike, lock-out, public disorder, civil commotion, labour disturbance 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.

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



## 4. MOTOR SECTION

### 4.1 Definitions for this section

agreed value	means the value you and we agree at which to insure your vehicle and its factory-fitted accessories.
car	means a private motor car.
caravan or trailer	means a caravan or trailer, which is not self-propelled, including its permanent fittings.
code 3 / built-up vehicle	means a new or used vehicle that has been declared permanently unfit for use, usually because the vehicle: <ul style="list-style-type: none"><li>• was involved in an incident and declared unfit for use as a vehicle;</li><li>• is damaged to an extent which includes structural defects and requires substantial rebuilding;</li><li>• was stolen.</li></ul>
credit shortfall	means the difference between the total amount you owe a registered credit provider under a financing agreement in terms of the National Credit Act, Act 34 of 2005, and the value of the vehicle shown in the schedule.
golf car	means a motorised or battery-operated vehicle designed for transport on a golf course.
light delivery vehicle (LDV)	means a light delivery vehicle (including 4x4 or 4x2 vehicles) with a gross mass of 3 500 kg or less.
motorcycle	means a standard road two- or three wheel motorcycle, a motor scooter (with or without a side car), a three- or four-wheel motorised vehicle (for example a quad bike or all-terrain vehicle).
named driver	means the person named in the schedule who is authorised to drive the vehicle if the driver type is named driver. There can be up to two named drivers shown in the schedule.
retail value	means the price at which a car dealer sells a vehicle with its factory-fitted accessories and as published in a



	recognised and current motor trade publication or database.
recreational tractor	means a self-propelled, recreational tractor or lawn mower, which is used for domestic or recreational purposes (for example mowing the lawn at your private home).
regular driver	means the person named in the schedule who drives the vehicle most frequently.
replacement vehicle	means any car or light delivery vehicle that you hire, lease or temporarily use as a replacement for the insured vehicle while the insured vehicle is in for a service or repairs by the motor trade.
SAPVIN	means the number that is uniquely generated by the SAPS vehicle circulation system. A SAPVIN number is issued when a vehicle does not have a VIN or engine number, the vehicle's VIN or engine numbers have been duplicated, or the vehicle's VIN or engine numbers have been altered, defaced or obliterated.  SAPVIN is an abbreviation for South African Police Vehicle Identification Number.
sum insured value	means the retail value of your vehicle and its factory-fitted accessories at the start date or renewal date of this policy.
total loss	means that your vehicle is written off or stolen.
vehicle	means the insured vehicle shown in the schedule, or the replacement vehicle where relevant. The vehicle includes factory-fitted accessories and spare parts when they are in or on the vehicle
written off	means your vehicle is damaged and, in our opinion, is not economical to repair.
you	means the policyholder(s), co-policyholder and driver(s) named in the schedule. This includes any person who drives the vehicle with your permission if the vehicle has a driver type Regular driver.
consequential loss	means any indirect loss or damage that happens as a result of the insured loss or damage.



excess	means the first amount you must pay before we settle a claim.
exclusion	means an event, loss or damage that is not insured.
held liable	means held responsible in law by a South African Court.
liability	means responsible in law.
limit of compensation	means the most we will pay for any item, as shown in the schedule.
may	means entitled to.
payment due date	means the day of the month you have agreed to pay us your monthly premium and is shown in the schedule.
period of insurance	<ul style="list-style-type: none"><li>• for yearly policies means the period from the start date of this policy to the midnight of the day before the renewal date.</li><li>• for monthly policies means the period from the start date of this policy to midnight of the day before the same day of the month one calendar month later.</li></ul> Start dates and renewal dates are shown in the schedule.
policy	means the information you gave us, this document and the schedule.
renewal date	means the date 12 months after the start date of this policy, unless your policy specifically states otherwise. Your renewal date is shown in the schedule.
schedule	means the annexure to this wording, which sets out the type of insurance you have bought, the property that is insured, the period of insurance, the amounts you are insured for, the excesses that apply and the premium you must pay. Any changes to this policy will be shown in the schedule and will form part of this policy.
spouse	means a person who: <ul style="list-style-type: none"><li>• is your partner in any marriage, civil union or customary union recognised by South African law; or</li></ul>





	<ul style="list-style-type: none"><li>• is living with you in a relationship that is intended to be permanent and who is named in the schedule.</li></ul>
start date	means the latest of the following dates: <ul style="list-style-type: none"><li>• the date on which insurance starts, as shown in the schedule; or</li><li>• the date that any change to your policy became effective.</li></ul>
we, us, our	means Old Mutual Insure Limited Reg. No: 1970/006619/06. VAT No: 4460101019 Authorised Financial Services Provider (FSP 12).

## 4.2 What we insure

We cover loss of or damage to the vehicle shown in the schedule.

We also cover the replacement vehicle. The maximum compensation we will give for a replacement vehicle is the retail value of the insured vehicle on your policy.

## 4.3 Types of vehicle use

When you insure your vehicle, you choose the class of use for each vehicle. You may only use your vehicle for the purpose in the description you selected and which is shown in the schedule.

If you use the vehicle for other purposes, we may not accept any claims. If you change the purpose of use of the vehicle, you must inform us immediately.

### 4.3.1 Domestic use

If the schedule shows that your vehicle is used for domestic purposes, you may use it for social and private travel, travel to and from work, as well as travel for professional or occupation purposes once a week. If you use your vehicle for business or occupation more than once a week, it cannot be covered under Domestic class of use.

### 4.3.2 Business use

If the schedule shows that your vehicle is used for business purposes, you may use it for social and private travel, travel to and from work, as well as travel for administrative professional or occupational purposes. If you use the vehicle for trade, transport or any other commercial purpose, it cannot be covered under this policy and you must take out commercial cover for the vehicle.



