



## Policy Wording

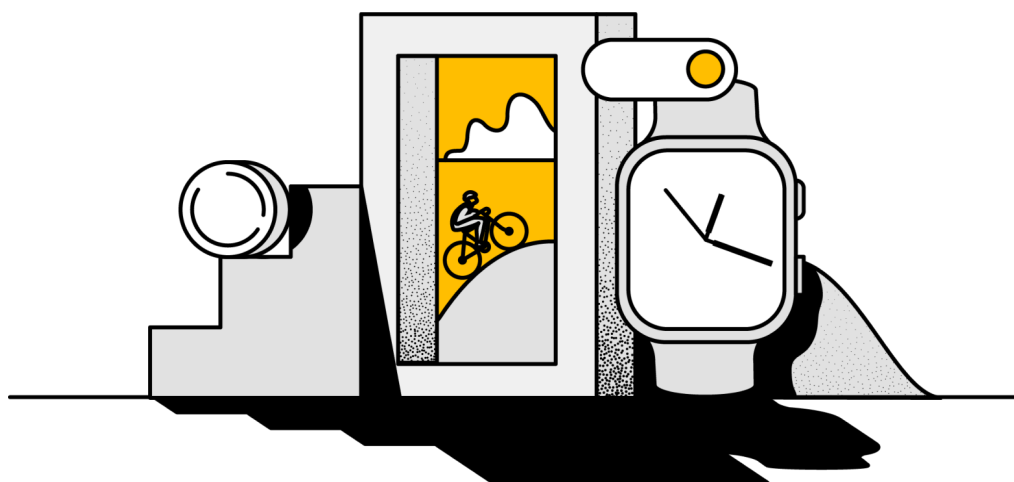
Switch by Santam  
Personal Assets Insurance

This Policy Wording contains the terms and conditions of the Switch by Santam Personal Assets Insurance Policy. *You*, the Policyholder, must carefully read the Policy Wording and *your* applicable *Policy Schedule* as one document to form *your* insurance contract ("Policy") with the Insurer.

*Your* Policy is underwritten by the Insurer, Santam Limited (*we/us/our*). *We* are an authorised financial services provider (FSP 3416). *Our* registered address is 1 Sportica Crescent, Tyger Valley, Bellville, 7530, South Africa.

It is important that *you* understand and follow the terms and conditions of *your* Policy for *your* cover to be valid. *We* may change the terms and conditions of *your* Policy by giving *you* 31 days notice in writing. After 31 days the changes will apply to *your* Policy, unless *you* choose to cancel *your* Policy.

**If you have any questions**, please go to My Account menu in the Switch App ("App") for Live Chat, FAQ and contact details, or visit the online Help Centre at [help.santamswitch.co.za](https://help.santamswitch.co.za).



# Contents

|  |           |
|--|-----------|
| <b>1. General</b>  | <b>3</b>  |
| 1.1 Your responsibilities  | 3         |
| 1.2 Definitions  | 3         |
| 1.3 Payment  | 3         |
| 1.4 Claims   | 4         |
| 1.4.1 Claims process   | 4         |
| 1.4.2 Claims preparation costs                                       | 4         |
| 1.4.3 Settlement   | 4         |
| 1.4.4 Excess   | 5         |
| 1.4.5 Pairs and sets   | 5         |
| 1.4.6 Unavailable parts  | 5         |
| 1.4.7 Interest of a title holder                                     | 5         |
| 1.4.8 Dual insurance   | 5         |
| 1.4.9 Our rights   | 5         |
| 1.4.10 Your rights   | 5         |
| 1.4.11 Fraudulent and deliberate acts                                | 5         |
| 1.4.12 Timelines   | 6         |
| 1.5 Cancellation   | 6         |
| 1.6 Disclosing risk information                                      | 6         |
| 1.7 Fraud  | 6         |
| 1.8 Disclosing and processing personal information                   | 6         |
| 1.9 Jurisdiction   | 7         |
| 1.10 General exclusions  | 7         |
| <b>2. Single Items</b>   | <b>9</b>  |
| 2.1 Definitions  | 9         |
| 2.2 What's covered   | 9         |
| 2.3 Conditions of cover  | 9         |
| 2.4 Exclusions   | 9         |
| 2.4.1 Bicycles: Additional exclusions                                | 10        |
| <b>3. Vehicles</b>   | <b>11</b> |
| 3.1 Definitions  | 11        |
| 3.2 What's covered   | 11        |
| 3.2.1 Parked Risks   | 11        |
| 3.2.1.1 Loss or damage   | 11        |
| 3.2.1.2 Third party liability for your vehicle in South Africa       | 12        |
| 3.2.2 On-The-Go Risks  | 12        |
| 3.2.2.1 Loss or damage   | 12        |
| 3.2.2.2 Third party liability for your vehicle in South Africa       | 12        |
| 3.3 Additional covers (included)                                     | 13        |
| 3.3.1 Keys and remotes   | 13        |
| 3.3.2 Safeguard and tow, and delivery after repairs                  | 13        |
| 3.3.3 Emergency repairs, emergency accommodation and emergency costs | 13        |
| 3.3.4 Vehicle recovery   | 13        |
| 3.3.5 Trauma treatment   | 13        |
| 3.4 Conditions of cover  | 13        |
| 3.4.1 Tracking device  | 13        |
| 3.5 Exclusions   | 14        |
| 3.5.1 Vehicle loss or damage   | 14        |
| 3.5.2 Vehicle liability  | 14        |
| 3.5.3 Vehicle loss or damage and vehicle liability                   | 14        |
| 3.6 Benefits (included)  | 15        |
| 3.6.1 Roadside assistance  | 15        |
| 3.7 SASRIA   | 15        |

# 1. General

## 1.1 Your responsibilities

- To give *us* relevant, true and complete information at all times.
- To inform *us* about any changes to the information we have about *you* and *your* insured assets.
- To understand what is and is not covered by *your* Policy.
- To review *your* Policy documents that *we* send *you*.
- To notify *us* immediately in the event of a query or dispute.
- To pay *your* premiums.
- To take all reasonable steps to prevent or minimise loss, damage, death, injury or liability.

