

**YOUR POLICY: MOTOR COMPREHENSIVE**



smartsure  
twenty20  
INSURANCE ADMINISTRATORS

GUARDRISK  
TAILORED RISK SOLUTIONS

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True Grit is the brand/product name administered by SmartSure Twenty20. SmartSure Twenty20 is an authorised financial service provider in terms of FSP No. 45422

ADMINISTERED BY:

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**TRUE GRIT ASSIST**

**0861 444 770**

UNDERWRITTEN BY:

**GUARDRISK**   
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## KEY TERMS TO UNDERSTAND

<b>YOU</b>	Includes yourself, your spouse and any members of your immediate family who normally reside with you, and are financially dependent on you;
<b>SCHEDULE</b>	The section that details what you're covered for, and for how much;
<b>CLAIM</b>	When you ask us to compensate you for following loss or damage;
<b>INSURED EVENT</b>	When something happens that you are allowed to claim for;
<b>DEDUCTIBLE</b>	The amount that you must pay in the event of any claim.

## HOW TO CONTACT US

All written communication relating to this policy (including claim rejections and legal proceedings) must be sent to this address:

### ADMINISTRATOR



SmartSure 2020 (Pty) Ltd

-  011 840-6000
-  PO Box 321, Cramerview 2060
-  info@true-grit.co.za
-  www.true-grit.co.za

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INSURANCE ADMINISTRATORS

### UNDERWRITER

Guardrisk Insurance Company Ltd

-  011 669-1000
-  102 Rivonia Rd, Ground floor, 2nd Tower, Sandton
-  info@guardrisk.co.za

GUARDRISK   
TAX EFFICIENT RISK SOLUTIONS

## GETTING STARTED

Our guideline explains the basics of the terms and conditions of our offering.

This is for Information purposes only and does not form part of the insureds contract.

### WHAT YOU CAN INSURE AND CLAIM FOR

- Motor Vehicle
- Motorcycles
- Towables
- Wet-deck
- Portable Outdoor Property

Only select categories of property which can be insured – these are set out in further detail in this guideline.

### MOST IMPORTANT

1. Do not sign any blank or partially completed application forms.
2. Complete all forms in ink.
3. Keep all documents handed to you.
4. Make notes as to what is said to you.
5. Don't be pressurised to buy this Policy.
6. Incorrect information or non-disclosure by you may impact on any claims arising from your contract of insurance
7. We may not cancel your policy merely by informing your intermediary. There is an obligation to make sure the notice has been given to you as required by law.

### WHY THE SCHEDULE IS SO IMPORTANT

This is probably the most important section of the policy. It tells you such things as:

- how much you pay in premiums and fees;
- up to what value or limit you are insured per section;
- how much your excess is for each section of cover;
- which items are covered by the policy;
- what type of cover you have chosen.

Take some time now to acquaint yourself with the schedule. If you find any errors, please tell your broker right away.

### YOUR RESPONSIBILITIES AS THE POLICYHOLDER

#### Give us accurate information

You must make sure that all the information you give us about yourself, your property and your risk profile is accurate.

This will include information about your financial situation, such as insolvency.

Incomplete or incorrect information could affect the validity of your policy, and may result in us voiding your policy.

You must tell us immediately of any material changes that may increase the risk of loss or damage to your insured property. We will then have the right either to cancel the policy, or let it continue with new terms and conditions.

#### Be aware of how we use this information

Please note that the information you give us will be stored on databases and shared with other parties in the insurance industry in order to gather industry statistics, improve the quality of risk assessment and combat fraudulent claims.

It is important to understand that this information will remain at the disposal of these parties, even after your policy with us ends.

## UNDERSTANDING ALL THE LEGAL STUFF

### This is a legal contract.

This policy is simply a legal contract between you (the person whose name is detailed in the schedule) and us (Smartsure Twenty20 (Pty) Ltd with the cover underwritten by Guardrisk Insurance Co. Ltd).

It basically says that if you suffer a loss from an insured event, we will pay you out on condition that you have paid your premiums, and have complied with all terms and conditions.

### MAKING THINGS AS CLEAR AS POSSIBLE

The policy is designed to avoid confusion.

Any word that has been formally defined – for example, claim or insured event – shall have that meaning wherever it appears.

All the headlines that you see are merely to help you find information quickly as summaries and you must read the detail underneath.

The policy wording will always be the final legal interpretation in the event of any dispute around meaning or interpretation.

### THIS IS YOUR POLICY

Only YOU have rights under this policy – even where we have defined “you” to include other persons.

### INSURABLE INTEREST

You can only claim for items in which you have an insurable interest.

These are items which, if lost or damaged, cause you to be worse off financially.

### Prevent / minimise loss or damage

You must take reasonable steps to prevent loss or damage to your insured property after an event, or we might not compensate you for any loss or damage.

### Tell us if you wish to cancel the policy

You may cancel the policy at any time. If we wish to cancel the policy, however, we must give you 31 days' written notice.

### Pay your premiums on time

Your premiums – whether paid monthly or annually – must be received by us on time. All premiums are payable in advance, before your policy starts.

### Monthly premiums

If you pay monthly, your very first premium must be paid on time via a bank debit order; there is no grace period – first premiums must be paid in advance.

If you miss a payment for any subsequent month, we will ask you to settle two months of premiums the following month.

If the payment is still not received after that, or you instruct your bank to stop the payment, your policy will be cancelled. This cancellation will be backdated to the date on which your first payment was supposed to have been made.

If the premium is settled in part only, it will be used to pay off your oldest outstanding premium. Under these circumstances, any claims you may make will not be settled until you first pay all premiums still outstanding, or agree to them being deducted from any settlement.