## 4.4 Types of vehicle value

**Please refer to your schedule to see which type of vehicle value applies to each vehicle you insure.**

### 4.4.1 Cars and light delivery vehicles

#### 4.4.1.1 Retail value

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 or database. The vehicle's age, condition and odometer readings may affect the value.

If the schedule shows that your vehicle value is Retail value, we will automatically adjust your vehicle sum insured and premium each renewal date to align to the most current retail value on your renewal date.

If your vehicle is written off or stolen, we will settle the claim at the Retail value at the time of the claim.

To ensure that your vehicle is sufficiently covered, you must insure the following items separately:

- Non-factory fitted accessories;
- Credit shortfall (any amounts you still owe on the vehicle).

You must ensure that the values of any extra accessories are accurate and up to date. You may change the values that the non-factory fitted accessories are insured for at any time.

#### 4.4.1.2 Agreed value

Agreed value is only used for vehicles that do not have a retail value publicised in a recognised and current motor trade publication or database (for example imported sports cars or vintage cars).

If the schedule shows that your vehicle value is Agreed value, you must give us proof of the vehicle value in the form of a valuation by a reputable motor vehicle dealer. You must give us this proof at every renewal date of this policy otherwise the agreed value will remain unchanged on the renewal of this policy.

If the condition of the vehicle deteriorates after the Agreed value valuation, but before a claim, we may pay you less if there is a claim.

#### 4.4.1.3 Sum insured value

If the schedule shows that your vehicle value is Sum insured value, we will obtain your vehicle's retail value from our database. However, you can choose the value that you want your vehicle insured for.



If your vehicle is written off or stolen, we will settle the claim at the Sum insured value shown in the schedule and not reduce your settlement to the retail value at the time of the claim.

We will automatically adjust your vehicle sum insured and premium each renewal date to align to the most current retail value on your renewal date.

#### **4.4.2 Motorcycles, caravans, trailers, golf cars and recreational tractors**

The maximum compensation we will pay is the lowest of the limit of compensation shown in the schedule or the retail value of the vehicle at the time of the loss.

### **4.5 Types of motor cover**

**Please refer to your schedule to see what type of cover you have for each vehicle you insure.**

#### **4.5.1 Comprehensive**

If the schedule shows that your type of vehicle insurance is Comprehensive, we will compensate you for the following:

- 4.5.1.1 Any loss or damage;
- 4.5.1.2 All extended covers;
- 4.5.1.3 Liability.

#### **4.5.2 Third party, fire and theft**

If the schedule shows that your type of vehicle insurance is Third party, fire and theft, we only compensate you for the following:

- 4.5.2.1 Loss or damage caused by fire, lightning or explosion;
- 4.5.2.2 Loss or damage caused by theft or attempted theft;
- 4.5.2.3 Loss or damage caused by hijacking or attempted hijacking;
- 4.5.2.4 Costs to protect the vehicle;
- 4.5.2.5 Costs for emergency repairs;
- 4.5.2.6 Costs to tow and store the vehicle;
- 4.5.2.7 Delivery after repair;
- 4.5.2.8 Special modification to your vehicle;
- 4.5.2.9 Fire extinguishing costs;
- 4.5.2.10 Car hire (if you have selected it);
- 4.5.2.11 Cover for vehicles used in a neighbouring country for more than 3 days a week (if you have selected it);
- 4.5.2.12 Liability.



#### **4.5.3 Third party only**

If the schedule shows that your type of vehicle insurance is Third party only, we only cover the vehicle against liability.

### **4.6 Extended covers that form part of the limit of compensation**

#### **4.6.1 Window glass (if the type of insurance is Comprehensive)**

We cover the costs of replacing or repairing the window glass of your vehicle.

If your window is damaged, you must contact our 24-hour call centre telephonically on 0860 225 563 or via our emergency services app to arrange replacement or repair of the window glass with one of our approved service providers.

This cover is subject to a window glass excess, which is shown in the schedule.

We will not compensate you for damage to cover sunroofs and other glass that forms part of the body of the vehicle under this cover, as they are not regarded as window glass.

#### **4.6.2 Replacement of your car or light delivery vehicle (if the type of insurance is Comprehensive)**

If your car or light delivery vehicle is subject to a total loss, we will replace your vehicle with a new vehicle of the same make and model.

This cover is subject to the following conditions:

- 4.6.2.1 Your car or light delivery vehicle may not be older than one year from the date of first registration;
- 4.6.2.2 Your car or light delivery vehicle may not have travelled more than 30 000 kilometres.

#### **4.6.3 Unavailable spare parts (if the type of insurance is Comprehensive)**

If any part needed to repair the vehicle is not available in the Republic of South Africa as a standard part, we will 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 to South Africa.

#### **4.6.4 Cover if you buy a new vehicle (if the type of insurance is Comprehensive)**

If you buy a new vehicle to replace a vehicle insured under this section of your policy, we will cover your new vehicle for the first 72 hours after you take possession of the vehicle, even if it is not shown in the schedule.

This cover is subject to the condition that your new vehicle is added to this policy with effect from the date that you take possession of the vehicle and that you pay any additional premium due to us.



## 4.7 Extended covers in addition to the limit of compensation

The following extended covers are in addition to your limit of compensation as shown in the schedule.

### 4.7.1 **Costs to protect the vehicle (if the type of insurance is Comprehensive or Third party, fire and theft)**

We cover the reasonable costs to protect the vehicle after a valid claim under this section.

This cover is limited to the amount shown in the schedule.

### 4.7.2 **Costs for emergency repairs (if the type of insurance is Comprehensive or Third party, fire and theft)**

If you have a valid claim under this section, you may authorise emergency repairs to your vehicle without our consent.

This cover is limited to the amount shown in the schedule.

You must give us a detailed invoice from the repairer.

