

MOTOR OVERVIEW

Remember that this Overview does not form part of the legal agreement

SO WHAT KIND OF VEHICLE IS INSURED UNDER MOTOR?

Cars and bakkies are obvious examples but we also include motor bikes and even quad bikes under this section but they must be licensed and registered for road usage. If a motor bike or quad bike is not licensed for road usage but is more a toy or a sport then You need to insure it under the All Risks section.

We also include trailers and caravans that although they are not motorised are linked so closely with the towing vehicle that We have included them under this section.

Your vehicle must have a Gross Vehicle Mass (which is the maximum allowable mass of a fully loaded vehicle) of 3,500 kilograms or less.

WHAT TYPES OF INSURANCE ARE THERE?

There are 3 types of insurance available:

1. Comprehensive means that We will pay for the damage to Your vehicle and We will pay a third party for any damages that You cause.
If You have bought Your vehicle under a hire purchase agreement then You have to insure Your vehicle on a comprehensive basis. It is a condition of the HP agreement.
2. Third Party, Fire and Theft means that We will only pay for the damages to Your vehicle if it is stolen or catches fire. We will not pay the costs for any repair to Your vehicle.
We will still pay for third party damages.
3. Third Party Only means that We will not pay for any of Your damages but We will pay the third party's damages that You have caused.

WHAT IS THE DIFFERENCE BETWEEN THE OWNER AND THE REGULAR DRIVER?

Remember that You must have an interest in the vehicle to be able to insure it and the best example of this "interest" is the owner.

However, the owner might not be the regular driver so it is important that You advise Us who the owner is and who the regular driver is because We calculate Our premiums on the regular driver. This is very important because the premium will differ substantially between for example a parent who may own the vehicle and their 18 year old child who drives it. The wrong information may lead to Us rejecting a claim or voiding the policy.

WHAT IS THE DIFFERENCE BETWEEN PRIVATE USE, BUSINESS USE AND COMMERCIAL USE?

You can insure Your vehicle for private use if You use it for Your personal purposes such as going to the shop, picking up the kids and driving to work and back.

Business use includes private use but goes further and covers You should You use Your vehicle as part of Your working day such as should You use Your vehicle to visit a client or to drop something off with a printer.

We do not insure Your vehicle if it is used commercially. Business use is different from commercial use and the difference centres on the purpose of the vehicle. It is easiest to explain the difference by way of an example. A lawyer will go to court, visit a client and as such uses his vehicle as part of his profession and accordingly, this is business use. However, if a law firm has a delivery vehicle that is used to serve documents and do all the errands for the firm then this vehicle must be insured as a commercial risk under a commercial policy.

HOW DO WE CALCULATE THE VALUE OF YOUR VEHICLE?

We insure Your vehicle at the retail value as determined by the Auto Dealers Guide or any other recognised and reputable source in working out values for trade and retail. Should Your Vehicle have extras then You will need to itemise and detail these extras on the Schedule failing which We will only pay out the retail value. If Your vehicle is written off or stolen then we will pay You the retail value.

WHAT MUST I DO WHEN I HAVE AN ACCIDENT?

The old way of doing things was to phone the ONE Assist Help Desk. The number is 0861 000 286. However, We have introduced a new clever cellphone application that means when You press and hold the designated key on Your cellphone for 3 seconds, Our Emergency Call Centre will immediately phone You and moreover, they will We will be able to locate You by triangulating the whereabouts of Your cellphone. However, You do need to program this application into Your phone beforehand so that it can work. See the section detailed Intelligent Panic.

If someone is injured then we need to get them to the hospital urgently and so ONE Assist will not only arrange for an ambulance to transport the injured but will also guarantee admittance into hospital.

If Your car needs to be towed then the AA will be able to do this for you but this must be arranged by Our ONE Assist help desk. This is so important because otherwise We cannot guarantee that Your vehicle will be towed correctly and stored in a safe place. The AA towing agent will provide You with an agreed secret code so that there can be no confusion about who must tow Your vehicle. If You don't arrange towing through the Help Desk then we will only pay up to R1850 for any towing and storage, and You will be liable for the balance.