### Annual premiums

If you are paying annually, you are allowed 30 days to pay your premium from the date of inception of your policy, failing which your policy will automatically lapse retrospect to the inception date.

### Tell us of any material changes

A material change is one that could affect your risk profile – for example, a move to a new address, a change in your financial situation.

You must tell us of any such changes, as this may affect the level of your premiums, and other terms and conditions.

You are allowed to request a change to the policy at any time. Please note that the changes you request may require us to amend the terms and conditions of the policy.

We are allowed to request a change in the policy from you provided we give you 30 days in which to comply.

### Avoid fraud

All dealings concerning this policy must be done honestly and in good faith. If you are found to have engaged in fraudulent or dishonest behaviour, you will lose all rights to claims and premiums and your policy will be cancelled from the date of the fraud.

Moreover, we may take legal steps to recover damages from you. Examples of fraudulent behaviour are:

- providing false information in support of a claim or about your risk profile;
- making a claim that you know to be false, fraudulent or exaggerated;
- obstructing the outcome of a legal matter.

### Observe all terms and conditions

Terms and conditions are basically the rules you have to stick to in order for the policy to be valid – for example, paying your premiums on time or letting us know if you have changed your residential address.

Make sure you understand all terms and conditions; if you don't, it may result in us refusing to pay you out for a claim.

## HOW MUCH WE PAY

We restore you back to your original financial position

When we settle a claim with you, our objective is to give you a payout that leaves you in the same financial position as you were before the loss took place.

This payout may be based on:

- replacement value or “new for old”, where the payout is based on the value of similar new property
- a pre-agreed sum
- any other basis as described in the relevant section, such as the retail value of a vehicle.

How much we pay out is always based on the value of the lost property, and not the sentimental or other specific value the property

## CLAIMS

### We always decide how we pay out

If the damaged item you are claiming for can be repaired, we may pay for the cost of the repair – but only if it makes economic sense to do so. Otherwise, we may replace it, pay you out in cash or give you a combination of all three.

### You cannot claim more than the actual loss

We will never pay out more than the value of the lost or damaged property, even if you are over-insured. This also means that you could never be paid out twice for the same event – for example, by claiming under two different sections of this policy. Similarly, if an insured event is covered by two different insurance policies, we will pay out only our portion of it.

### You cannot claim more than the sum insured

To restore your original financial position, the payout will be based on the value (as above) of the lost property, but never more than the sum insured.

### How we may settle a third-party liability claim

In the event of a claim for liability towards a third party, we may finalise the claim by paying you the limit of liability, or any lesser amount for which the third-party claim may be settled. This will release us from any further liability for the claim.

### We do not pay interest

Although we strive to settle all claims promptly, we cannot be held responsible for any interest on an outstanding claim.

We do not pay interest on any amount due by us unless ordered to do so by a South African court of law.

### What happens if you are under-insured?

If you insure something for less than its value – i.e. you are under-insured – then you will have to bear a proportion of any loss in the event of a claim.

In calculating this, we will apply the principle of average.

Under no circumstances will we ever pay out more than the sum insured.

### The payout is always reduced by the deductible

Don't forget that for every valid claim, you will always have to pay the first amount, also known as the excess. The Deductible payable by the Insured on all claims is listed in the deductible schedule.

### Wait before disposing of damaged property

If there are damaged items as a result of a claim, you must not abandon them or get rid of them until we agree that you can do so.

## HOW TO CLAIM

### Step 1: Tell us right away

Tell us about any event that may lead to a claim as soon as possible, but not later than 30 days after the event. Give us all the relevant details.

### Step 2: Do not admit liability

Do not under any circumstances admit liability for the event that led to the claim, or make misleading promises to anyone. This means that you should not:

- make any statements (unless required by law)
- offer payment to anyone
- negotiate with anyone claiming from you.

### Step 3: Inform the police

Inform the police immediately, but not later than 48 hours after the event. This is particularly important when property has been stolen, people have been injured or died, or a criminal act is suspected. Take all reasonable steps to recover any stolen property and, where safe to do so, find the guilty person.

**Step 4: Send us the following within 30 days**

If you haven't already dealt with this when you first reported the claim, please ensure you send us the following within 30 days:

- full written details of the claim (on our standard forms, if required)
- particulars of any other policy covering the claim
- any other documentation we think is necessary to handle the claim (such as police documents, receipts, invoices or witness statements)
- proof of value and insurable interest, if required by us.

**Step 5: Send us all documents you may receive later**

Send us any further documentation you may receive later (such as a letter of demand).

**Step 6: Help us with any legal proceedings**

Your assistance may be required if we decide to start legal proceedings against any party responsible for the loss. Note that any such legal action may be taken in your name.

**Sign a release**

You may have to sign a release before we pay you.

**Claim procedure is at your own expense**

Unless we specifically offer to pay or make provision for payment, the entire claim procedure above is done at your own expense.

**TIME LIMITS THAT AFFECT YOUR CLAIM****Don't miss these key deadlines****90 days**

If we formally repudiate or dispute a claim, you have 90 days to appeal this decision with us.

**180 days**

If we maintain our repudiation, you have a further 180 days to start any legal action against us.

**365 days**

Your claim will no longer be valid after 365 days, unless you have started legal action against us, or the claim concerns your legal liability towards a third party.

If you go beyond any of these time limits, your right to the payment of the claim will lapse.

**WHAT TO DO IF YOUR CLAIM IS REPUDIATED****You may appeal**

If we repudiate or dispute your claim, you have the right to appeal that decision. Send your complaint, in writing, to Guardrisk (details to the left).