## 1.2 Definitions

Some words used in this Policy have specific meanings as defined below and are italicised. These definitions apply throughout this Policy unless shown differently in any particular section.

***Claim/claims*** means any request for compensation (indemnity) whether or not any amounts have been established for the claim.

***Computer system*** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smartphone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back-up facility.

***Cyber loss*** means any act, whether intentional or unintentional, planned or unplanned, authorised or unauthorised, malicious or criminal, regardless of time and place, or the threat or hoax thereof, affecting, prohibiting access to, processing of, use of or operation of any *computer system* or *data*.

***Data*** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a *computer system*.

***Electricity grid failure or interruption*** means a total or partial interruption, interference, suspension, blackout, failure of any electricity supply affecting the whole of or any area larger than the *Municipality* (be it local, district or metropolitan) within which any insured premises of the Policyholder is located.

***Municipality*** means the “metropolitan municipalities” and “district municipalities” and the “local municipalities”, as defined by the Local Government: Municipal Structures Act 117 of 1998.

***Personal information*** means information relating to *you*, such as gender, date of birth, identity number, entity details, online identifier, social media profile, biometric information (e.g. signature, fingerprint or voice), email and physical addresses, location information, medical and health information, occupation, employment information, financial information, credit risk, tax and VAT information, claims and insurance history, criminal history, assets and liabilities.

***Policy Schedule*** means the annexure forming part of this Policy.

***Power surge*** means a sudden variation of voltage magnitude or a power spike in any electrical system, causing a variance in the supply of electricity.

***We/us/our*** means Santam Limited.

***You/your*** means the Policyholder name shown in the *Policy Schedule*.

## 1.3 Payment

Billing is monthly in arrears. On the 1st day of the month (or closest business day thereafter) *you* will receive an invoice for cover during the previous month, and *your* default credit or debit card will be charged the invoice amount. *You* are responsible for ensuring that the default credit or debit card specified by *you* in the App is a valid card and that the account has sufficient funds available.

If the charge for the invoice amount is not successful on the Due Date, *you* will be notified and *we* will attempt to collect the invoice amount within **15 days** after the Due Date (“grace period”).

During the grace period, *claims* will not be accepted for incidents occurring during the invoice period or the grace period, unless the invoice amount is collected by the end of the grace period.

If the invoice amount is not collected by the end of the grace period, *your* Policy will be cancelled from the Due Date of the invoice which *you* did not pay. *You* will not have cover for any periods of insurance that *you* did not pay.

**Example:** If the Due Date for the invoice amount is 1 July, the last day of the grace period is 16 July. If the invoice amount is not collected by 16 July, the policy will be cancelled from 1 July.

## 1.4 Claims

### 1.4.1 Claims process

#### 1. Actions required of you following an incident:

- a. Take all reasonable steps to prevent any further loss or damage.
- b. Do not carry out or authorise any repairs or replacements without *our* consent.
- c. Immediately report any incident of theft, hijacking, vehicle accidents (if required by law), fire, malicious damage or any other criminal acts involving *your* insured asset to the police. We will request a copy of the police report and case number or police affidavit. If *you* are outside South Africa, *you* must report the incident to law enforcement in the country where the incident occurred.
- d. Do not without *our* written consent admit liability, offer, promise or pay in respect of any incident that may result in a *claim*.
- e. If *your* insured asset is damaged outside South Africa, *you* are required to get the asset back to South Africa at *your* own cost for a *claim* to be considered.
- f. If *your* insured asset is uneconomical to repair, or is recovered after *your claim* is settled, keep it and all parts. This is referred to as salvage which we reserve the right to collect.

#### 2. Notifying us about a *claim* (or potential *claim*):

- a. *You* must notify *us* about a *claim* in the App within **15 days** after the date of the incident that gives rise to the *claim* (to avoid *your claim* being rejected due to late notification). If *you* do not have access to the App, please send an email to [claims@santamswitch.co.za](mailto:claims@santamswitch.co.za).
- b. If *you* submit a *claim*, we reserve the right to collect (or otherwise reserve) all premiums accrued up to and including the incident date, before processing the *claim*.
- c. Inform *us* of any other insurance policy that may cover the same incident.
- d. If *you* become aware of any possible prosecution, legal proceedings or claim against *you* following an incident, immediately inform *us* in writing at [claims@santamswitch.co.za](mailto:claims@santamswitch.co.za).

#### 3. Information required from you during/after a *claim*:

- a. In the event of loss or theft, we require proof of ownership of *your* insured asset.
- b. We may request additional information and documentation during the *claim* process. *You* are required to provide *us* with *your* reasonable assistance in this regard.
- c. If *your* insured asset is repaired, we may request photos, videos and/or documentation relating to the repaired asset. If *your* insured asset is replaced and *you* want to insure the replacement, *you* need to add it as a new asset in the App.

