

## Business Motor

The business motor section covers motor vehicles that belong to you (the business) and that you list on your declaration for theft or if they are damaged by anything sudden and unforeseen that is not excluded. It also gives you cover for liability for damage caused by the motor vehicle. You may choose to take cover for goods sold or bought by you while being transported (Goods in Transit) in or on your vehicles at an extra premium.

### Full cover (Comprehensive cover)

#### You are covered for

**repair or replacement of your motor vehicle** if it is stolen or damaged. It is our option whether we repair or replace your motor vehicle or pay you.

If within 1 year of you buying your motor vehicle new, it is stolen and not recovered, or is written off, we will either replace your motor vehicle with a new one, or pay you the current purchase price of a new motor vehicle of the same or a similar model or the value (including any additional items) that you declare on your declaration, whichever is the lesser, less the first amount payable.

If your motor vehicle is older than 1 year, then we will pay you the retail value or value (including any additional items) that you declare on your declaration whichever is the lesser, less the first amount payable and

**third party liability** up to a maximum of R5 000 000 per event. This is to cover you if you are found to be legally liable by a court of law in the Republic of South Africa for injury to someone who is not employed by you or a member of your or the household of the driver of the motor vehicle at the time of the accident or for damage to property that does not belong to you and is not in your care and custody only because you own or are driving the motor vehicle that you have declared on your declaration and insured with us. We will also pay additional expenses, at our own option, like the cost of representation at an inquest or a post mortem or for defending you against criminal proceedings in a court of law. It is our choice how much we will pay for any cost or expense.

## Limited cover (Third Party Fire and Theft or Third Party Only)

**If you limit your cover you will pay a lower premium but you will not be able to claim from us except in compliance with the conditions below.**

You may choose on your declaration to take either Fire or theft of your motor vehicle and third party liability (**Third Party Fire and Theft**) or Third party liability only (**Third Party Only**) rather than Full cover (**Comprehensive cover**). If you do this, then the following exclusions apply as well as all the other exclusions and provisions of your policy, including **How you may use your motor vehicle (Description of use)** and **Where you may use your motor vehicle (Territorial limits)**.

### **Additional exclusion if you chose Fire or theft of your motor vehicle and third party liability (Third Party Fire and Theft) on your declaration.**

We will only pay for a claim for damage to your motor vehicle if the damage is caused by fire, self-ignition, lightning, or explosion or by theft or attempted theft. We will not pay for loss of or damage to radios, CD players or any other audio visual equipment in your motor vehicle unless your motor vehicle is stolen. We will not pay for any accident damage to your motor vehicle. We will pay for third party liability up to a maximum of R5 000 000 per event.

### **Additional exclusion if you chose Third party liability only (Third Party Only) on your declaration.**

We will pay for third party liability up to a maximum of R5 000 000 per event only and not for any damage to or theft of your motor vehicle or any accessories.

## Optional cover to choose from

Below is optional cover that you may choose to take on your declaration. **You will be charged an extra premium for this cover.**

### Goods sold or bought by you (the business) while being transported (Goods in Transit)

We will pay up to the limit you choose on your declaration for theft of, or damage as a result of an accident to, goods sold by or purchased by you while in transit on any motor vehicle declared on your declaration or hired by you for the purpose of transporting the goods. Transit starts when the goods are loaded onto the carrying motor vehicle and ends when they are off loaded at the final destination. **If the time in transit is longer than 48 hours then we will not pay your claim.** We will only pay for theft of the goods in transit if it follows the use of force or violence. We will pay up to R10 000 for damage to goods in transit as a result of the breakdown of refrigeration equipment on a vehicle if the breakdown is directly as a result of a hijack of or an accident to the carrying motor vehicle. We will also pay up to R10 000 per event for the removal of debris after an accident to the carrying motor vehicle. We will not pay for consequential loss of any kind, or loss caused by delay, loss of market or depreciation.

### Hire Purchase Shortfall

If your motor vehicle is written off or stolen and what we pay you is less than the amount owing on your hire-purchase or similar agreement, we will pay an additional amount of up to 20% of the retail value of the motor vehicle, or the value that you declared on your declaration, whichever is the lesser, to cover the shortfall.

We will not pay

- (a) any arrears instalments or rentals and the interest that you have to pay on the arrears.
- (b) any refund of premium for cancellation of any insurance cover for the motor vehicle.
- (c) any increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled.
- (d) the first amount payable.

- (e) a claim if the hire-purchase or similar agreement is an agreement where the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% from any other instalment.
- (f) a claim if the shortfall is because of a re-advance under an instalment sale or refinancing in terms of a lease.

### **Car Hire following theft or accident**

If your motor vehicle is stolen or damaged and requires repairs we will, as long as you agree to comply with the terms and conditions of the car hire company and sign documentation required by the car hire company, give you the use of a motor vehicle of our choice on an unlimited mileage basis. You will not have to pay a fuel deposit, toll fees or lubricants or any collection or delivery costs.

We will only provide you with a hire motor vehicle if

- (a) the order for the hire of the motor vehicle from the car hire company is authorised by us.
- (b) the period of the hire starts no more than 21 days after the date of theft or damage and stops on the day your motor vehicle is returned to you after any repairs have been made, or the day on which we pay out your theft claim, or 30 days after the start of the period of hire, whichever is the sooner.