Remember that you have 90 days from receipt of our repudiation or dispute to lodge your appeal. If we maintain our repudiation, and you wish to start legal action against us, you have a further 180 days to do this.

**You may also contact the Ombudsman**

At any stage of a claim, you have the right to communicate with the Insurance Ombudsman, an independent body that investigates insurance complaints from consumers. The contact details can be found to the left.

**OTHER POINTS TO NOTE****Territories we cover – Republic of South Africa and other specified Countries**

The cover in this policy is valid within the territorial limits of South Africa, as well as the following countries: Lesotho, Swaziland, Namibia, Botswana, Zimbabwe, Mozambique, Angola, Zambia, Malawi, Tanzania, Kenya and Uganda. (Your trip limit

**APPEALS CONTACT INFORMATION**

**Guardrisk Insurance Company Limited c/o Smartsure Twenty20**

✉ PO Box 321, Cramerville 2060

✉ info@true-grit.co.za

✉ claimsrepudiation@guardrisk.co.za

✉ buyiswe.hlatshwayo@guardrisk.co.za  
for complex claims

**OMBUDSMAN FOR SHORT-TERM INSURANCE**

☎ 0860 662-837

☎ 011 726-5501

✉ PO Box 32334 Braamfontein 2017

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per out of RSA excursion is 6 weeks).

### Repatriation – Bringing accident damaged vehicles and property back to South Africa

*(NOTE – access to this extension commences 3 months after inception of cover for the vehicle)*

We will arrange and pay for the reasonable cost of repatriation (of the insured vehicle) back to RSA from any external territory mentioned above, (plus its tow rig and/or other property, providing that such units are insured in terms of this policy) following indemnifiable loss of or damage occurring, to the insured vehicle. The maximum amount payable shall not exceed 15% of the insured value of vehicle and other affected towed units, hereby specifically insured or R100 000 (one hundred thousand Rand) in total for the incident, whichever is the lesser.

In respect of any vehicle referred to and specified in the Schedule of Insurance, will remain insured while such vehicle is in transit by sea between any ports in the territories mentioned, including incidental loading and unloading relative to such transit.

### Repatriation – Bringing breakdown disabled vehicles back to South Africa

*(NOTE – access to this extension commences 3 months after inception of cover for the vehicle)*

For the purpose of this Extension, mechanical and electrical breakdown shall mean sudden and unforeseen derangement or failure and/or malfunction of the vehicle which prevents the vehicle from being driven further and which is not attributed to wear, tear or deterioration, faulty maintenance, defective parts and/or workmanship.

The maximum amount payable shall not exceed 5% of the insured value of the vehicle or R20 000 (twenty thousand Rand) whichever is the lesser. This extension only applies to Lesotho, Swaziland, Namibia, Botswana, Zimbabwe and Mozambique.

### Repatriation Breakdown Manufacturer Warranty Provision For Territories

*Note: - Most vehicle manufacturers represented in South Africa, roadside assistance service extends into certain of the neighbouring territories. In the event of the vehicle being disabled due to mechanical or electrical breakdown or fault, the onus is on the insured to first contact the roadside assistance call centre to establish whether the breakdown service applies in the territory in which the insured vehicle has broken down.*

The vehicle may either be repatriated back to South Africa for repair or diverted to a franchise dealership in the territory to implement repairs. This service only applies for vehicles where the manufacturer warranty is still in effect.

Should the roadside assistance not apply in the territory concerned or in the case where the vehicle warranty has expired or been suspended for the territory, then the insured can make use of the repatriation service in terms of this Extension. This extension does not cover the cost of any repairs associated with the breakdown.

### South African law applies

This policy is subject to South African law.

### Keeping within the law

If any of the terms or conditions of this policy are in breach of

existing legislation, they will be amended so that they comply with the law.

### How claiming affects your premium

- If you have not claimed during the 12 months before the renewal date of your policy, your premium may be reduced.
- Whenever you are paid out for a claim, you may find that your premium is increased.

Claim-free Group is a concept used by us to reward you for not claiming by increasing your premium discount, or reducing it after a claim.

## WHAT WE DO NOT COVER

### General Exceptions

You cannot claim for:

#### **Theft by false pretenses**

This is any theft that occurs as result of you being tricked into parting with your property as part of a transaction that you believed was legitimate. The transaction can be an ordinary cash transaction, an exchange or even a credit sale agreement.

#### **Wear and tear**

This means gradual deterioration as a result of normal usage or the passage of time. It includes the gradual influence of light and weather conditions. Typical examples are worn tyres on your vehicle.

#### **Liability by agreement**

You cannot, in an agreement you might sign with a third party (for example, a builder), accept liability for something that you could not reasonably be held liable for in the first place.

#### **Confiscation, dispossession or nationalisation**

This means loss that you suffer as result of your property being forcibly taken from you by a lawfully constituted authority, such as the national government or a provincial authority.

#### **Consequential loss**

This is further loss that you may suffer as a consequence of an initial insured event. For example, if your car is in an accident on your way to the airport, we will cover you for the damaged car, but not for any loss you may suffer as result of you missing your flight. The only time we cover you for consequential loss is when it is specified as part of your policy.

## GENERAL EXCLUSIONS

### Riots, public disorder, terrorism and war

Generally, this refers to loss or damage to property, death or bodily injury or liability directly or indirectly related to or caused by riots, political acts, war, public disorder, terrorism or any attempted act of this kind for which we cannot reasonably be held responsible.

### Unusual Events

Sasria covers you for extraordinary, unusual insurance events. They include any damage to your insured property caused by events such as riots, strikes, public disorder, or any kind of civil commotion or political unrest. Sasria cover is part of your policy and applies in South Africa only.