### 1.4.2 Claims preparation costs

We will compensate *you* (up to the amount shown in *your Policy Schedule*) for costs *you* incur in producing and certifying any details that we may require to enable *us* to process *your claim*. If *you* have a *claim* under more than one section of this Policy which was caused by a single event, we will only compensate *you* for claims preparation costs under one section.

### 1.4.3 Settlement

Once we confirm that all premiums accrued up to and including the incident date have been collected (or otherwise reserved) and we are satisfied with the information and documentation *you* have provided, we will choose to settle any valid *claims* (up to a maximum value of the Sum Insured less the Excess) in any of the following ways:

- repairing at a repairer of *our* choice;
- replacing at a supplier of *our* choice;
- paying cash in the form of an electronic funds transfer (EFT), digital payment or Santam-approved card; or
- any combination of the above.

If we choose to repair or replace, we are not obliged to do so exactly and only as circumstances reasonably allow. If we choose to compensate *you*, any *claim* payouts are made electronically via bank transfer in South Africa with local

currency.

We may require you to sign an agreement of loss before we settle your claim.

#### 1.4.4 Excess

The Excess (shown in your Policy Schedule) is the first amount payable by you for each valid claim. We will settle the remaining amount of the valid claim up to a maximum of the Sum Insured (i.e. we will pay the valid claim amount less the Excess, and the Excess plus our payment will not exceed the Sum Insured).

**Example:** If the cost to repair your insured asset is R10,000 and the Excess is R1,000, you would pay the Excess amount of R1,000 and we would pay R9,000 (i.e. the cost of R10,000 less the Excess of R1,000).

#### 1.4.5 Pairs and sets

If your claim is accepted and an article that is damaged, lost or stolen was part of a pair or set, we will compensate you for the value of the article proportionate to the total value of the pair or set and not the total value of the pair or set. If the article cannot be repaired or replaced separately of the pair or set, we will compensate you for the repair or replacement of the pair or set (limited to the Sum Insured).

#### 1.4.6 Unavailable parts

If your claim is accepted and a part needed to repair your insured asset is not available as a standard (ready-made) part in South Africa, we will pay an amount equal to the value of the part (limited to the Sum Insured). The value of the part will be determined according to the price provided in the most recent catalogue relative to the insured asset. The amount includes the reasonable costs to transport the part (other than by air).

#### 1.4.7 Interest of a title holder

If your claim is accepted and your insured asset is the subject of a credit agreement as defined in the National Credit Act (Act 34 of 2005), we will pay the title holder shown in the credit agreement up to the outstanding amount only (limited to the Sum Insured). If the outstanding amount is less than the Sum Insured, we will pay you the difference.

#### 1.4.8 Dual insurance

If an incident that gives rise to a claim is covered by this Policy and any other insurance, we will not pay more than our proportionate share of the loss.

#### 1.4.9 Our rights

After an incident that may lead to a claim:

- You must allow us to enter the premises where the incident took place and take possession of any damaged property insured by this Policy and deal with it in a manner we consider reasonable. You may not abandon any property to us whether we have taken possession of it or not.
- You must supply all information and assistance that we reasonably require and we may take over the recovery, defence or settlement of a claim and conduct it in your name.
- We may, at any time, relinquish control of any defence, settlement or proceedings and pay you the full amount of our liability, or any lesser amount for which the claim can be settled. If we do so, we will be discharged from all further liability.
- If this Policy provides insurance to you and any other person, we may give any compensation to the other person. This payment will discharge us from any further liability.

#### 1.4.10 Your rights

You may not cede or assign your rights or obligations to another person. No other person may make a claim against us.

#### 1.4.11 Fraudulent and deliberate acts

You will lose all rights to claim under this Policy if:

- a claim is fraudulent, or you or anyone acting on your behalf uses any fraudulent means to obtain any benefit under this Policy;

- a *claim* occurs due to a deliberate act committed by *you* or with *your* involvement or anyone acting on *your* behalf;
- information or documents in support of a *claim*, whether created by *you* or on *your* behalf, are not true, not complete or are fraudulent; or
- the quantum of a *claim* is deliberately exaggerated by *you* or anyone acting on *your* behalf.

### 1.4.12 Timelines

If we reject or dispute *your claim* and *you* wish to appeal the decision, *you* have **90 days** from receipt of *our* rejection or dispute to submit a complaint in writing by sending an email to [complaints@santam.co.za](mailto:complaints@santam.co.za). If we maintain *our* rejection and *you* wish to take legal action against *us*, *you* have a further **180 days** to do so.

We are not liable after 12 months from the date of the incident that gives rise to a *claim*, unless the *claim* is the subject of pending court action or arbitration, or is for amounts that *you* may become legally liable.

## 1.5 Cancellation

*You* can cancel *your* Policy at any time by sending an email to [help@santamswitch.co.za](mailto:help@santamswitch.co.za). *You* will be charged for premiums accrued up to the effective date of cancellation.

We may cancel *your* Policy by providing *you* with 31 days notice in writing to *your* email address shown in the App. However, if *you* do not comply with the terms and conditions of *your* Policy, we may cancel *your* Policy effective immediately. In both of these circumstances we may charge *you* for premiums accrued up to the effective date of cancellation.

## 1.6 Disclosing risk information

If *you* have not given *us* all the details that affect the risk, or have misrepresented or misdescribed any details that affect the risk, we may declare the whole or any part of *your* Policy invalid.