If you think that You are lost then all You need to do is to press the Intelligent Panic Emergency Number on Your cellphone and Our 24 hour Help Desk will be able to track and locate where You are.

If you feeling unsafe when your car breaks down, we will send an armed security guard to stand with you. this service is provided by the AA Stand by you but is limited to selected areas.

If you need a lift home then Our 24 hour Help Desk will arrange for you to get home by alternative means. If You are further than 100kms from Your home then Our 24 hour Help Desk will arrange for You to spend a night in a local hotel or will arrange car hire for You to get home. All of this is free but only if You use our 24 hour Help Desk. There is a limit of R500 and any amount thereafter will be for your account.

With every Policy that We send out, We also include a leaflet that We want You to put in Your car which will help You should You find Yourself in an emergency situation. It is called the 10 Steps in an Accident and will have all the information that You need including Our ONE Assist 24 hour Help Desk details.

INTELLIGENT PANIC

This is a breakthrough in mobile emergency assistance and is a panic service that incorporates a call centre linked to Your cell phone panic facility. You simply press the chosen panic number, saved on Your mobile phone, and the Intelligent Panic emergency call centre, staffed with experienced Crisis Managers, will phone You back and case manage Your emergency to completion, on a 24/7 basis, using the latest Location Based Services.

How to activate Intelligent Panic

Intelligent Panic is a facility on Your cell phone which, by holding one pre-selected number for 3 seconds, will send a panic message to the Intelligent Panic call centre. Once activated, a call centre operator calls back immediately and attends to Your particular emergency.

To activate the service, You must Save *120*880*725378# and assign it to a speed dial number."

We suggest you save our call centre on your phone under **ICE** (incase of emergency) 0861 000 286

After activation, when You send a panic message, an SMS will appear on Your phone reading..."An alert will be sent to Intelligent Panic. An operator will contact you shortly".

HOW DO I GET MY CAR HIRE?

All We need to be able to process the car hire, is a copy of the driver's license, a completed claim form and access to Your car. (This is not a problem if We have arranged your towing and storage but it is if You have allowed an unauthorised party to tow Your vehicle) Once We have these, We can immediately begin to process the claim and get You back on the road. You have car hire automatically included in Your cover for 30 days for an entry level car typically a 1.3 manual. If You would like to hire something smarter (but not more smart than Your own vehicle) or for longer or an automatic then You can do so by taking the car hire extension.

CELLPHONE USAGE AND DRUNK DRIVING

Did You know that speaking on the cellphone increases Your chances of having an accident as much as driving whilst drunk? Texting while driving is reckless!

TERRITORIAL LIMITS

You are insured for any damage to Your own vehicle while inside South Africa and the following countries Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Zambia and Zimbabwe.

However, You do not have third party liability cover outside of South Africa. As a general rule though, You can normally buy this liability cover from an insurance company in that country when You get to the border posts.

WINDSCREEN EXCESS FREE

We have concluded such a great arrangement with our preferred glass supplier, Windscreen Direct, that We are able to waive Your excesses for a new windscreen replacement should You agree to use them. Windscreen Direct will also come to You in order to make it completely hassle-free. Their equipment and glass complies with all the safety requirements.

Home Safe Chauffeur

Statistics show car incidents as a result of drinking and driving account for a large percentage of accidents, especially at night. We will ensure that you and your vehicle arrive home safely. We Will dispatch two (2) drivers to drive you home in your car.