### 4.7.3 **Costs to tow and store the vehicle (if the type of insurance is Comprehensive or Third party, fire and theft)**

We cover the reasonable costs for towing and storage of your vehicle after a valid claim under this section.

If your vehicle is damaged, you must contact our 24-hour call centre telephonically on 0860 247 365 or via our emergency services app to arrange towing and storage with one of our approved service providers.

If you do not use our approved service providers, this cover is limited to the amount shown in the schedule.

### 4.7.4 **Delivery after repair (if the type of insurance is Comprehensive or Third party, fire and theft)**

We cover the reasonable costs to deliver your vehicle to your private home in the Republic of South Africa after a valid claim under this section.

This cover is subject to the condition that the vehicle must be repaired in South Africa.

### 4.7.5 **Special modifications to your car or light delivery vehicle (if the type of insurance is Comprehensive or Third party, fire and theft)**

We cover the necessary and reasonable costs for special modifications to your vehicle after an accident that causes bodily injury which leaves you permanently disabled and bound to a wheelchair.

This cover is limited to the amount shown in the schedule.

This cover is subject to the condition that we must authorise the modification before you proceed with it.



#### **4.7.6 Wreckage removal (if the type of insurance is Comprehensive)**

We cover the reasonable costs of clearing up and removing debris and wreckage of your vehicle after a valid claim under this section.

#### **4.7.7 Emergency expenses for accommodation (if the type of insurance is Comprehensive)**

We cover accommodation expenses for you and one passenger after a valid claim under this section.

This cover is limited to the amount shown in the schedule and to a maximum of two days.

This cover is subject to the following conditions:

4.7.7.1 Your vehicle must be a car or light delivery vehicle;

4.7.7.2 The loss or damage must have occurred more than 250 kilometres from your private home shown in the schedule.

#### **4.7.8 Death from an accident (if the type of insurance is Comprehensive)**

We will pay your estate if you are injured in an accident in your vehicle that leads to a valid claim under this section, and you die within 90 days from the accident as a direct result of that injury.

This cover is limited to the amount shown in the schedule.

#### **4.7.9 Locks, keys and remote control units (if the type of insurance is Comprehensive)**

We cover loss of or damage to your vehicle's locks, keys (including smart keys) and remote control units.

This cover is limited to the amount shown in the schedule.

#### **4.7.10 Tracking device (if the type of insurance is Comprehensive)**

We cover the cost to install a tracking system in your new vehicle, if you had a tracking system in your vehicle which was written off or stolen and not recovered.

This cover is limited to the amount shown in the schedule.

This cover is subject to the following conditions:

4.7.10.1 You must have a valid contract with a tracking company for the vehicle that was written off or stolen;

4.7.10.2 All payments to the tracking company must be up to date at the time of the loss or damage;

4.7.10.3 We must authorise the installation before you proceed with it.

#### **4.7.11 Fire extinguishing costs (if the type of insurance is Comprehensive or Third party, fire and theft)**

We cover the reasonable costs of extinguishing or fighting a fire that poses a danger to your vehicle.

This cover is limited to the amount shown in the schedule.





This cover is subject to the condition that you must be legally liable to pay the extinguishing costs.

#### **4.7.12 Emergency costs (if the type of insurance is Comprehensive)**

We cover the costs you have to pay any public authority for emergency services after a valid claim under this section of your policy.

This cover is limited to the amount shown in the schedule.

#### **4.7.13 Costs to recover the vehicle (if the type of insurance is Comprehensive)**

We cover the costs to find your vehicle after it was stolen or hijacked.

This cover is limited to the amount shown in the schedule.

#### **4.7.14 Difference in excess for a hired vehicle (if the type of insurance is Comprehensive)**

If your car or light delivery vehicle is lost or damaged, we arranged a hire vehicle for you, and the hired vehicle is lost or damaged while you are using it, we will pay the difference between your standard or selected excess under this section and the excess for the hired vehicle.

This cover is limited to the amount shown in the schedule.

#### **4.7.15 Costs for preparing claims**

We will pay you the costs for getting any documentation, proof or details you need to prepare for a claim under the Motor section of this policy.

This cover is limited to the amount shown in the schedule.

### **4.8 Vehicle liability**

#### **4.8.1 Legal liability for vehicles insured on this policy**

We cover your legal liability caused by your vehicle, which occurs during the period of insurance for the following:

- 4.8.1.1 Accidental death of another person;
- 4.8.1.2 Accidental bodily injury of another person;
- 4.8.1.3 Accidental loss of or damage to property belonging to another person.

Our payment will include the following:

- 4.8.1.4 The amounts you are liable for;
- 4.8.1.5 Legal costs of the other person that you are liable for;
- 4.8.1.6 Costs that you incur to settle or defend the claim against you with our permission.

The limit of compensation at the time of the loss, damage, bodily injury or death is shown in the schedule. This amount applies to any single event or series of events that are the result of a single incident.



However, we do not cover your legal liability if you are towing for reward.

#### **4.8.2 Passenger liability**

We cover your legal liability, which occurs during the period of insurance for the following:

4.8.2.1 Accidental death of a passenger of the insured vehicle;

4.8.2.2 Accidental bodily injury of a passenger of the insured vehicle.

The limit of compensation at the time of the bodily injury or death is shown in the schedule. This amount applies to any single event or series of events that are the result of a single incident.

The limit of compensation for drivers of cars or light delivery vehicles aged 25 years or younger is also shown in the schedule.