## MOTOR COMPREHENSIVE

The section deals with insurance cover for loss of or damage to your vehicle and its fitments and accessories. Also included are valuable extensions associated to events, involving loss or damage to the vehicle which are not normally covered under a conventional comprehensive motor insurance policy. Motorcycles and Towables can also be insured under this section.

Third Party liability is also covered.

### CATEGORIES OF VEHICLES:

#### PRIMARY VEHICLE

- AWD • All wheel drive
- 4WD • 4 wheel drive
- 4X4 • with high & low range
- 2WD (DIFF LOCK) • 2 wheel drive with differential lock

### TYPES OF VEHICLES IN EACH CATEGORY:

- SUV • Sports Utility Vehicles
- BAKKIES • Double & Single cabs
- SAFARI UNITS • Converted Open back Game Viewers
- CLASSIC 4X4'S • (Pre 1980 production restored vehicles)

#### Pre-requisites:

- Ground Clearance - (height from ground to the lowest under part of the vehicle "usually the differential") must exceed 170mm;
- All converted/rebuilt vehicle unit's - are subject to the provision of a satisfactory "proof of value" certificate issued by a reputable and acknowledged valuator, prior to cover inception;
- Maximum insured value - will not exceed R2.5 Million (two million five hundred thousand and) inclusive of the value of fitted accessories as specified in the Schedule;
- Maximum vehicle mass - will not exceed 3500kg.

#### We cannot insure:

- Pre 2005 production vehicle's with a determinable retail value of less than R100 000;
- Grey or parallel imports or foreign registered vehicle's;

### MOTORCYCLES (OVER 500CC)

#### We can only insure these categories:

- Adventure
- Cruisers

## KEY TERMS TO UNDERSTAND

**THIRD PARTY** • Someone, other than yourself who is involved in an insured event – for example, an injured pedestrian or the driver of another car that is involved in an accident with you

**WRITE-OFF** • Your vehicle is so badly damaged that it cannot be repaired economically; or it has been stolen and cannot be recovered

**VEHICLE** • Includes in addition, all parts, fitments and accessories



- Tourers

We cannot insure:

- Super bikes, other standard road motorcycles with a cubic capacity less than 500cc and scooters;
- Motor cycles exceeding R500 000 in value.

### SPECIAL TYPES

- ATV's & Quads
- Golf carts

We cannot insure:

- Units exceeding R200 000 in value.

### TOWABLES (INCLUDING ON & OFF-ROAD UNITS)

We can insure:

- Caravans & Camper trailers
- Bike & Vehicle trailers
- Baggage trailers
- Utility trailers
- Boat trailers

In respect of caravans:

- All other non-standard supplied contents and possessions, to be insured under the Camp Fire Accessories item (Personal Outdoor Property) Section C, as a separate group item.

Pre-requisites in respect of caravans and trailers:

- All exterior mounted removable accessories and fitments must be bracket fitted and secured with adequate locking devices;
- Off-road use is permitted for off-road capable caravan and trailer units, providing the terrain traversed is within the vehicle manufacturer operating specifications;
- Maximum value is limited to R500 000 inclusive of contents and accessories.

### CONDITIONS OF USE OF YOUR VEHICLE

#### How you may use your vehicle

This insurance policy carefully defines how you may use your vehicle in order for the cover to be valid.

There are two categories of use:

- Private use – this is for (social, domestic, pleasure purposes, including for recreational off-road traversing) as well as, travel to and from work.
- Business or Professional Use - includes travel associated to business and professional use and (social, domestic, pleasure purposes including for recreational off-road traversing).

The cover includes

Whilst you are taking part in organized & supervised club challenges and competitions.

However, it does not include

Renting the vehicle out;

- The carrying of passengers for hire;
- The carrying of fare-paying passengers;
- Vehicle-sharing or car-pooling;
- Paid driving instruction (other than for off-road driver instruction by a qualified instructor);

- Racing, trials or other speed contests;

While in the custody and control of the motor trade for any purpose other than the overhaul, upkeep or repair of the vehicle;

- Carrying of explosives or any hazardous goods;
- Vehicles being used as a tool of trade.

If you are unsure of the category of use that applies to your vehicle, please check the schedule.

### WHAT IS NOT COVERED

#### Specific Exceptions

##### *Risks within your control*

We do not cover you for loss or damage to your vehicle that results from risks that are within your control. Examples of such risks are:

- Depreciation; wear and tear; gradually operating causes; mechanical, electrical or electronic breakdown, failure or breakage;
- Damage to the engine, suspension, or tyres and rims, unless some other part of the vehicle is damaged at the same time;
- Theft of spares or accessories of your vehicle, unless the vehicle is stolen at the same time;
- Loss or damage arising from the fact that your vehicle is un-roadworthy, or hasn't been maintained;
- Loss or damage arising from the fact that your vehicle was defectively designed or assembled, constructed or for any fault which would require the manufacturer to recall the vehicle for rectification of the fault.

##### *Driving under the influence*

There is no cover for loss, damage, injury or liability that arises when you are driving or towing your vehicle while:

- under the influence of intoxicating liquor or drugs; or
- the alcohol content in your blood exceeds the legal limit.

This is irrespective of the method used to determine the degree of intoxication – for example, a breathalyzer test or a blood test.

This also applies to any other person who may be driving or towing your vehicle with your permission.