*You* must inform *us* immediately of any change in the risk. If there was any material change in the risk, we may amend the cover and premium from the date of the change. If *you* do not inform *us* of any material change in the risk, we will be entitled to invalidate *your* Policy or reject any *claim* that occurred after the change in the risk.

In respect of this clause, *you/your* includes any person acting on *your* behalf.

## 1.7 Fraud

We may share data about *you*, or any person who *you* represent, with other insurers, law enforcement agencies and anti-fraud data providers in order to help prevent and detect fraud.

If *you*, or any person acting on *your* behalf, knowingly commit fraud, we may invalidate *your* cover and we may not return premiums paid by *you*. We will not pay fraudulent *claims* and we will be entitled to recover from *you* the amount of any fraudulent *claim* already paid by *us*.

## 1.8 Disclosing and processing personal information

In terms of the Protection of Personal Information Act, 4 of 2013, *personal information* provided and obtained is mandatory in order to issue this Policy and is collected, held and processed to improve the service provided to *you* and to provide *you* with access to *our* services and products.

We, *our* authorised agents, advisors, business partners and service providers/contractors may collect *personal information* from *you* directly, from *your* usage of *our* products and services, from *your* engagements and interactions with *us* or from public sources, shared databases and third parties. *Personal information* will not be shared with service providers that may be abroad unless where necessary or where required under certain conditions and where security measures are in place to protect the *personal information*.

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

- Underwriting, assessing the risk, determining the premium and the policy terms;
- Assessment, investigation and processing of *claims*;
- Credit searches and/or verification of *personal information*;
- *Claims* checks;

- Fraud prevention and detection;
- Market research, statistical analysis and surveys;
- Audit and record keeping purposes;
- Verification of *your* identity;
- To comply with an obligation imposed by any law on *us*.

The *personal information* may also be shared with service providers engaged to process such information on *our* behalf or render services to *us*. We may collect, retain, process and verify *your personal information*, insurance and/or *claim* information.

You acknowledge that any *personal information* collected may be stored in a shared database and used for any decision pertaining to the continuance of this Policy or any *claim* submitted. You acknowledge and understand that any *personal information* may be given to any insurer or its agent and *our* authorised agents, advisors, business partners and service providers/contractors.

You acknowledge that the information may be verified against legally recognised sources or databases.

We will retain the *personal information* for so long as required or entitled by law, after the termination of this Policy and as such, this consent clause will remain in force even after this Policy has been terminated. You may request details of *your personal information* that is held by *us* and you may also request that any errors be corrected.

To view *our* full privacy statement, please visit *our* website on [www.santam.co.za](http://www.santam.co.za).

## 1.9 Jurisdiction

This Policy is subject to the jurisdiction of the courts of the Republic of South Africa. South African law will apply.

## 1.10 General exclusions

We will not cover any loss, damage or legal responsibility which is directly or indirectly caused by, contributed by, or results from or relates to, arising out of or in connection with, any of the following:

1. Riots, wars, political acts, public disorder, terrorism or any attempted acts of this kind, including –
  - a. Civil commotion, labour disturbances, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the aforementioned.
  - b. Any act or activity of looting committed as part of the acts of riots (political and non-political); strikes (legal and illegal); public disorder; civil commotion; labour disturbance; xenophobia or Afrophobia acts.
  - c. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), or civil war.
  - d. Mutiny, popular uprising, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege, insurrection, rebellion or revolution.
  - e. Any act or attempted act (whether on behalf of an organisation, body, person or group of persons) calculated or directed to overthrow or influence any state or government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence.
  - f. Any act or attempted act calculated or directed to bring about loss or damage to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any state or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof.
  - g. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event referred to in any of this clause 1.10 General exclusions: a to f above.
  - h. Any act of terrorism which means the use or threat of violence for political, religious, personal or ideological reasons. This may or may not include an act that is harmful to human life. It could be committed by any person or group of persons, acting alone, on behalf of or with any organisation or government. It includes any act committed with the intention to influence any government or inspire fear in the public.
2. Incidents that happen for which the associated damage is covered by legislation, per below –
  - a. We will not cover any loss, damage or legal responsibility which is caused by or results from or relates to:
    - i. any event for which a fund has been established under the War Damage Insurance and



- Compensation Act (Act 85 of 1976) of the Republic of South Africa or any similar act operative in any of the countries to which this Policy applies;
    - ii. any event where compensation can or could be claimed or may be due from any compulsory motor vehicle insurance legislation, the Road Accident Fund Act or any legislation enacted for the purpose of providing compensation for loss, damage or liability caused by a motor vehicle;
    - iii. any event where compensation can or could be claimed or may be due from the Occupational Health and Safety Act;
    - iv. any event where compensation can or could be claimed or may be due from the Compensation for Occupational Injuries and Diseases Act (COIDA).
  - b. These exclusions apply regardless of whether the applicable legislative fund is unable or incapable of paying compensation, or whether or not such compensation has been claimed, paid or received in terms of the relevant Acts.
- 3. We will not be liable for the provision of any cover, the payment of any *claim* and the provision of any benefit under this Policy, to the extent that the provision of such cover, payment of such *claim* or provision of any benefit by *us* would expose *us* to any sanction, prohibition or restriction under any United Nations resolutions, the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or the United States of America, South Africa or any other sanctions applicable to *us* or our reinsurers irrespective of enactment in the jurisdiction where the indemnity or benefit is provided or payment made.
- 4. Nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, which includes any self-sustaining process of nuclear fission.
- 5. Nationalisation, confiscation, commandeering, requisition, wilful destruction, forfeiture, attachment, impounding, seizure or preservation or any similar actions or processes by any court order, customs officials, police, crime prevention units, or lawfully constituted authority or officials.
- 6. Any liability *you* have as a result of an agreement *you* entered, unless *you* would have been liable if the agreement did not exist.
- 7. Consequential or indirect loss.
- 8. *Cyber loss*, per below –
  - a. We will not cover any loss, damage, legal liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a *cyber loss*, or series of *cyber losses*, including:
    - i. any loss of, alteration of, or damage to or a reduction in the functionality or availability of a *computer system*, unless subject to the provisions of point b. below;
    - ii. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any *data*, including any amount pertaining to the value of such *data*;  
  