MOTOR INCLUDING CARAVANS, MOTOR BIKES AND TRAILERS

DEFINITIONS

For this section:

1. You/Your/Yours means the person named on the Schedule and Your spouse.
2. Vehicle means a legally registered South African vehicle which is:
 - 2.1 a private car, station wagon, motorised caravan, bakkie, sports utility vehicle, light delivery vehicle, panelvan or such similar Vehicle all of which has a gross vehicle mass not exceeding 3,500 kg;
 - 2.2 a motorcycle (with or without a side-car), scooter, three wheeler cycle, quad bike, all-terrain vehicles;
 - 2.3 a trailer or caravan which although not self-propelling, is designed or adapted for towing by a Vehicle specified in paragraph 2.1.
3. Regular Driver means the person stated in the Schedule who drives that particular Vehicle more regularly than anyone else.
4. Gross Vehicle Mass means the maximum allowable mass of a fully loaded vehicle.

A. COMPREHENSIVE COVER

1. OWN DAMAGE COVER

- 1.1 If the Vehicle or any part of it is stolen or damaged We will at Our election indemnify You by paying for its repair by a repairer acceptable to Us or replacement or paying to You the value of the Vehicle. If the Vehicle is the subject of an instalment sale or lease agreement then any money due to You will be used first towards the repayment of the debt under the agreement.
- 1.2 If within 12 consecutive months of first registration the Vehicle is:
 - 1.2.1 stolen or hijacked and not recovered; or
 - 1.2.2 damaged and the assessed cost of repairs is such that the Vehicle is deemed by Us to be uneconomical to repair, then We shall pay the current purchase price of a new Vehicle of the same or a similar model.
- 1.3 If the Vehicle is stolen or declared by Us to be uneconomical to repair more than 12 consecutive months after first registration then We shall pay the reasonable retail value of the Vehicle at the time of loss or damage.
- 1.4 You are liable for the excess portion of every claim and the excess amount is shown in the Schedule.
- 1.5 If Your Vehicle is stolen, hijacked or written off then we will not refund to You that amount of the unexpired period of insurance.
- 1.6 The value of the Vehicle shall be determined with reference to the Auto Dealers Guide or any other recognised and reputable source in working out values for the Vehicle as at the time of the loss. We may adjust the retail figure to take into account pre-loss condition, mileage (kilometres), corrosion or other factors that the motor trade considers when determining the retail value of vehicles.
- 1.7 **If any part of the Vehicle is not available and this delays the repairs, We will not compensate You for any loss or liability that may arise as a result of the delay.**
- 1.8 Any Vehicle accessory that is not a standard factory fitted accessory must be noted specifically in the Schedule.

2. TOWING, STORAGE, STAND BY YOU AND GETTING YOU HOME

For You to qualify for any of these covers, You must contact the ONE Assist 24 hour Help Desk which You can do either by activating Your Intelligent Panic (and We will call You) or You can phone Us on 0861 000 286. **If You do not make the arrangements through Us then You will not be entitled to these benefits.**

- 2.1 We will pay all reasonable costs of towing and storage of Your Vehicle damaged in an accident on condition that You arrange the towing through the ONE Assist 24 hour Help Desk. They will arrange for someone to tow Your Vehicle to one of Our approved panelbeaters that will ensure that Your Vehicle is well looked after and that the repairs are guaranteed.
- 2.2 **If You do not use our 24 hour Help Desk then We will not be liable for any amount in excess of R1,850 for the unauthorised towing and storage charges. You will be liable for the amount exceeding R1,850.**
- 2.3 If Your Vehicle is being towed then You are going to need a lift home and ONE Assist will arrange:
 - 2.3.1 for Your safe return home even if We need to arrange a taxi to come and give You a lift home subject to a limit of R500 per event; or
 - 2.3.2 car hire if You are further than 100kms from Your home subject to a limit of R500 per event; or
 - 2.3.3 emergency overnight accommodation if You are further than 100kms from Your home subject to a limit of R1,500 for one night only.
- 2.4 If You are feeling unsafe then We will send an armed security guard to stand by You until help arrives. This service is managed by the "AA Stand By You" and is limited to selected areas of Johannesburg, Tshwane, Midrand, Cape Town, Paarl, George, Hermanus, Port Elizabeth, Durban, Bloemfontein, East London, Kimberley, Pietermaritzburg, Witbank, Rustenburg, Brits, Hartebeespoort, Nelspruit, Polokwane, Welkom and the Vaal Triangle.
- 2.5 If Your caravan or trailer which is insured with ONE is damaged in an accident then We will arrange for it to be towed to an approved repairer subject to a limit of indemnity of R2,000.