However, we do not cover the following:

4.8.2.3 Passengers in or on the load body of a light delivery vehicle;

4.8.2.4 Passengers on motorcycles, motor scooters or three-and four-wheeled motorised vehicles.

#### **4.8.3 Legal liability while other people drive or use your vehicle**

We also cover the legal liability of any person who is driving or using your vehicle during the period of insurance for the following:

4.8.3.1 Accidental death of another person;

4.8.3.2 Accidental bodily injury of another person;

4.8.3.3 Accidental loss of or damage to property belonging to another person.

This cover is subject to the following conditions:

4.8.3.4 The person driving or using your vehicle must:

- have your permission to drive or use it;
- not have legal liability cover under any other insurance;
- not have been refused motor insurance at any time;
- comply with the terms, conditions and exclusions of this policy.

4.8.3.5 You must ensure that any person driving or using your vehicle is aware of the terms, conditions and exclusions of this policy.

#### **4.8.4 Legal liability for cars or light delivery vehicles not insured on this policy**

We also cover your legal liability while you are using or driving a car or light delivery vehicle not insured on this policy during the period of insurance for the following:

4.8.4.1 Accidental death of another person;

4.8.4.2 Accidental bodily injury of another person;



4.8.4.3 Accidental loss of or damage to property belonging to another person.

This cover is subject to the following conditions:

4.8.4.4 You must not own the vehicle;

4.8.4.5 You are not buying, leasing or hiring the vehicle under a credit agreement or similar agreement.

However, we do not cover loss of or damage to the vehicle not insured under this policy.

#### **4.8.5 Compensation**

Our compensation for your vehicle liability includes the following:

4.8.5.1 The amounts you are liable for;

4.8.5.2 Legal costs of the other person that you are liable for; and

4.8.5.3 Costs that you incur with our permission to settle or defend the claim against you.

#### **4.8.6 Limit of compensation**

The limit of compensation is shown in the schedule. This amount applies to any single event or for a series of incidents that are the result of one event.

#### **4.8.7 Legal representation for liability claims**

We may arrange the following:

4.8.7.1 Representation for you at any inquiry into death resulting from a valid claim under this section;

4.8.7.2 Legal representation for your defence at any criminal proceedings resulting from a valid claim under this section.

#### **4.8.8 What is not covered under vehicle liability**

We do not cover the following:

4.8.8.1 Death of or bodily injury to certain people

We do not cover your legal liability caused by the death of or bodily injury to any of the following people:

- You, any person using or driving your vehicle with your permission or members of your family who normally live with you;
- Your employees acting in the course of their employment with you at the time of the event. This exclusion does not apply to your domestic employees;
- Any person in or on a caravan or trailer while it is towed by your vehicle;
- Any passenger who was outside the body of the vehicle at the time of the event;



- Any person mounting onto, or dismounting from any motorcycle, golf car or recreational tractor.

#### 4.8.8.2 Loss of or damage to property belonging to certain people

We do not cover your legal liability caused by loss of or damage to property:

- that you, a person using or driving your vehicle with your permission or any member of your family own, look after or control;
- in or on a caravan or trailer while it is being towed.

#### 4.8.8.3 Your legal liability covered in terms of the Road Accident Fund

We do not cover your liability covered in terms of the Road Accident Fund, or any amounts that the Road Accident Fund wants to recover from you.

#### 4.8.8.4 If you alter or fail to update on-board computer software

We do not cover liability if death, injury, loss or damage results from any of the following:

- Unauthorised changes to your vehicle's on-board computer software; or
- Your failure to update your vehicle's on-board computer software in accordance with the manufacturer's requirements.

## 4.9 Optional cover

**These covers are optional. Please refer to your schedule to see if you have it.**

### 4.9.1 Credit shortfall (if the type of insurance is Comprehensive or Third party, fire and theft)

This cover is only available to cars, light delivery vehicles and motorcycles.

We cover any credit shortfall you may have for your vehicle if the vehicle is financed by a registered credit provider under a financing agreement in terms of the National Credit Act, Act 34 of 2005.

This cover is subject to the following conditions:

- 4.9.1.1 The vehicle must be stolen or hijacked and not physically returned to you or to us; or
- 4.9.1.2 The vehicle must be written off;
- 4.9.1.3 You must give us the following documents within 30 days of the loss or damage:
  - A copy of the credit agreement;
  - A statement of your account showing the outstanding settlement balance at the date of loss or damage.

We do not cover the following amounts:



- 4.9.1.4 Payments or interests that are in arrears before the date of loss or damage;
- 4.9.1.5 Early settlement penalties;
- 4.9.1.6 Any other amounts that can be refunded to you (for example, extra payments you have made to reduce your credit);
- 4.9.1.7 Any legal costs you owe the finance company.

**Example:**

You buy a car for R 250 000. 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 R 230 000, but your vehicle retail value is R 220 000.

Normally, we would pay the credit provider R 220 000 (less your excess) and you would still owe them the outstanding R 10 000. If you have Credit shortfall cover, we will pay the R 220 000 (less your excess) PLUS the outstanding R 10 000.

**4.9.2 Car hire (if the type of insurance is Comprehensive or Third party, fire and theft)**

This cover is only available to cars and light delivery vehicles.

If you have a valid claim under this section, we will arrange the hiring of a car if your vehicle:

- 4.9.2.1 cannot be driven;
- 4.9.2.2 is undergoing repairs;
- 4.9.2.3 is stolen and not recovered.

The type of car we will arrange, as well as the period of car hire, are shown in the schedule.

This cover is subject to the following conditions:

- 4.9.2.4 We must arrange the car hire for you from an approved car hire company of our choice;
- 4.9.2.5 You must accept the terms, conditions and exclusions of the car hire company;
- 4.9.2.6 We will not extend the period of car hire by the number of days that spare parts for the repair of your vehicle are not available.

The period of car hire will start from any of the following dates:

- 4.9.2.7 The date the vehicle cannot be driven;
- 4.9.2.8 The date the vehicle is handed to the motor body repairer for repairs;  
or
- 4.9.2.9 The date the theft of the vehicle was reported to us.