##### *The following instances of liability*

Although we do cover you for general liability towards third parties, this does not include the following specific cases:

- compensation payable by any compulsory motor-vehicle insurance legislation
- death of, or bodily injury to:
  - › a member of your family who usually resides with you;
  - › any person being carried in a trailer or caravan;
  - › any person carried as a passenger on or getting in or out of a golf cart, three-wheeled vehicle or quad-bike;
  - › an employee, other than domestic staff of you or your family, who is killed or injured in the course of their employment;
  - › any person who has the right to claim from the Road Accident Fund Act, 56 of 1996, or any similar legislated fund, regardless of whether it is financially able to pay the compensation that is being sought;
  - › death of, or bodily injury to any person, arising directly

from the fact that your vehicle is un-roadworthy.

- › damage to property belonging to your family or that is in your custody or held in trust;
- › damage to property arising directly from the fact that your vehicle is un-roadworthy;
- › damage to property carried in your vehicle, or any trailer or caravan attached to it.

### **YOUR SPECIFIC RESPONSIBILITIES**

We could repudiate your claim. Some of the terms below require specific action on your part. In such cases, you must do what is asked of you, or you may find that your claim is rejected.

#### **Check your security / tracking device**

Our requirements are:

##### **Vehicle Tracking**

Any vehicle with an insured value or (retail value for year model) excluding fitments and accessories exceeding R250 000 must be fitted with an approved active tracking device.

##### **Vehicle Alarm/Immobiliser**

Any vehicle in excess of R100 000 in value is fitted with an approved factory fitted or after-market fitted alarm/immobilizer system.

In the event of a claim, you must be able to prove to us that any security or tracking device required by us:

- was already installed at the time of the event, and was activated and working;
- is self-testing, or had been tested within the previous 6 months.

You must also be able to show us that you immediately reported any theft or hijacking to the tracking company, and that your contract was active and paid up.

#### **You must have a valid driver's licence**

- In the event of a claim, you must be able to show us that you had a valid driver's or learner's licence at the time of an event that could lead to a claim.
- For the learner's licence, you must be able to show that you were accompanied by a licensed driver.
- You must also be able to prove that you have not been charged or convicted of reckless or negligent driving.

#### **Notify us of certain traffic offences**

You must notify us if any of the following occurs:

- your driver's licence has been endorsed, suspended or cancelled;
- you have been charged or convicted of reckless or negligent driving;
- you have been charged for driving under the influence;
- you have been charged for driving while your blood alcohol concentration exceeded the legal limit;
- you have failed a breathalyzer test.

This also applies to any person who may have been driving your vehicle at the time with your permission.

#### **Unauthorised use of your vehicle**

- If anyone uses your vehicle without your knowledge or consent, you must lay a criminal charge against them within 48 hours;
- You may not withdraw the charge, even if your vehicle is later returned to you.

#### **Be aware of the limits of indemnity**

- If more than one person is entitled to indemnity, any limitation applies to the total amount, and you will be given priority;
- In other words, you will be paid out first, according to your limit, even if it means that the other person gets less than they are entitled to.

### **TAKE OUT SEPARATE INSURANCE IN NEIGHBOURING COUNTRIES**

If your vehicle is lost or damaged in one of the neighbouring countries where this policy is valid, the following conditions apply:

- if separate third-party liability insurance specific to the country in which you are travelling, is required, we will not indemnify you for any legal liability that you may incur while using your vehicle there; so you are strongly advised to take out the required insurance in that country, and not rely on the cover of this policy;
- we will compensate you for any amounts in excess of, or not recoverable from, the particular third-party liability insurance required, subject to the laws of South Africa; so if all you get is R10 000, but you claimed for R25 000, we will pay you the difference of R15 000;
- if you have a valid claim, we may decide either to have the vehicle repaired in the country concerned, or arrange to bring it back to South Africa on your behalf, for repairs.

### **HOW MUCH WE PAY**

#### **Repairing or replacing your vehicle**

We will not pay more than the sum insured stated in the schedule.

#### **Do we fix the car or get you a new one?**

Once we have assessed your damaged vehicle, we may repair it if it makes economic sense – or we may replace it:-

##### ***If your vehicle is more than 12 months old***

If your vehicle is more than 12 months old and cannot be repaired, we will pay you its retail value according to the Auto Dealers or Commercial Vehicle Guide (published by TransUnion Auto (Pty) Ltd).

##### ***If your vehicle is less than 12 months old***

If you are the first registered owner of your vehicle, and it is less than 12 months old with less than 30 000 km on the odometer, we may replace it with a similar vehicle on a substitution basis or pay you the list price of a new one. This applies when your vehicle is a write-off or has been stolen.

#### **If a part is not available**

If a part needed for the repair of your vehicle isn't available in South Africa as a standard (ready-made) part, we will pay an amount equal to the value of that part. We will also pay all reasonable costs to transport the part (but not by air).

#### **You always pay the first amount, or the deductible**

You will always have to pay the first part of any claim settlement. This is known as the deductible, and is listed in the deductible schedule.

#### **Your bank may take part of your payout**

If you are financing your vehicle with a bank or authorised credit provider, be aware of the fact that they are entitled to

use your insurance payout for a write-off to settle any money that you still owe them, if they feel that this is the only way to recover the money. This is a standard clause in the contract that you signed with them when you purchased your vehicle.

### **SAFEGUARDING YOUR VEHICLE**

#### **Towing your vehicle to a place of safety**

##### **Accident**

If your vehicle is immobilised and cannot be driven away as a result of an accident, we will pay for it to be towed to a place of safety. We will also pay for any emergency repairs that enable you to continue on your journey, but you must obtain a detailed quotation first.

In respect of

- the primary vehicle this must not exceed R20 000;
- And for any other item covered under this section R5 000.