3. DELIVERY AFTER REPAIR

We will pay the reasonable cost of delivering Your Vehicle to Your address which must be within South Africa after it has been repaired.

4. MEDICAL EXPENSES

If one of Your passengers is injured as a direct result of an accident, We will pay the medical expenses in connection with the injury up to R2,500 for each passenger injured.

5. GLASS

- 5.1 We will pay for the repairs or replacement to window and headlamp glass and We will not recognise it as a claim for the purposes of calculating Your premium.
- 5.2 If Your windscreen can be repaired then You will not pay any excess but if it is replaced there is an excess.
 - 5.2.1 There will be no excess should You elect to use Windscreen Direct to replace Your windscreen.

6. LOSS OF KEYS

If You lose Your keys or remotes, or Your locks are damaged then We will pay for their repair or replacement up to a limit of R10,000.

7. EMERGENCY REPAIRS AND FURTHER DAMAGE AFTER AN ACCIDENT

- 7.1 If the Vehicle is disabled due to any loss or damage insured under this Policy, We will pay for the reasonable emergency repairs up to an amount of R5,000 without Our prior authorisation on condition that You provide Us with an itemised invoice.
- 7.2 If Your Vehicle is in an accident or it breaks down and You use it before it has been repaired then We will not be liable for any consequential damage.

8. IN THE EVENT OF A HIJACK OR A VIOLENT ACT

For You to qualify for any of these covers, You must contact the ONE Assist 24 hour Help Desk which You can do either by activating Your Intelligent Panic (and We will call You) or You can phone Us on 0861 000 286. **If You do not make the arrangements through Us then You will not be entitled to these benefits.**

- 8.1 In the event of a hijack or violent act of theft or hold-up of the Vehicle then:
 - 8.1.1 We will compensate You for trauma counselling up to an amount of R2,500 per individual and R10,000 any one event;
 - 8.1.2 if Your cellphone is stolen, We will provide You with a cellphone loaded with pre-paid airtime to the value of R100;
 - 8.1.3 if Your credit card is stolen, We will provide You with a R500 pre-loaded debit card;
 - 8.1.4 if Your house keys and house remote are stolen, We will send a locksmith out to change Your stolen locks and remotes up to a limit of R5,000;
 - 8.1.5 if Your car keys are stolen then We will replace the keys up to a limit of R10,000.
- 8.2 Should a claim be made in terms of this section then no further claim may be made under any other section in this Policy for the same covers. This cover cannot be claimed for more than once.

9. CAR HIRE

- 9.1 We will arrange and pay for a hired car while Your Vehicle is being repaired or while Your Vehicle has not been recovered after a theft or hijacking and We are finalising Your claim.
- 9.2 The hired car must be returned as soon as possible but not later than 12 hours of You being notified that Your Vehicle can be collected or that We have settled Your total loss claim. You will be liable for all the hiring costs after 12 hours have expired.
- 9.3 **You will be liable for the car hire costs in the event that Your claim is rejected or Your policy voided.**
- 9.4 You will need to sign and agree to the Terms and Conditions of the car hire company in order to obtain a hired car which includes being held liable for the excess in respect of any damage You may cause to the hired car.
- 9.5 You will also be liable to pay to the car hire company a deposit.
- 9.6 Car hire is limited to comprehensively insured motor vehicles only. **There is no car hire for trailers, caravans, motor bikes, three-wheelers, quad bikes.**
- 9.7 The 30 day car hire that is automatically included in Your cover is an entry level vehicle (typically a 1.3 manual). Should You wish to upgrade Your vehicle type (eg to an automatic) or extend the time period then You will need to take the car hire extension.