or any action taken in controlling, preventing, suppressing or remediating the points i or ii above regardless of any other cause or event contributing concurrently or in any other sequence thereto;
    - iii. any loss, damage, liability, *claim*, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any *data*, including any amount pertaining to the value of such *data*, will not be covered under this Policy, nor will it be considered to be physical loss or damage for the purposes of this exclusion or any other section of this Policy.
  - b. Subject to the other terms, conditions and exclusions contained in this Policy, we will provide cover for physical damage to property insured, where such physical damage to the property is directly caused by the following after a *cyber loss* has occurred: fire, lightning, explosion, aircraft or vehicle impact, falling objects, wind, storm, hail, tornado, cyclone, hurricane, earthquake, tsunami, flood or snow.
- 9. *Electricity grid failure or interruption*, per below –
  - a. We will not cover any loss, damage, legal liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of, in connection with *electricity grid failure or interruption*, or the resumption of power thereafter.
  - b. Notwithstanding this General Exclusion loss or damage caused by *power surge* will be covered, provided that this cover will not apply where the *power surge* occurs upon the resumption of the supply of electricity following a scheduled interruption in supply which exceeds 12 consecutive hours.

If we state that a *claim* is not covered because of 1 to 9 above, *you* must prove the contrary.



## 2. Single Items

### 2.1 Definitions

Some words used in this section (2. Single Items) have specific meanings as defined below and are italicised.

**Approved** means, specifically in respect of locks and cables or chains: a cable that is at least 12mm thick with an integrated lock; or a chain that is at least 12mm thick with a closed shackle padlock.

**Item** means the personal property *you* add in the App (shown in *your Policy Schedule*) that *you* own or are legally responsible for according to a written contract. This includes the associated modifications and accessories *you* specify in the App.

**Immovable object** means a solid object incapable of being removed or undone without specialised equipment, and from which *your item* cannot be manoeuvred (e.g. under or over) or removed other than by unlocking the *item* from the immovable object.

**Professional** means to be engaged in an activity for which one receives any monetary compensation.

**Replacement value** means the amount *you* would have to pay to replace *your item* today.

**You/your** means the Policyholder name shown in the *Policy Schedule*, *your* spouse and any other members of *your* family or *your* spouse's family who normally live with *you*.

### 2.2 What's covered

1. We will cover loss of (including theft) or damage to *your item* **worldwide** when cover is switched on for that *item*.
2. We will cover the *replacement value* of *your item* up to a maximum of the Sum Insured (shown in *your Policy Schedule*). It is important that *you* keep this value up to date to ensure *your item* is insured for the correct amount.
3. We will cover use of *your item* in **official events** (e.g. races, competitions) by an amateur participant only (i.e. we will not cover a *professional* participant) (see clause 2.4 Exclusions: 2 below).
4. If *you* switch off cover for every *item* (i.e. *you* do not have any cover at that time), *your* Policy remains in effect and *you* can switch on cover in the future.

### 2.3 Conditions of cover

1. *You* must submit any required photos and videos according to the instructions provided in the App when *you* add *your item*, and if requested, *you* must update any photos and/or videos accordingly. If the photos and videos do not meet *our* criteria, *we* may cancel cover for *your item* from the Cover Start Date and return any collected premiums for the *item*.

### 2.4 Exclusions

1. We will not provide cover **when cover is switched off** for *your item*.
2. We will not cover use of *your item* in a **professional capacity**, except if the *item* is office or home industry equipment owned in a private capacity.
3. We will not cover loss or damage caused by or connected with the following:
  - a. *your* failure to take reasonable care of or to prevent loss of or damage to *your item* such as *your* failure to securely package the *item* during transit;
  - b. *your* own deliberate or malicious act, or those of someone acting on *your* behalf;
  - c. theft from any unattended vehicle (i.e. *you* or an authorised person cannot see the vehicle and are unable to prevent loss or damage) where *your item* is not in the locked luggage compartment or locked interior of the vehicle;
  - d. the cost of reproduction or repair of *data* of any kind;
  - e. anything covered by any manufacturer's warranty, purchase agreement or service contract;
  - f. depreciation;
  - g. gradual causes (e.g. wear and tear, rust, mildew, corrosion, decay);
  - h. superficial damage;
  - i. household pests (e.g. rodents, ants and moths);
  - j. cleaning, repairing or restoring;

- k. mechanical, electrical or electronic breakdown from an inherent defect in the *item*;
- l. any exchange, cash or credit sale agreement, including theft under false pretence and fraud;
- m. electronic viruses, trojans, worms or similar destructive media interferences;
- n. modifications and accessories that *you* have not specified in the App;
- o. any modifications and accessories that are not reasonably associated with *your item* and its typical usage, even if *you* specified these modifications and accessories in the App.