### **LIABILITY TO THIRD PARTIES**

#### **Payouts are always limited**

When you claim for liability to third parties, your payout will always be limited to a specific amount in any 12-month period. These amounts are:

##### **In respect of a Primary vehicle**

Drivers 30 years and older – R5 Million in respect of any one event or series of events arising out of the same incident;

- Drivers between 26 to 29 years – R2 Million in respect of any one event or series of events arising out of the same incident;
- Drivers of 25 years and younger – R1 Million in respect of any one event or series of events arising out of the same incident.

##### **In respect of a motorcycle**

All motorcyclists – R2 500 000 in respect of any one event or series of events arising out of the same incident.

This excludes death of or injury to any person who is riding pillion or as a passenger on the insured motorcycle.

##### **In respect of an ATV or Golf Cart (referred to as a Special Type)**

- All drivers – R100 000 (one hundred thousand rand) in respect of any one event or series of events arising out of the same incident.

This excludes death of or injury to any person who is riding as a passenger on the insured ATV or Golf Cart.

##### **In respect of a Towable (Caravan/Camper Trailer and Utility Trailer)**

- The primary vehicle liability limits apply inclusive of the Towable and not in addition to the primary vehicle limit in respect of any one event or series of events arising out of the same incident involving a Towable.

*It must be noted that we may in some instances pay out less than the limit, if we decide that the lesser sum represents a fair settlement.*

We may pay you the full limit or any lesser amount for which the claim may be settled to finalise a claim.

All payouts are made in South Africa, in South African Rands.

### **ACCIDENT, DEATH, DAMAGE**

We will pay for your legal liability towards a third party if your vehicle is involved in an event that causes:

- bodily injury to any person, or the accidental death of that

person

- damage to property
- fire or explosion.

### **OTHER PEOPLE USING YOUR VEHICLE**

If someone else is driving your vehicle with your permission, they too will be covered for liability as described above, provided that they:

- have never, to your knowledge, been refused insurance;
- are not entitled to compensation under any other policy;
- comply with the terms of this policy.

### **WE ALSO COVER YOU FOR:**

#### **Emergency Expenses**

We will pay emergency out of the pocket expenses as a direct result of loss or damage to your vehicle defined in terms of Vehicle Category (motorcycles only) resulting in a claim under this section subject to:

1. The loss occurring, happens more than 100km from your residence;
2. Our liability being restricted to not more than R1 000 for a maximum of 3 days.

It is noted that Emergency Expenses applying to the Primary Vehicle category is more specifically catered for under True Grit Special Extensions.

### **WAIVER OF SUBROGATION RIGHTS**

We will not exercise any rights we may have against any person who is driving or using any insured vehicle specified in the Schedule on your order or with your permission or consent, unless such person is in breach of any provisions or exclusions applying in terms of this insurance.

### **KEYS AND LOCKS (PRIMARY VEHICLES ONLY)**

We will pay up to R20 000 in respect of replacement of locks and keys including the remote alarm controller and if necessary the reprogramming of any coded alarm system of the Insured vehicle following upon loss of or damage to any keys or alarm controller of the vehicle or following upon the insured having reason to believe that any unauthorized person may be in possession of a duplicate of such key or alarm controller.

### **VEHICLE SHARING**

The acceptance of payment for giving lifts to passengers, when it is part of a vehicle in a sharing agreement for social purposes or commuting, will not be regarded as excluded under the Description of Use condition provided that:

- The passengers are not being carried in the course of a passenger carrying business;
- The total payment received for such journeys do not involve an element of profit.

### **TRAUMA**

If you or your family normally residing with you are a victim to a violent act of theft, hold-up, hijacking (or other shock inducing incidents) which necessitates professional counseling, we will select a practitioner closest to where you reside, and pay up to R10 000 for such counseling.

### **MEDICAL EXPENSES**

If you or your driver or any occupant of the primary vehicle insured, sustains any bodily injury by violent accidental



external and visible means in direct connection with an incident involving the vehicle, we will pay the medical expenses in connection with the incident up to R2 000 for each person requiring medical treatment, providing that the injured persons do not have any other insurance for such medical expenses.

### WINDOW GLASS

The CLAIM FREE GROUP will not be altered following a claim for replacement or repair to window glass of the vehicle provided that there is no other loss or damage to the vehicle. You will be responsible for the FIRST AMOUNT or Deductible, as shown in the Deductibles Schedule.

### RECOVERY OF AN UNDAMAGED STOLEN OR HIJACKED PRIMARY VEHICLE

We will pay for an Executive Vehicle Valet Service and a 122 point check upon the recovery of an undamaged vehicle which has been stolen or hijacked up to a limit of R5 000 (five thousand rand). No FIRST AMOUNT PAYABLE will apply in respect of this extension. The CLAIM FREE GROUP will not be altered.

### DELIVERY EXPENSES

The reasonable costs incurred in delivering the vehicle to you at your address stated in the Schedule after it's repair or recovery.

### EMERGENCY CHARGES

Any emergency costs charged by any public authority as a result of a valid claim involving the insured vehicle up to R10 000.

### SPECIAL PROVISIONS

#### Claim Free Group

Your premium may be reduced should you not claim during any one 12 (twelve) month period from inception or anniversary date of your policy in accordance with the following scale:

PERIOD	CLAIM FREE GROUP
Less than 12 months	0
12 to 24 months	1
24 to 36 months	2
36 to 48 months	3
48 to 60 months	4
60 to 72 months	5
Over 72 months	6

If any claim is made during any one 12 month period from inception, your CFG status will reduce by 1 point and the premium will increase by 7.5% per such Claim Free Group adjustment. Provided that no further claim is made in the 12 months following the 1st claim, the Claim Free Group will continue to rise in accordance with the table at a discount allowed of 7.5% per Claim Free Group.

This provision does not apply to caravan or trailer claims.