10. IN THE EVENT THAT YOU OR YOUR PASSENGER IS INJURED

- 10.1 If You or one of Your passengers is injured in an accident then We will:
 - 10.1.1 provide emergency medical response to the scene of the accident;
 - 10.1.2 provide emergency medical transportation to the nearest appropriate medical facility;
 - 10.1.3 guarantee hospital admittance;

10.1.4 attend to any necessary inter-hospital transfers, on condition that these services are arranged through ONE Assist 24 hour Help Desk and that the emergency is within the orders of South Africa. There is an annual limit of R50,000.

10.2 The Road Accident Fund is a public entity set up by the South African government aimed at making compensation payments to people injured in an accident or to dependants in the event of a fatal accident within South Africa as a result of a third party's negligence. However, the claim process can be very costly, time consuming and complicated. If You or one of Your passengers is injured or killed in an accident We will manage Your or Your passenger's or Your dependant's claim at the Road Accident Fund from start to finish at no cost ensuring that the full compensation benefit is paid out.

11. REPATRIATION

If Your Vehicle is damaged outside of South Africa but within the territorial limits of Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Zambia and Zimbabwe then We shall pay for the costs of transporting Your Vehicle back to the South African border subject to a limit of R20,000 any one claim.

12. CODE 3 VEHICLE

In the event that Your Vehicle is registered as a code 3, the value of Your Vehicle shall be limited to a maximum of 65% of its retail value.

13. ROADSIDE ASSISTANCE AND TOW-IN

13.1 You have access to the following services in the event of a roadside emergency (in other words, the emergency occurred while You were driving) limited to R500 per incident:

13.1.1 Flat battery - jump start only (replacement of battery for Your account)

13.1.2 Flat tyre (help with change of tyre)

Keys locked in vehicle (unlocking only)

Fuel assistance (limited to five liters per incident)

Minor roadside-running repairs (electrical, coil, immobilizer etc.)

13.2 We will arrange for Your Vehicle to be towed in to the nearest approved dealership (if under warranty), repair centre or panel beater in the event of:

13.2.1 Mechanical breakdown – covered up to R500 any one claim

Electrical breakdown – covered up to R500 any one claim

14. HOME SAFE CHAUFFEUR

14.1 We will ensure that You and Your Vehicle arrive home safely. We will dispatch two drivers (where possible) and drive You home in Your vehicle.

14.2 All drivers are in possession of a public driver's permit, carry a cellphone and dress professionally. The drivers all speak English.

14.3 You are entitled to use this service 6 times per annum. Each incident capped at R500, any costs incurred over and above this will be for Your own account.

14.4 Bookings can be arranged between the following hours:

- Mondays to Thursdays 17:00 - 01:00
- Fridays 15:00 - 03:00
- Saturdays 16:00 - 02:00
- Sundays 16:00 - Midnight

14.5 The service is available within 50KM radius of city centres in Johannesburg, Pretoria, Durban and Cape Town.

- 14.6 At the specified time and location, the call centre will notify You that the pick-up driver has arrived at which time You will have 15 minutes to meet the driver. After 15 minutes, the call centre will notify You that the pick-up Driver will be leaving and the trip will be cancelled.
- 14.7 Cancellation and rescheduling fees:
- Two hours prior to booked collection time - nil
 - One hour prior to booked collection time - one incident will be eliminated

LIABILITY COVER

1. We will indemnify You against all sums including claimant's costs and expenses for which You become legally liable for:
 - 1.1 accidental death or bodily injury to any person;
 - 1.2 accidental damage to property.
2. We will also indemnify any person who is driving or using the Vehicle with Your permission provided such person:
 - 2.1 is not entitled to indemnity under any other policy;
 - 2.2 has complied with all the terms of the policy as if that person were You;
 - 2.3 has not been refused any motor vehicle insurance.
3. We will also indemnify You while driving a Vehicle that is not owned by You nor is it being purchased, leased or hired by You under a credit or similar agreement.
4. We will instruct and pay for Our own attorneys to represent You in any civil action that is brought or threatened to be brought against You and You must advise Us immediately You become aware of any action or pending action against You in this regard. You will be liable for all costs of any attorney appointed by You.
5. We may arrange for:
 - 5.1 representation at any inquiry into death;
 - 5.2 the defence of criminal proceedings arising from any act related to an indemnifiable event.