### 2.4.1 Bicycles: Additional exclusions

- 1. In addition to the exclusions above, we will not cover the following in respect of *your* bicycle:
  - a. theft from any unattended private residence (i.e. *you* or an authorised person are not on the premises) where *your* bicycle is not:
    - i. locked inside a building, outbuilding or vehicle; or
    - ii. locked to a vehicle or *immovable object* with an *approved* lock and cable or chain.
  - b. theft from any public place where *your* bicycle is unattended (i.e. *you* or an authorised person cannot see the bicycle and are unable to prevent loss or damage) and the bicycle is not:
    - i. locked inside a building, outbuilding or vehicle; or
    - ii. locked to a vehicle or *immovable object* with an *approved* lock and cable or chain.
  - c. theft at an official event where *your* bicycle is unattended (i.e. *you* or an authorised person cannot see the bicycle and are unable to prevent loss or damage) and the bicycle is not:
    - i. in a designated area provided by an official organiser; or
    - ii. locked inside a building, outbuilding or vehicle; or
    - iii. locked to a vehicle or *immovable object* with an *approved* lock and cable or chain.

## 3. Vehicles

### 3.1 Definitions

Some words used in this section (3. Vehicles) have specific meanings as defined below and are italicised.

**Business use** means *your vehicle* may be used for social, domestic and leisure purposes, as well as for business purposes. (We will not cover usage excluded in clause 3.5 Exclusions below.)

**Car** means a private type of motor car (including station wagons, minibuses, motorised caravans/motorhomes and similar vehicles) designed to seat ten people or fewer (including the driver) and not exceeding 3,500kg in gross vehicle mass.

**Disability event** means any event resulting in:

- a. the loss of a limb or sense organ, or the use thereof by a person; or
- b. a person becoming so physically or mentally impaired, whether totally or partially, or temporarily or permanently, that the person is unable to carry on the functions required for normal activities of life.

**Licence** means a valid driving licence in compliance with legislation of the specific country where *your vehicle* is used at the time of any loss or damage.

**Light delivery vehicle** means a light delivery vehicle (including panel vans and double cabs) not exceeding 3,500kg in gross vehicle mass.

**Private use** means *your vehicle* may be used for social, domestic and leisure purposes, and travel between *your* home and primary place of work. *Your vehicle* may be used for business purposes in exceptional circumstances only. (We will not cover usage excluded in clause 3.5 Exclusions below.)

**Regular driver** means the person shown in *your Policy Schedule* who drives *your vehicle* most frequently.

**Retail value** means the retail price from the TransUnion Auto Dealer's Guide (or any similar publication approved by us). The retail price is an estimate of the amount most dealers would be prepared to sell *your vehicle* for based on make, model and age, and assumes average mileage and good condition. This price includes any factory-fitted accessories and modifications listed in the manufacturer's standard specification.

**Vehicle** means the *car* or *light delivery vehicle* you add in the App (shown in *your Policy Schedule*). This includes the standard tools, accessories and spare parts in or on it, factory-fitted modifications and accessories listed in the manufacturer's standard specification, and extra modifications and accessories specified by you in the App (shown in *your Policy Schedule*).

**Write off** means that *your vehicle* has been damaged to such an extent that we consider it not economically viable or safe to repair.

**You/your** means the Policyholder name shown in the *Policy Schedule*, *your* spouse and the *regular driver* shown in the *Policy Schedule*.

### 3.2 What's covered

1. We will cover the *retail value* of *your vehicle*.
2. To cover modifications and accessories not listed in the manufacturer's standard specification, *you* must specify these modifications and accessories in the App. The total Sum Insured for *your vehicle* (shown in *your Policy Schedule*) is the *retail value* plus the value of the modifications and accessories specified by *you*. If the modifications and accessories change, *you* must update these details in the App.
3. We will cover the usage (either *business use* or *private use*) of *your vehicle*, specified by *you* in the App (shown in *your Policy Schedule*).
4. If anything changes in respect of *your vehicle*, including the usage, *regular driver* or *your* physical address, *you* must update these details in the App in order to have cover.
5. We will provide cover in South Africa. We also provide cover (excluding third party liability) in Lesotho, Kingdom of Eswatini, Namibia, Botswana, Zimbabwe, Mozambique and Malawi.

#### 3.2.1 Parked Risks

##### 3.2.1.1 Loss or damage

**Parked Risks** provides comprehensive cover for *your vehicle* when the *vehicle* is parked. There is no cover when *your*

vehicle is being driven by any person or is in transit.

We will provide cover for Parked Risks from the Cover Start Date shown in *your Policy Schedule*. Cover for Parked Risks cannot be switched off, unless *you* remove *your vehicle* from *your* Policy or cancel *your* Policy.

We will cover loss of or damage to *your vehicle* **when the vehicle is parked**, caused by:

- Accidental damage (e.g. *you* accidentally close *your* garage door on *your vehicle*)
- Malicious damage
- Nature (e.g. wind, rain, lightning, hail and snow, earthquake and flood)
- Fire and explosion
- Theft, attempted theft, hijack and attempted hijack

### 3.2.1.2 Third party liability for your vehicle in South Africa

Compensation is limited to the applicable Sum Insured in *your Policy Schedule*, including costs and expenses incurred by *us*, and costs and expenses *you* incur with *our* prior written approval. We are entitled to arrange representations or defences that are the subject of any compensation under this clause.