### ADDITIONAL SPECIAL COVER EXTENSIONS WHICH APPLY TO YOUR INSURANCE

#### 1. Off Road Use

The Vehicle specified in the Schedule of Insurance can be used whilst the insured/driver is undergoing off-road driver

training at an official and fully accredited off-road driver training facility which complies with the regulations of the relevant South African Qualifications Authority relating to recreational driving and thereafter, alternatively for personal unsupervised recreational purposes including full off-road use in variable impact off-road terrains.

Where applicable, use can be for commercial purposes in the sense of driver instruction at an off-road venue and for guided outrides or excursions arranged and supervised by accredited off-road driver instructors or registered entities.

#### *Under this extension you must be aware of:*

#### *Maximum Wade Depth for traversing through water or water course crossings*

The maximum depth is limited to 450mm, this dependent on the vehicle's ground clearance and the position of the vehicle's air in-take system, or unless the vehicle manufacturer specifies a depth in excess of 450mm, in which case the manufacturer's recommended maximum wade depth will be accepted as the absolute depth. Should the vehicle have an installed snorkel device, then the recommended maximum wade depth specified by the installer in conjunction with the vehicle manufacturer recommended depth taking into consideration the snorkel fitment will be accepted.

Prior to traversing through water or attempting a water course crossing, the insured or vehicle driver must wade through the water-course or obstacle on foot to ensure that there are no irregular deviations (such as drop-offs or holes) affecting the depth or other unseen obstructions or objects which could adversely affect the crossing and cause damage to the vehicle.

The insured must be mindful at all times, that traversing of any water obstacles can adversely affect the vehicle's electronics should any exposed section of the electrical reticulation and/or vehicle management system components come into direct contact with water.

In addition exposure of the vehicle to salt water can lead to rapid corrosive or erosive degeneration of the vehicle body, electronic or semi-sealed components and engine.

#### *Driving in Intertidal and Tidal Zones*

An intertidal or tidal zone is defined as the shoreline adjoining water expanses and consists of land sections adjoining the ocean, banks of tidal rivers, estuaries and lagoons connecting with the ocean.

Such person's traversing in such area's must observe the limitation of driving at 1st quarter pre-mid high tide and not thereafter.

Any insured vehicle traversing such zones must be accompanied by other off-road capable vehicles with suitable recovery capability. Driving in these regions or zones is generally not permitted. It is our requirement that the Insured/driver is in possession a valid and current permit issued by the Department of Environmental Affairs and Tourism before entering this type of terrain.

The onus is on the Insured to be familiar with the tide table and fluctuation between high and low tide cycles at any given time before traversing these zones.

#### *Driving in Medium to High Impact Off-road Terrain*

Such types of terrain comprise complex rock structure, loose rock and shale, deep erosion tracts, rutted steep inclines and declines, angled side slopes, thick sections of mud or sand, high sand dunes and trails comprising sections of soft sand

pockets.

It is important that the insured/driver observe the following criteria whilst traversing in this type of terrain:

- Line of approach, approach angle, break-over angle, departure angle, tyre pressures, speed, gear' ratio selected, ground clearance and implication of using long wheel base vehicles' or large SUV's in terrain sections where there is limited manoeuvrability.
- Ascent and descent angles should not exceed 40 degrees and side slope angles should not exceed 30 degrees.

#### **Internal and Top loading of vehicles and driving with tow rigs**

Distribution of load weight internally should as far as possible be evenly balanced. Top loading of an insured vehicle should be within the maximum weight prescribed by the vehicle manufacturer and roof rack supplier.

Top load weight distribution should be evenly balanced. Vehicles with raised suspensions automatically have a higher ground clearance and therefore a higher center of gravity. This must be taken into account relative to both, internal and top load distribution.

With regards to caravans, trailers and boat drawn trailers, it is important prior to departing on a long trip to check secureness of axle mounting points, wheel bearings (grease hubs and bearings as necessary) and for tyre wear (ensure that spare wheel is in good order). Test independent braking systems for safety functionality. Load distributions both within and on tow rigs must be even to avoid disproportionate or erratic travel.

#### **Trail or Track Driving in Dry/Hot Savannah Regions**

It is important that the insured regularly checks and clears the vehicle's undercarriage of dry bush, grass and other foliage which becomes collected off the trail and stuck in the chassis whilst traversing this type of terrain.

Should such grass or foliage come into contact with the vehicle's manifold, exhaust or other engine hot-spots', will ignite and the ensuing fire will, in all likelihood result in a total vehicle destruction.

Alternatively, dry grass seed has a tendency to collect in the radiator which can cause the engine to overheat and thereby causing potential engine failure and damage. Grass seed should regularly be cleared from the radiator or seed net.

#### **Driving in Northern Territories and in Wildlife Sanctuaries/Conservancies**

As a result of, lack of or adequate boundary fencing adjoining many road routes in Northern Territories, free range domestic animals and wildlife are in abundance and will be encountered along or on these thoroughfares.

In addition the insured/driver should exercise caution as animals on hot road surfaces appear as an apparition, and often too late, this situation results in many accidents.

In areas populated by wildlife, antelope often jump towards a vehicle's headlights whilst driving at night. Other free roaming wild animals are the cause of accidents particularly in areas where foliage is in close proximity to the road. Travelling speeds should be reduced whilst driving in these regions.

#### **Road surface conditions, obstacles in the road and low level bridges**

Special attention should be given relative to the condition of tarred road surfaces particularly with reference to pot holes, road surface erosion or wash away, debris or other

obstructions as well as condition and safety of bridges where recent river flooding has occurred.