1. SPECIAL EXCLUSIONS FOR OWN DAMAGE COVER

We will not be liable for:

- 1.1 more than 5% of the value of Your Vehicle for any type of sound system except if it is the factory fitted original sound system or specified by You on Your Schedule;
- 1.2 depreciation, loss of value as a result of a loss or damage, gradually operating causes, wear and tear, mechanical or electrical breakdown failure or breakage;
- 1.3 damage to tyres, rims, mags, suspension or road wheels by application of brakes or by road punctures cuts or bursts caused by obstacles or the inequalities of the road surfaces.

2. SPECIAL EXCLUSION FOR LIABILITY TO THIRD PARTIES

We will not be liable for:

- 2.1 death of or bodily injury to:
 - 2.1.1 a member of Your family normally resident with You;
 - 2.1.2 any person being carried in or on the trailer or caravan;
 - 2.1.3 an employee, other than domestic staff, of Yours or Your family who is killed or injured in the course of such employment;

- 2.1.4 any passenger not being conveyed inside a car or in the permanently enclosed passenger-carrying compartment or cab of any goods-carrying vehicle;
- 2.1.5 any person in or on or getting on or off from the back of an open-backed vehicle, scooter, motorcycle, quad bike or three wheeled motorcycle.
- 2.2 damage to property:
 - 2.2.1 belonging to or held in trust by or in the custody or control of You or Your family;
 - 2.2.2 being carried in the trailer or caravan.
- 2.3 any claim or liability that:
 - 2.3.1 is prohibited, limited or covered in terms of the Road Accident Fund Act 56 of 1996 (as amended or replaced) or any similar legislation;
 - 2.3.2 is caused, sustained or incurred outside the borders of South Africa.

3. GENERAL EXCLUSIONS APPLICABLE TO ENTIRE MOTOR SECTION

- 3.1 We will not be liable for loss, damage, injury or liability arising while the Vehicle is being driven or used:
 - 3.1.1 other than in accordance with the Description of Use;
 - 3.1.2 by You while under the influence of intoxicating liquor or drugs or when the blood or breath alcohol concentration exceeds the legal limit;
 - 3.1.3 by any other person You know or could reasonably suspect to be under the influence of intoxicating liquor or drugs or when the blood or breath alcohol concentration exceeds the legal limit;
 - 3.1.4 by You or by any other person with Your permission who does not hold a current licence to drive the Vehicle irrespective of where the Vehicle is being driven;
 - 3.1.5 by You or by any other person with Your permission who holds a learner's license but who is not complying with the applicable legislation;
 - 3.1.6 in a condition which does not comply with the provisions and regulations of the National Road Traffic Act No 93 of 1996 or any similar legislation and which as a result thereof contributes or causes to the loss, damage, injury or liability;
 - 3.1.7 by any person who is in possession of a license that has been endorsed or cancelled, whether the endorsement or cancellation is on the license or with the authorities, or who has been convicted of negligent or reckless driving within three years from the date of the accident unless We have agreed to provide the cover in writing;
 - 3.1.8 to convey explosives or other hazardous goods such as nitro-glycerine, dynamite, chemicals, compressed gasses, gasses in liquid form, hazardous waste or liquid petroleum;
 - 3.1.9 outside the territorial limits of Botswana, Lesotho, Malawi, Mozambique, Namibia, South Africa, Swaziland, Zambia and Zimbabwe.
- 3.2 We will not be liable for any claim or liability:
 - 3.2.1 while a goods vehicle is being used to carry goods for business or professional purposes;
 - 3.2.2 arising out of contract;
 - 3.2.3 caused by theft arising from fraudulent devices or means;
 - 3.2.4 arising from consequential loss;
 - 3.2.5 following any exchange or sale transaction (whether complete or incomplete) including theft through false pretences or fraud.