We will compensate *you*/another person for amounts that *you*/another person are/is legally liable to a third party due to an incident involving ***your vehicle, when the vehicle is parked, while in South Africa***. We will compensate another person using *your vehicle* only if they meet all of these conditions:

- they comply with all the terms and conditions of this Policy in so far as they apply;
- they were using *your vehicle* with *your* express permission;
- they are not entitled to compensation for the third party *claim* by any other insurance policy; and
- they were not refused vehicle insurance or the continuation of any vehicle insurance during the three years before the date of the incident.

## 3.2.2 On-The-Go Risks

### 3.2.2.1 Loss or damage

On-The-Go Risks provides comprehensive cover for *your vehicle* when *your vehicle* is being driven or is in transit.

Cover for On-The-Go Risks can be switched on and off by *you* in the App. *You* can choose to switch off cover for On-The-Go Risks when *your vehicle* is parked. **If cover for On-The-Go Risks is switched off, we will provide cover for Parked Risks only** (see clause 3.2.1 Parked Risks above).

If cover for On-The-Go Risks is switched on, we will cover loss of or damage to *your vehicle*, caused by:

- Accidental damage (e.g. *you* accidentally reverse *your vehicle* into another vehicle)
- Malicious damage
- Nature (e.g. wind, rain, lightning, hail and snow, earthquake and flood)
- Fire and explosion
- Theft, attempted theft, hijack and attempted hijack

**Important:** If *your vehicle* is financed and the finance provider requires continuous cover for both Parked Risks and On-The-Go Risks, *you* should not switch off cover for On-The-Go Risks.

### 3.2.2.2 Third party liability for your vehicle in South Africa

Compensation is limited to the applicable Sum Insured in *your Policy Schedule*, including costs and expenses incurred by *us*, and costs and expenses *you* incur with *our* prior written approval. We are entitled to arrange representations or defences that are the subject of any compensation under this clause.

We will compensate *you*/another person for amounts that *you*/another person are/is legally liable to a third party due to an incident involving ***your vehicle while in South Africa***. We will compensate another person using *your vehicle* only if they meet all of these conditions:

- they comply with all the terms and conditions of this Policy in so far as they apply;
- they were using *your vehicle* with *your* express permission;
- they are not entitled to compensation for the third party *claim* by any other insurance policy; and
- they were not refused vehicle insurance or the continuation of any vehicle insurance during the three years before the date of the incident.

## 3.3 Additional covers (included)

### 3.3.1 Keys and remotes

We will compensate you (up to the amount shown in your *Policy Schedule*) for loss (including theft) or damage to keys (including related locks which must be replaced due to the loss or damage), locks, access cards and remote control units used in connection with your *vehicle*. If necessary, this includes the reprogramming of your *vehicle*'s coded security system. Compensation includes the reasonable costs you incur to call out a locksmith due to an emergency caused by the loss or damage. Cover is worldwide.

### 3.3.2 Safeguard and tow, and delivery after repairs

In the event of a valid *claim* for your *vehicle*, we will compensate you for the reasonable costs of:

- safeguarding and moving your *vehicle* to the nearest repairer;
- delivering your *vehicle* to your home address shown in your *Policy Schedule*, after the completion of our authorised repairs.

### 3.3.3 Emergency repairs, emergency accommodation and emergency costs

In the event of a valid *claim* for your *vehicle*, we will compensate you (up to the amount shown in your *Policy Schedule*) for:

- emergency repairs to enable you to continue with your journey in your *vehicle*. You may authorise these emergency repairs without our prior approval only if the repairer provides a full itemised invoice which must be sent to us;
- emergency accommodation for up to two nights for you and any passenger travelling with you if you cannot complete your journey in your *vehicle*;
- costs of emergency services that you are liable to pay to any public authority.

### 3.3.4 Vehicle recovery

In the event of a valid *claim* for your *vehicle*, we will compensate you (up to the amount shown in your *Policy Schedule*) for recovery of the *vehicle* when it is found after it has been stolen or hijacked, with our prior written approval.

### 3.3.5 Trauma treatment

In the event of a valid *claim* for your *vehicle*, we will compensate you (up to the amount shown in your *Policy Schedule*) for trauma treatment that you incur and pay for which amounted to a *disability event* sustained as a direct result of an accident or if you suffered a hijacking or attempted hijacking of the *vehicle*. The trauma treatment must be given by a registered professional counsellor. It must not be possible to recover the expenses from any other insurance or facility.

## 3.4 Conditions of cover

1. You, or any other person driving your *vehicle*, must be in possession of a *licence*. A person who is learning to drive must comply with legislation applicable to learner drivers.
2. Your *vehicle* must be registered in South Africa in compliance with current South African legislation, as either a Code 1 or Code 2 vehicle.
3. You must submit any required photos and videos according to the instructions provided in the App when you add your *vehicle*, and if requested, you must update any photos and/or videos accordingly. If the photos and videos do not meet our criteria, we may cancel cover for your *vehicle* from the Cover Start Date and return any collected premiums for the *vehicle*.

### 3.4.1 Tracking device

If you specified in the App that your *vehicle* has a tracking device with recovery option activated (shown in your *Policy Schedule*), loss of or damage to the *vehicle* after theft, hijacking, or attempted theft/hijacking will be covered only if:

- the tracking device is installed in or on your *vehicle*;
- a legally valid contract has been entered into between you and the supplier of the tracking device, this contract is in force, and the monthly fees had been paid in full at the time of the theft, hijacking, or attempted theft/hijacking;
- the tracking device has recovery option activated and is in operation at the time of the theft, hijacking, or attempted theft/hijacking;

- the theft or hijacking is immediately reported to the supplier of the tracking device; and
- either the tracking device is self-testing or you have arranged that it is tested at least once every six months.