The period of car hire ends at the earliest of the following dates:



- 4.9.2.10 The day your vehicle has been completely repaired;
- 4.9.2.11 The day we pay you for the total loss of your vehicle; or
- 4.9.2.12 The last day of the number of days shown in the schedule.

This cover does not include running costs (fuel, oil, tollgate fees or any other optional service supplier fees) of the hire car.

#### **4.9.3 4x4 or 4x2 cover (if the type of insurance is Comprehensive)**

This cover is only available to cars and light delivery vehicles.

The covers listed under this optional cover are either in addition to the extended covers, or the values of the extended covers replace those shown in the schedule for comprehensive cover without the optional 4x4 or 4x2 cover. Cover is therefore not in addition to these limits, but replaces them, where applicable.

##### **4.9.3.1 Costs for emergency repairs (limit is replaced)**

You may authorise emergency repairs to the vehicle without our consent.

This cover is limited to the amount shown in the schedule.

You must give us a detailed invoice and photographic evidence from the repairer as soon as possible.

##### **4.9.3.2 Mechanical and electrical breakdown of winching equipment (additional cover)**

We cover sudden mechanical or electrical breakdown, failure or breakage of the winching equipment of your vehicle.

This cover is limited to the amount shown in the schedule.

However, we do not cover failure or breakage:

- Associated with defective design, defective parts, defective repair or incorrect operation of the winching equipment;
- Due to wear, tear or gradual deterioration of the equipment's consumable parts, cable or coupling devices.

##### **4.9.3.3 Head-, tail- or spotlights (additional cover)**

We cover the cost of replacing any head, tail or fitted spotlights accidentally damaged, even if there is no other damage to the vehicle.

You must pay the excess shown in the schedule for this cover.

##### **4.9.3.4 Documents (additional cover)**

We cover the following documents that are lost or damaged:

- Identity documents, passports, visas and vaccination certificates;
- Printed road maps or permits which allow the vehicle entry into or exit from countries.



This cover is limited to the amount shown in the schedule.

#### 4.9.3.5 Car hire (additional cover)

If you have a valid claim under this section of your policy, we will pay the actual charges for the hire of a vehicle if your vehicle:

- cannot be driven;
- is being repaired; or
- is stolen and not recovered.

This cover is limited to the amount per day shown in the schedule and includes the cost of delivery of a vehicle from a car rental company.

This cover is subject to the condition that you must accept the terms, conditions and exclusions of the car hire company.

The period of car hire will start from any of the following dates:

- The date the vehicle cannot be driven;
- The date the vehicle is handed to the motor trade for repair; or
- The date the theft of the vehicle was reported to us.

The period of car hire ends at the earliest of the following dates:

- The day your vehicle has been completely repaired;
- The day we pay you for the total loss of your vehicle; or
- After a maximum of 30 days.

#### 4.9.3.6 The countries where you are insured (additional countries)

In addition to the countries where you are insured under this section of the policy, we will also cover your vehicle in Tanzania, Kenya and Angola (excluding the Cabinda enclave).

If your vehicle is damaged in any of these countries, you are responsible to bring the vehicle back to the Republic of South Africa and we will only consider your claim once the vehicle has been returned to South Africa.

If your vehicle is uneconomical to repair and you did not bring the vehicle back to the Republic of South Africa, you must prove to us that it is uneconomical to repair the vehicle before we will accept your claim.

We will determine the value of the wreckage at 20% of the retail value or agreed value as shown in the schedule and deduct the value of the wreck from the claim settlement.

### **4.9.4 Cover for vehicles used in a neighbouring country for more than three days a week (if the type of insurance is Comprehensive or Third party, fire and theft)**

This cover is only available to cars and light delivery vehicles.



If you use your vehicle in a neighbouring country for more than three days a week, we will only cover the vehicle if you have this optional cover.

We will cover your vehicle if it is lost or damaged in Botswana, Lesotho, Mozambique, Malawi, Namibia, Swaziland or Zimbabwe.

If your vehicle is damaged in any of these countries, you are responsible to bring the vehicle back to the Republic of South Africa and we will only consider your claim once the vehicle has been returned to the Republic of South Africa.

If your vehicle is uneconomical to repair and you did not bring the vehicle back to the Republic of South Africa, you must prove to us that it is uneconomical to repair the vehicle before we will accept your claim.

We will determine the value of the wreckage at 20% of the retail value or agreed value as shown in the schedule and deduct the value of the wreck from the claim settlement.

## 4.10 Special terms and conditions under this section

### 4.10.1 Limits of compensation

#### 4.10.1.1 Retail value

If the type of vehicle value of your vehicle is shown in the schedule as Retail value, we will compensate you for the retail value at the time of the incident giving rise to a claim in the event of a total loss, less any excess.

If the incident occurs within the first 12 months from the date of first registration of your vehicle and the vehicle is written off or stolen, we will replace your vehicle with a new vehicle of the same model (or similar model if the same model is not available), less any excess.

#### 4.10.1.2 Agreed value

If the type of vehicle value of your vehicle is shown in the schedule as Agreed value and the vehicle is stolen or written off, we will compensate you for the limit of compensation shown in the schedule, less any excess.

#### 4.10.1.3 Sum insured value

If the type of vehicle value of your vehicle is shown in the schedule as Sum insured value and the vehicle is stolen or written off, we will compensate you for the limit of compensation shown in the schedule, less any excess.

#### 4.10.1.4 Code 3 vehicle, built-up vehicle or a vehicle with SAPVIN numbers

If your vehicle is a Code 3 vehicle, built-up vehicle or a vehicle with SAPVIN numbers, our compensation is limited to 70% of the retail value at the time of loss or damage, less any excess if the type of vehicle value is shown in the schedule as Retail value or Sum insured value. If the type of vehicle value is shown in the schedule of Agreed value,





we will pay the agreed value shown in the schedule, less any adjustments for deterioration (where relevant) and excess.