4. SPECIAL EXCLUSIONS APPLICABLE TO MOTORBIKES, THREE WHEELER AND QUAD BIKES

- 4.1 These exclusions are in addition to the General Exclusions.
- 4.2 We will not be liable for:

- 4.2.1 theft of accessories unless the Vehicle is stolen at the same time and then not more than R5,000 in total for any one claim for accessories (unless supplied by the manufacturer when purchased new);
- 4.2.2 any type of sound reproduction or radio equipment.

5. SPECIAL EXCLUSIONS APPLICABLE TO CARAVAN AND TRAILER

- 5.1 These exclusions are in addition to the General Exclusions.
- 5.2 We will not be liable for any loss, damage, injury or liability while the Caravan or Trailer:
 - 5.2.1 is being used other than for social domestic and pleasure purposes.
 - 5.2.2 Is not being towed by a Vehicle that is suitable and equipped to tow the Caravan or Trailer.
 - 5.2.3 Is not being towed by a Vehicle that is insured by Us (unless as a result of an Insured Event).

SPECIAL CONDITIONS

1. FIRST AMOUNT PAYABLE

You will be responsible for the first amount payable shown in the Schedule which will be calculated separately for each Vehicle.

2. DESCRIPTION OF USE

- 2.1 Where the Class of Use is shown in the schedule as Private the Vehicle is only insured whilst being used for private, domestic and pleasure purposes including travel to and from work, but **You will not be insured for business and professional purposes, hiring, carriage of passengers for hire or carriage of fare-paying passengers, driving instruction for reward, racing, armed response or reaction, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade.**
- 2.2 Where the Class of Use is shown in the schedule as Business the Vehicle is only insured whilst being used for private, domestic, pleasure, business and professional purposes, including travel to and from work but **You will not be insured for hiring, carriage of passengers for hire or carriage of fare-paying passengers, commercial travelling, driving instruction for reward, racing, armed response or reaction, speed or other contests, rallies, trials or use for any purpose in connection with the motor trade.**
- 2.3 The term “motor trade” will not invalidate any cover provided to You while the Vehicle is in the custody or control of any member of the motor trade and used for its maintenance or repair.

3. VEHICLE SHARING

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

- 3.1 the passengers are not being carried in the course of a passenger-carrying business;
- 3.2 no payment received for such journeys involves any element of profit.

4. TRAFFIC OFFENCES

It is a condition of this insurance that You notify Us in writing immediately:

- 4.1 any driving licence issued to You or Your authorised driver is endorsed, suspended or cancelled;
- 4.2 You or Your authorised driver is convicted of reckless and negligent driving;
- 4.3 You or Your authorised driver is convicted of driving under the influence of alcohol or drugs or of driving with a blood alcohol concentration level that exceeds the legal limit.

5. CARE OF VEHICLE

You shall take all reasonable steps to protect and maintain the Vehicle in accordance with the roadworthy requirements of any legislation applying within the territorial limits. We will have the right of access to examine the Vehicle or any part of it at any time.

6. LAYING A CHARGE

You must lay a criminal charge within 48 hours of such unlawful use (which charge may not be withdrawn) against anyone who uses the Vehicle without Your knowledge or consent. If You withdraw the charge without Our consent then You shall repay all amounts paid for Your claim.

7. VEHICLE TRACKING WARRANTY (Applicable only if shown in the Motor schedule to apply)

- 7.1 If We insist upon a Vehicle Tracking Unit then You will be deemed to have warranted that an approved tracking and recovery system is installed in the Vehicle and is kept fully operational under a contract with the service provider throughout the currency of this Policy.
- 7.2 Should it be established that You have not complied with this warranty, You will not be indemnified for theft or hijacking.

8. SECURITY DEVICES

If You have declared any security devices to Us or should We require any such security device then the security device must be in working order and applied at the time of the loss failing which We shall not be liable for loss or damage resulting from theft.