**Important:** If you no longer have a tracking device with recovery option activated, you must update these details in the App.

## 3.5 Exclusions

The following apply to all the covers of this section (3. Vehicles) irrespective of the sub-headings referring to vehicle.

1. We will not provide cover for On-The-Go Risks when cover for On-The-Go Risks is switched off.
2. We will not cover any of the following uses of *your vehicle*:
  - a. hiring;
  - b. carrying passengers for hire or passengers who pay a fare, other than vehicle sharing to conserve fuel (i.e. carrying passengers for social reasons, including learner commuting and commuting to and from work in vehicles that are not registered or licensed for commuting purposes);
  - c. driving instruction for reward;
  - d. towing another vehicle for reward;
  - e. racing, rallying, competitions involving timing, speed trials, or speed-testing anywhere;
  - f. on a race track, circuit or test circuit;
  - g. carrying explosives, hazardous substances/materials that require permission or permits from authorities;
  - h. carrying more passengers or weight than *your vehicle* is licensed or designed to carry;
  - i. any purpose other than the usage shown in *your Policy Schedule*.

### 3.5.1 Vehicle loss or damage

We will not cover the following:

1. mechanical, electrical or electronic breakdown, failures or breakages, including any consequential loss or damage to any other mechanical, electrical or electronic component as a result of the mentioned breakdown, failure or breakage;
2. depreciation in value whether from repairs or otherwise;
3. gradual damage (e.g. wear, tear, rust, mildew, corrosion, decay);
4. damage to tyres by the application of brakes, or by punctures, cuts or bursts caused by road hazards;
5. damage to the suspension system due to unevenness of the road or other surface;
6. loss or damage from or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and fraud;
7. loss of or damage to *your vehicle*:
  - a. in the possession, custody or control of a member of the motor trade, except for the purpose of maintenance or repair;
  - b. anywhere outside the countries covered (see clause 3.2 What's covered: 5 above).

### 3.5.2 Vehicle liability

In addition to clauses 3.2.1.2 and 3.2.2.2 Third party liability for your vehicle in South Africa (above), we will not cover the following:

1. the amount of any compensation payable by any compulsory motor vehicle insurance legislation. This exclusion applies regardless of whether the applicable legislation is unable to or incapable of providing compensation;
2. *your* legal responsibility arising from:
  - a. using any tool or plant (including any machinery) attached to *your vehicle*;
  - b. death, bodily injury and emotional shock or trauma to any person in South Africa;
  - c. damage to property belonging to *you* or held in trust by *you* or in *your* custody or control;
  - d. damage to property conveyed by or loaded onto or unloaded from any vehicle.
3. legal costs and expenses incurred after the date that we paid or offered to pay the full amount of a *claim*, a lesser amount needed to settle a *claim*, or the maximum amount for which *we* are liable for a *claim*.

### 3.5.3 Vehicle loss or damage and vehicle liability

In addition to clauses 3.2.1.2 and 3.2.2.2 Third party liability for your vehicle in South Africa (above), we will not cover the following:

1. use of *your vehicle* by *you*, or any other person with *your* express or implied permission, while *you*, or the other

- person to *your* knowledge, are under the influence of intoxicating medication, liquor or drugs, or have a blood or breath alcohol concentration that exceeds the legal limit, or refuse to give either a breath or blood sample;
2. use of *your vehicle* by *you*, or any other person with *your* express or implied permission, while *you*, or the other person, do not have a *licence* to drive the *vehicle*, irrespective of where the *vehicle* is being driven;
  3. loss of or damage to *your vehicle* or liability incurred resulting directly from *your vehicle* not being roadworthy.

## 3.6 Benefits (included)

### 3.6.1 Roadside assistance

You have a 24 hour contact for roadside emergency services involving *your vehicle* anywhere within the borders of South Africa per the terms and conditions set out below:

- Assistance, or towing of *your vehicle* to the nearest place of repair or safekeeping, after mechanical or electrical breakdown.
- Assistance to jumpstart *your vehicle*. If *your vehicle* is still under warranty, we will not jumpstart it and instead the *vehicle* will be towed to the most appropriate place of repair or safekeeping.
- Assistance to change tyres of *your vehicle*. If *you* request a tyre change and *you* do not have a spare tyre and instead *your vehicle* needs to be towed, *you* have to pay the cost of towing.
- 10 litres of fuel if *your vehicle* runs out of fuel (up to six times per year).
- Assistance to unlock *your vehicle* if *your* keys are locked inside the *vehicle*, including the call out fee and one hour labour. If we cannot unlock *your vehicle*, we will arrange to have it towed to the most appropriate place of repair, safekeeping or where *you* request. *You* have to pay the cost of towing.
- If the roadside incident occurs more than 100km from *your home*, *you* have access to one of the following services to a maximum of **R500**:
  - accommodation for one night
  - arrangement of a taxi service
  - rental of a class B vehicle (valid credit card to be produced)
- If the roadside incident occurs more than 100km from *your home*, the cost of repatriation (towing or transportation) of *your vehicle* after repair is covered to a maximum of **R500**.

Roadside assistance services are provided by a contracted third party service provider.

## 3.7 SASRIA

SASRIA Limited provides cover for *your vehicle*.

SASRIA covers *you* for any accidental or intentional damage to *your* insured property caused by any person or group of people taking part in a riot, strike, lock-out, public disorder, civil commotion 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 South Africa only.

For a full description of cover and exclusions, see the SASRIA master policy which is available on request from *us*.