#### **4.10.2 Excess**

There is an excess in the schedule for Motor. This is the amount that you must pay before we will compensate you.

This excess does not apply to claims for Vehicle liability.

If you have a claim because of an incident where you were not at fault, 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.

#### **4.10.3 Countries where you are insured under this section**

Unless shown otherwise in the schedule, the Motor section of this policy applies to the Republic of South Africa, Botswana, Lesotho, Mozambique, Malawi, Namibia, Swaziland, Zimbabwe and Zambia.

#### **4.10.4 You must take care of your vehicle**

You must take all reasonable steps to protect your vehicle against loss or damage.

You must also ensure that your vehicle is roadworthy at all times, according to relevant legislation.

#### **4.10.5 You must keep your vehicle secure**

##### **4.10.5.1 Security systems**

If the schedule states that your vehicle is fitted with a security system, it is your responsibility to ensure that the security system has been installed.

We will only cover theft, attempted theft or hijacking if you comply with the following conditions:

- You must give us proof that the security system was installed at the time of the theft, attempted theft or hijacking;
- You must comply with the service agreements and recommendations of the manufacturers and installers of the security system.

##### **4.10.5.2 Satellite tracking systems**

If the schedule states that your vehicle is fitted with a satellite tracking system, it is your responsibility to ensure that the satellite tracking system has been installed.

We will only cover theft, attempted theft or hijacking if you comply with the following conditions:

- You must immediately notify the authorities and the vehicle tracking company of the event;



- By no means may you interfere (including not paying fees) with the tracking or response company's ability or willingness to track and recover the vehicle effectively;
- You may not cancel your service agreement.

#### **4.10.6 You must agree to inspections**

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 based on the outcome of the inspection.

#### **4.10.7 You must tell us about any traffic offences**

You must tell us immediately in writing if your driver's licence, or the driver's licence of anyone you allow to drive the vehicle, is endorsed, suspended or cancelled. This includes a conviction for or charges brought against you or anyone you allow to drive the vehicle for any of the following reasons:

- 4.10.7.1 Negligent driving;
- 4.10.7.2 Reckless driving;
- 4.10.7.3 Driving under the influence of alcohol or drugs; or
- 4.10.7.4 Driving with a blood-alcohol level that is over the legal limit.

#### **4.10.8 Only the policyholder can claim under this section**

Only the policyholder may claim under this section of the policy. If the cover applies to someone other than the policyholder, the policyholder must claim on their behalf.

We have no further responsibility under this section once we have compensated you.

#### **4.10.9 The policyholder will be compensated first**

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.

#### **4.10.10 Vehicle sharing**

We will cover your vehicle if you accept payment for giving lifts to passengers as part of a vehicle-sharing agreement for social commuting purposes.

This is subject to the following conditions:

- 4.10.10.1 Your vehicle must be a car or light delivery vehicle;
- 4.10.10.2 The passengers are not transported in the course of a passenger-carrying business;
- 4.10.10.3 The total payment does not amount to profit.



#### **4.10.11 Sound equipment**

We cover the sound equipment of your vehicle if it is insured separately as an accessory under this section and if the type of insurance of your vehicle is Comprehensive.

### **4.11 What we do not insure under this section**

Under this section, we will not compensate you for any of the following:

#### **4.11.1 Gradual damages**

We do not cover loss, damage or liability caused by or from:

- 4.11.1.1 deterioration in value resulting from repairs;
- 4.11.1.2 wear and tear;
- 4.11.1.3 rust, mildew, corrosion or decay.

#### **4.11.2 Certain damages to tyres**

We do not cover the following damage to tyres:

- 4.11.2.1 Malicious damage;
- 4.11.2.2 Damage caused by the application of brakes;
- 4.11.2.3 Damage caused by distortion of the tyre;
- 4.11.2.4 Punctures, cuts or bursts caused by road hazards.

#### **4.11.3 Taking or impounding by authorities**

We do not cover loss, damage or liability caused by any authority lawfully taking or impounding the vehicle or any part of the vehicle.

#### **4.11.4 Outside the countries**

We do not cover any event that takes place outside the countries where you are insured under this section, except while your vehicle is in transit by water between ports in these countries.

#### **4.11.5 Licences**

We do not cover loss, damage or liability if the vehicle is driven or used:

- 4.11.5.1 without a vehicle licence that is valid in the country where the vehicle is being driven or used;
- 4.11.5.2 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 driven or used; or
- 4.11.5.3 if you or any other person with your permission, do not comply with the relevant laws about licences in the country where the vehicle is being driven or used.



#### **4.11.6 Driving under the influence**

We do not cover any loss, damage or liability while you or any person with your permission drives or uses your vehicle:

4.11.6.1 under the influence of alcohol or drugs, or

4.11.6.2 with a blood-alcohol level over the legal limit.

#### **4.11.7 If you leave the scene of the accident**

We may not cover loss, damage or liability if you or any person who drives or uses your vehicle with your permission leaves the scene of the accident before the relevant authorities arrive on the scene.

#### **4.11.8 Compliance with road traffic ordinances**

We do not cover any loss, damage or liability incurred while your vehicle is in a condition that does not comply with the Road Traffic ordinances of the Republic of South Africa, or similar legislation that applies to the country where the vehicle is being driven.