9. SPARE PARTS CLAUSE

If any part, accessory or fitment needing to be repaired or replaced, following insured damage to the Vehicle being unobtainable in South Africa, our liability shall be limited to payment of a sum equal to the value of a standard ready manufactured part, accessory or fitment at the date of loss or damage, but not exceeding the manufacturer's latest list price.

OPTIONAL REDUCED MOTOR COVER LIMITATIONS

(Only applicable if the Schedule shows the scope of cover as)

B. THIRD PARTY, FIRE & THEFT

1. Loss or damage to the Vehicle is restated as follows:
 - 1.1 If the Vehicle or any part of it is lost or damaged by fire, lightning, explosion, theft or attempted theft, We will at Our option indemnify You by paying for its repair by a repairer acceptable to Us or its replacement or by paying to You the value of the Vehicle less the first amount payable.
 - 1.2 If the Vehicle is the subject of an instalment sale or lease agreement any money due to You will be used first towards the repayment of the debt under the agreement.
2. **For the purposes of this reduced cover, Vehicle shall exclude trailers and caravans.**
3. We will pay all reasonable costs of towing Your Vehicle damaged in an accident on condition that You arrange the towing through the ONE Assist 24 hour Help Desk on 0861 000 286 or by application of the Intelligent Panic. They will arrange for someone to tow Your Vehicle. If You do not use ONE Assist then We shall only contribute up to R1,850 for the towing and storage.
4. The following paragraphs are **deleted** from cover:
 2. **STORAGE, GUARDIAN ANGEL AND A FREE TAXI HOME**
 3. **DELIVERY AFTER REPAIR**
 4. **MEDICAL EXPENSES**
 5. **GLASS**

- 6. LOSS OF KEYS**
- 7. EMERGENCY REPAIRS**
- 8. IN THE EVENT OF A HIJACK OR A VIOLENT ACT**
- 9. CAR HIRE**
- 10. IN THE EVENT THAT YOU OR YOUR PASSENGER IS INJURED**
- 11. REPATRIATION**

C. THIRD PARTY ONLY

You shall only be covered in terms of the LIABILITY TO THIRD PARTIES.

NOMINATED DRIVER ONLY

If You elect the Nominated Driver condition then Your cover is limited to only that loss or damage that is caused or arises while the Vehicle is being used or driven by You or Your spouse. We will not be liable for any claim, loss or damage that arises while the Vehicle is being used by anyone or under the control of anyone other than You or Your spouse.

OPTIONAL EXTENSIONS OF MOTOR COVER

(If stated in the Schedule to apply)

The following extensions are conditional upon Our accepting liability under a comprehensive claim.

CAR HIRE

- 1. Upgrade your car hire
 - 1.1 You may upgrade:
 - 1.1.1 Your car type; or
 - 1.1.2 the period of the car hire, which upgrade will be detailed in the Schedule.
 - 1.2 You may not upgrade Your car hire to a type or class of vehicle that is better than Your insured vehicle.

EXCESS WAIVER

- 1. The Excess Waiver Extension will pay Your basic excess.
- 2. It will not pay any punitive or additional excesses that may apply to Your claim.

CREDIT SHORTFALL

- 1. If the Vehicle comprehensively insured under this section is stolen or hijacked and not recovered, or, if the Vehicle is in our opinion damaged beyond economical repair, We will pay to the finance company any difference between the reasonable retail value and the settlement balance outstanding under a valid financing agreement subject to the total payment not exceeding the limit of indemnity stated in the Schedule, less the first amount payable.
- 2. The settlement balance outstanding is defined as the payment due at any specified date that would settle the actual debt owing to the finance company but **excluding**:
 - a. **payments and interest in arrears,**
 - b. **any additional finance charges,**
 - c. **early settlement penalties,**
 - d. **any other amounts refundable to You, and**
 - e. **any legal costs owing to the finance company by You.**

3. Cover under this extension is subject to You providing Us within 30 days of the loss or damage with a certified copy of the finance agreement and a statement of Your account reflecting the settlement balance outstanding as at the date of loss or damage.