## **2. SPECIALIZED VEHICLE FITMENTS AND ACCESSORIES**

This extension caters for, however is not limited to bull bars, tow bars, canopies, roof racks/roof-top tents, built in space-saver compartments, long range fuel tanks, built in water storage receptacles, navigation equipment, winches, fitted 2 way communication equipment, load bay security lock-up features (such as armadillo fitments), running boards, raised suspension systems, built-in compressors, engine and undercarriage protector plates, spot-lights (Halogen, Xenon and LED banks), dual battery systems and snorkels. Such items are subject to declaration and must be specified on the Schedule of Insurance with the appropriate value attaching and are subject to original proof of purchase. Fitments and Accessories purchased and fitted to the insured vehicle, not more than 3 years prior to the policy inception are subject to Replacement Value Conditions. Fitments and Accessories which are older than 3 years are subject to normal depreciation.

## **3. Loss of or Damage to the 4WD/AWD/SUV/Station Wagon/Bakkie Contents**

Loss of or damage to loose items comprising GPS Units, Portable DVD Players, Vehicle Recovery Kits, Medical Kits, Portable Compressors, 2 way communication equipment, luggage, Maps and incidental purchases are covered up to a maximum of R15 000. Such items are subject to formal proof of purchase. In the event of theft, access to the interior of the vehicle must be gained by visible, forcible and violent means.

Under no circumstances does this extension cover money, negotiable instruments, Laptops, Tablets, cell, smart or I phones, cameras', firearms or jewelry.

## **4. Temporary Repair Costs following Accidental Damage**

We will pay up to R20 000 (twenty thousand Rand) for temporary repair costs to the insured vehicle as a direct result of accidental damage, and which, occurs, within and external to RSA, with our prior consent and subject to visual proof/evidence of damage in the form of photographs, provision of an invoice detailing the repairs implemented, the cost of parts and labour and including the repairers contact details. A claim form must be completed and submitted to us providing all particulars relevant to the incident, prior to us offering any form of indemnity.

## **5. Mechanical or Electrical Derangement of the Vehicle's Winching Equipment**

Subject to the winch being specified on the Schedule of Insurance, we will pay up to a maximum of R20 000 (twenty thousand Rand) in the event of the winch sustaining mechanical or electrical breakdown.

Any conditions relating to breakdown, failure or breakage associated with defective design, faulty or inferior parts, prior faulty repair, inadequate mounting or fitment of the equipment or wear, tear, abnormal stress and material failure of the equipment's' components, wearing parts, cable or coupling devices or due to incorrect operation or overloading of the winching equipment are excluded.

## **6. Alternate Vehicle Hire in the Event the Insured Vehicle sustains loss of or damage to outside the Republic of South Africa**

(NOTE – Access To this extension commences 3 months of inception of cover for the vehicle)

We will pay the reasonable cost of vehicle rental in the territory outside the Republic of South Africa up to a maximum of R1 500 per day for a maximum of 3 days should the insured vehicle sustain indemnifiable loss or damage.

*NOTE: This extension does not extend to mechanical or electrical breakdown of the vehicle.*

#### Proviso

You will be responsible for paying the initial costs of such vehicle rental and we will reimburse this cost to you upon your return to RSA and following your submission of a claim form with all substantiating documents pertaining to such vehicle rental.

### 7. Temporary Accommodation (Hospitality) outside of the Republic of South Africa following indemnifiable loss of or damage to the Insured Vehicle

*NOTE – Access to this extension commences 3 months after inception of cover for the vehicle*

We will pay the reasonable cost of hospitality up to R2 000 per night for 3 consecutive nights' accommodation at a venue in a territory outside RSA, further limited to R1 000 (per person per night) travelling in the insured vehicle, following indemnifiable loss of or damage occurring to the insured vehicle. This extension applies to any delay period experienced, during the arranging of the repatriation vehicle and/or persons travelling in the vehicle back to RSA.

*NOTE: This extension does not extend to mechanical or electrical breakdown of the vehicle.*

#### Proviso

You will be responsible for paying the initial costs of the accommodation (hospitality) relating to this extension and we will reimburse this cost to you upon your return to RSA and following your submission of a claim form and all substantiating documents, invoices and receipts detailing and verifying the costs.

### 8. Repatriation of the Insured and Passengers travelling in the Insured Vehicle on the same out trip, following indemnifiable loss of or damage to the Insured Vehicle, occurring outside of the Republic of South Africa

*(NOTE – Access to This Extension Commences 3 Months after Inception of Cover for the Vehicle)*

We will pay up to R3 000 per person (being the driver or a passenger in the insured vehicle) for a one way flight or (for other mode of transport) of such persons, back to the Republic of South Africa.

*NOTE: This extension does not extend to mechanical or electrical breakdown of the vehicle.*

#### Proviso

You will be responsible for paying the initial costs of such return fare and we will reimburse this cost to you upon your return to RSA and following your submission of a claim form and all substantiating documents, tickets, coupons and proofs of payment.

### 3. DUTIES IMPOSED BY FOREIGN COUNTRIES IN THE EVENT OF TOTAL LOSS OF THE INSURED VEHICLE OUTSIDE RSA AND WITHIN THE TERRITORIES INSURED

Following indemnifiable total loss or destruction of the vehicle occurring beyond the borders of RSA we will, following instruction of formal investigation and depending on the outcome of the such investigation to our complete satisfaction, concerning the nature and circumstances of the loss, validity of the claim and verification of duties imposed by such alternate state or country, pay at our sole discretion the duties imposed by such governing state, however this payment will not exceed 20% of the sum insured reflected on the Schedule of Insurance, or whatever lesser value may apply for the Vehicle, as determined by us, and in no way, including the direct insurance claim settlement for the loss of the Vehicle, exceed R1 Million in total.



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