#### **4.11.9 Types of use we do not cover**

We do not cover any loss, damage or liability incurred while your vehicle is used for any of the following:

4.11.9.1 Commercial travelling (for example couriers or transport of stock or livestock);

4.11.9.2 Carrying fare-paying passengers;

4.11.9.3 Giving lifts to passengers for profit;

4.11.9.4 Carrying goods for trade;

4.11.9.5 Giving driving lessons for reward;

4.11.9.6 Hiring out the vehicle for reward;

4.11.9.7 Racing or speed contests;

4.11.9.8 Rallies or trials involving driving of any kind, including use on 4x4 courses and test circuits (this exclusion does not apply if you have selected the optional 4x4 or 4x2 cover);

4.11.9.9 Gymkhanas, fun-day events or any events held on a race track sanctioned by or under the auspices of a motoring club;

4.11.9.10 Any purpose relating to the motor trade, except when your vehicle is in the care of a member of the motor trade for maintenance or repairs.

#### **4.11.10 Mechanical, electronic or electrical breakdown**

We do not cover mechanical, electronic or electrical breakdowns, failure or breakages of your vehicle.



#### **4.11.11 Unauthorised software alterations or failure to update software**

We do not cover damage to your vehicle resulting from any of the following:

- 4.11.11.1 Unauthorised changes to the software of the on-board computer systems;
- 4.11.11.2 Your failure to update the software of the on-board computer systems.



## 5. SWIFTCARE

### 5.1 Definitions for this section

accident	means the unintended collision of one motor vehicle with another vehicle, a stationary object, pothole, or person, which causes damage to your vehicle. It also means damage to your vehicle caused by fire or water.
country	means the Republic of South Africa.
emergency roadside	means any sudden, unexpected and unforeseen event that leaves your vehicle un-driveable (without it being involved in an accident) and it needs to be towed.
mechanical or electrical breakdown	means the operational failure of your vehicle in such a way that: <ul style="list-style-type: none"><li>• the underlying mechanical or electrical problem stops your vehicle from operating at all;</li><li>• it hinders your vehicle's operation to a point where it is very difficult or nearly impossible to drive;</li><li>• your vehicle becomes dangerous to drive; or</li><li>• driving further could cause further damage to your vehicle.</li></ul>
we	means swiftcare.
you	means the policyholder(s) and co-policyholder named in the schedule, the policyholder's spouse and the policyholder's or policyholder's spouse's financially dependent children who normally live with them.

**Please contact swiftcare on 0860 247 365.**

### 5.2 What is covered under **swiftcare**

Your **motorsure** policy automatically includes **swiftcare**.

swiftcare is a value-added service for you as a motorsure policyholder, with quality benefits that assist you on the road for your insured vehicles or while on vacation.

swiftcare takes care of emergency circumstances by automatically paying for certain servicing costs.



## 5.3 Roadside assistance

### 5.3.1 Towing service for accidents

Old Mutual Insure pioneered a Swift Accident Management Solution, to help you if you are involved in a motor vehicle accident. swiftcare will connect all accident-related calls to the accident management helpdesk.

### 5.3.2 Towing service for mechanical or electrical breakdown

If your insured vehicle suffers a mechanical or electrical breakdown, swiftcare will send an Old Mutual Insure appointed towing vehicle to competently and efficiently tow your vehicle to an Old Mutual Insure appointed specialist workshop.

If the appointed towing vehicle is not the closest, most appropriate, quality and cost-effective towing vehicle available, we will send an alternative preferred towing vehicle.

We will arrange and pay for your vehicle to be towed to the closest, most appropriate repair centre or dealer.

### 5.3.3 Minor roadside problems

We will assist you if you have minor roadside problems. This includes the following:

5.3.3.1 Flat tyres;

5.3.3.2 Flat batteries;

5.3.3.3 Your keys locked in your vehicle;

5.3.3.4 If you run out of fuel (you will have to pay for the fuel).

This service is limited to the call-out fee and first hour's labour, as well as to three incidents per year. You will have to pay for any additional costs.

### 5.3.4 Accommodation and transport

If your vehicle suffers a mechanical or electrical breakdown or you have a minor roadside problem more than 100 kilometres from your private home, we will arrange the following:

5.3.4.1 Hotel accommodation

We give telephonic assistance to arrange hotel accommodation and travel arrangements. You will have to pay for the accommodation and travel.

5.3.4.2 Car rental or a taxi

We give telephonic assistance to arrange car rental or a taxi. You will have to pay for the car hire or taxi.



### **5.3.5 Storage**

If your vehicle needs safe storage after a mechanical or electrical breakdown or a minor roadside problem, we will handle all the arrangements. You will have to pay for the safe storage.

### **5.3.6 Vehicle return**

If your vehicle suffers a mechanical or electrical breakdown or you have a minor roadside problem, we will bring your vehicle back to your private home or another agreed destination. We will handle all the arrangements, but you will have to pay for the service.

### **5.3.7 Communication of urgent messages**

We will pass on any messages to your family members or employer on your behalf if your vehicle is involved in an accident or if it suffers a mechanical or electrical breakdown.

### **5.3.8 Secure services**

We will send a security guard to your location after your vehicle broke down or you had a minor roadside problem. The security guard will stay with you until help arrives.

## **5.4 Medical assistance**

### **5.4.1 Medical emergency ambulance service**

We offer a 24-hour medical emergency ground- and aerial medical ambulance service that will assist you during a medical emergency. We have a fleet of vehicles e.g. helicopters, fixed-wing aircraft, ambulances or rapid response vehicles, all equipped to advanced life support, which are ready to take you to the nearest, most appropriate medical facility.

If you were not able to contact our 24-hour call centre because of the seriousness of your injury or illness and you were transported to a medical facility, you or someone acting on your behalf, must contact our 24-hour call centre within 72 hours after the incident. If you then get an account for the emergency ambulance transport that you are personally responsible to pay, you must send us the original invoice, your full contact details and policy number with a brief description of the incident. We will then pay the ambulance service provider directly up to the benefit limits. If you had already settled the account, we will refund you up to the benefit limits.

### **5.4.2 Hospital admission**

If you do not have a medical aid or have a hospital plan (or you do not have proof of medical aid), private hospitals and medical facilities require a cash deposit payment or bank guaranteed cheque before admitting you as an in-patient.





If you have a life-threatening medical emergency and we arranged your ambulance transportation, we will assist with admission as an in-patient to a private hospital or medical facility.

This benefit is limited to R 5 000.

This benefit is subject to the following conditions:

- 5.4.2.1 You must make use of our comprehensive ambulance service;
- 5.4.2.2 You must contact our 24-hour call centre on 0860 247 365 from the hospital to ask for this guarantee;
- 5.4.2.3 You cannot claim for the deposit guarantee from us if these expenses are covered by your medical aid;
- 5.4.2.4 If you are a member of a medical aid and we paid the deposit on your behalf, we will claim our payment amount back from your medical aid.

However, this benefit does not cover the following:

- 5.4.2.5 In-hospital expenses;
- 5.4.2.6 Treatment in a trauma-unit.

#### **5.4.3 Trauma counselling**

We give you telephonic trauma counselling for free.

We also arrange face-to-face trauma counselling in an area that is convenient to you.

However, we do not pay for face-to-face trauma counselling. You will have to pay the counselling.

#### **5.4.4 Telephonic advice**

We have a 24-hour call centre which is operated by trained professionals. We can give you the following:

- 5.4.4.1 Free telephonic medical information and advice for minor ailments;
- 5.4.4.2 Free medical referral to a national database of medical doctors, medical facilities and pharmacies which are available to help you.

#### **5.4.5 Return of mortal remains**

If you died (either as a result of illness or accident), we will pay all costs to transport your body from the mortuary where your body was prepared and stored to the place of burial at your home.

If you died outside your private home, we will also help with the arrangement of a funeral or cremation. After cremation, we will transfer your ashes to your private home.

This benefit is subject to the following conditions:

- 5.4.5.1 The transport will take place in the Republic of South Africa only;



5.4.5.2 The service is a benefit only and cannot be exchanged for cash.

However, this service does not include the removal of your body to the mortuary or funeral parlour from the place of death.

#### **5.4.6 Other services after a medical emergency**

We also give you the following benefits:

- 5.4.6.1 Monitoring and messaging on a regular basis;
- 5.4.6.2 A travel companion with medical supervision for minor children that are stranded (we call this Childsafe);
- 5.4.6.3 We send you medical staff, equipment and medicine to remote areas if it is needed;
- 5.4.6.4 Medical assistance to return to your home town after you were hospitalised.

### **5.5 HIV Preventative programme**

We will give you immediate assistance and preventative treatment if you are accidentally exposed to HIV through rape, assault, needle stick injuries, motor vehicle accidents and other forms of exposure.

You must contact us as soon as possible on 0860 63 2273.

Benefits of the Critical 5 HIV Prevention programme:

- 5.5.1.1 You have access to the care centre that gives counselling and advice on HIV/AIDS by phone, 24 hours a day, 365 days a year;
- 5.5.1.2 You have access to a medical practitioner who will do an HIV blood test within five hours of the event to decide on the correct treatment, as well as follow-up testing three months later;
- 5.5.1.3 After exposure to HIV, we will transport you to a suitable medical facility;
- 5.5.1.4 We will give you 28-day post-exposure preventative treatment (antiretroviral therapy);
- 5.5.1.5 We will give the "morning-after" pill for women who have been exposed because of rape;
- 5.5.1.6 We will give you sexually transmitted disease (STD) preventative medication, if needed;
- 5.5.1.7 We give you access to an HIV management programme (excluding the cost of treatment) if you followed the post-exposure treatment and still become HIV positive after the event.

Our care centre provides the following:

- 5.5.1.8 Confidentiality of all calls;
- 5.5.1.9 Security by recording all calls;



- 5.5.1.10 Advice about using the post-exposure medication correctly;
- 5.5.1.11 Details of the closest facility where you can get the antiretroviral therapy; and
- 5.5.1.12 Counselling by phone if you want to discuss any related issues.

## 5.6 Special terms and conditions under swiftcare

### 5.6.1 We make sure you are satisfied

If you made use of our swiftcare benefits, we will follow up with you until you confirm that the matter has been resolved to your satisfaction.

### 5.6.2 We look after your claim

If your emergency is covered under any of the other sections of this policy, we will arrange for your claim and assist with all necessary claims documentation.

### 5.6.3 What to do if there is a claim

The benefits given under this section are service-related benefits. You must therefore contact us on our dedicated share call number to access your swiftcare benefits.

Please contact us on **0860 24 7 365** or via our swiftcare app.

### 5.6.4 We try our best

We have contracted with service providers across the country. We may however not have contracted service providers in small or remote areas. Although we will always do our best to give you the assistance you need, we may not always be able to give you the speed of service you expect, if you need assistance in a small or remote area.

Service providers are independent contractors. Although we make every effort to monitor and assess the service providers, the responsibility of loss, damage or defective workmanship stays with the service provider.

### 5.6.5 Your vehicle must be insured with us

We will only give you roadside assistance to your legally licensed vehicle which is insured under this policy.

### 5.6.6 You must stay with your vehicle

You must be with your vehicle at the time of service and assistance.

### 5.6.7 Vehicles under warranty

If your vehicle is still under warranty, we may transfer the service to the warranty provider. If we gave assistance for a vehicle under warranty, you must sign an indemnity to clear us from any warranty dispute.

### 5.6.8 Your private home must be insured with us

We only give you home assistance if your private home is insured under this policy.



## 5.7 What is not covered under swiftcare

### 5.7.1 Unattended vehicles and existing damage

We will not be responsible for any damage to or loss from unattended vehicles or any existing damage to your vehicle.

### 5.7.2 Off-site costs

We will not be responsible for any off-site repair or costs.