**We will not give you the use of a hired motor vehicle outside of the Republic of South Africa and the hire vehicle may not be used outside of the Republic of South Africa.**

## The meaning of words used

**Motor vehicle** means

- (a) motor cars, light delivery vehicles (bakkies), 4X4 vehicles, 2X4 vehicles, minibuses and similar motor vehicles with a gross motor vehicle mass of 3500 kg or less and with seating for at the most 12 people including the driver
- (b) motorbikes, scooters, golf carts, quad bikes, three wheel motorised bikes or fork-lifts
- (c) caravans and trailers (including permanent fixtures and fittings) that are made to be towed by a towing motor vehicle

that you (the business) or any shareholder in the business owns or hires or leases under a financing or hire-purchase agreement.

**Retail value** means the retail value in the Auto Dealers Guides prepared by Trans Union Auto Information Services for the month in which the loss or damage happened.

**Written off** means that your motor vehicle is damaged and the cost of repairs agreed by us is more than 70% of the current retail value including tax.

## How you may use your motor vehicle (Description of use)

Social, domestic, pleasure, professional purposes and business purposes, **but not** hiring or carrying of passengers for hire or reward or carrying of fare-paying passengers, driving instruction for reward, towing of any vehicle for reward, racing, taking part in speed or other contests or rallies or trials, use on a racetrack whether an organized event or not, use on airport property anywhere other than in the parking or drop-off zone, use in the underground workings of any mine, or any purpose in connection with the motor trade except when in for repairs, service or overhaul.

## Where you may use your motor vehicle (Territorial limits)

We will only pay your claim if the event that causes the claim happens in the Republic of South Africa, Lesotho, Swaziland, Botswana, Namibia, Zimbabwe, Zambia, Malawi, Angola or Mozambique. If your motor vehicle is damaged in an accident outside of the Republic of South Africa, then you must arrange to bring the damaged motor vehicle back to the Republic of South Africa. We will help you by paying up to R5 000 toward these costs. This policy is subject to the Laws and Statutes that apply in the Republic of South Africa and we will only abide by judgments first delivered by or obtained from a court of competent jurisdiction within the Republic of South Africa.

## We will not pay a claim

1. because the value of your motor vehicle is less than it was even if it is only because of repairs after a claim.
2. if the damage was caused by wear and tear, mechanical, electronic or electrical breakdown, or failure of any system.
3. for damage to tyres caused by braking or road punctures, or cuts or bursts from any cause other than malicious damage unless the body of your motor vehicle was damaged in the same accident.
4. for damage to the suspension or shock absorbers caused by uneven road surfaces unless the body of your motor vehicle was damaged in the same accident.
5. because of the detention, confiscation or requisition by customs or other officials or authorities of your motor vehicle.
6. for damage caused by vermin.
7. if you or the third party can claim from any motor vehicle insurance legislation.

8. only because of a contract that you have entered into.
9. for liability as a result of seepage, pollution or environmental impairment unless the seepage or pollution is sudden and unforeseen.
10. for death of or bodily injury to any member of your household or of the household of the driver of the vehicle at the time of the accident, an employee of the business or a co-insured, or who was at the time of the event resulting in the claim a member of your household or of the household of the driver at the time of the accident, an employee of the business or a co-insured.
11. as a result of an event happening while the motor vehicle is being driven or used
  - (a) and the conditions in **How you may use your motor vehicle (Description of use)** or **Where you may use your motor vehicle (Territorial limits)** are not being complied with.
  - (b) by you or any person with your permission and knowledge who is not licensed to drive your motor vehicle unless their or your licence is busy being renewed then the driver must have held and not be disqualified from holding such a licence or unless your motor vehicle is being driven by a learner driver who is obeying the laws that relate to learner drivers.
  - (c) by you or any person with your permission and knowledge who is under the influence of intoxicating liquor or drugs or if the concentration of alcohol in your or their blood or breathe is more than the statutory limit, however it is measured.
  - (d) to transport toxic waste, medical waste, explosives or hazardous goods except in compliance with the SABS standard specifications incorporated in chapter VIII of the National Road Traffic Act 93/1996 covering Dangerous Goods.
  - (e) to carry any load or passengers more than the capacity that the motor vehicle is constructed or licensed to carry.

12. caused by your motor vehicle being in a condition that does not comply with the provisions and regulations of The Road Traffic Act of the Republic of South Africa or any similar legislation that applies in the area that you are using your motor vehicle in.
13. if your motor vehicle is reported stolen and then recovered and you do not to lay a theft charge with the police or withdraw the theft charge.
14. for your legal liability to a third party if your motor vehicle is on a public road and it is not registered or licensed to be on a public road.
15. for any injury, damage or liability directly or indirectly caused by, related to, or in consequence of terrorism, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

**We also cover you for the following benefits at no extra cost**

**Maximum amount payable per event**

**We will pay up to the amount stated for:**

Liability to third parties' while an employee is driving a motor vehicle not owned or leased by you as long as there is no other policy against which the liability can be claimed.

R1 000 000

Damage to your motor vehicle and a third party claim against you while your motor vehicle is being used or driven by any person with your permission as long as that person is not able to claim from any other policy, and has not been refused any motor vehicle insurance by ourselves or any other insurer.

Sum insured or limit of liability on your declaration

Damage to your vehicle and a third party claim against you while towing another vehicle as long as you are not being paid or rewarded for towing the vehicle and we will not pay for damage to the vehicle being towed.

Sum insured or limit of liability on your declaration

Removing your motor vehicle, including debris, after an accident and fire extinguishing charges	R10 000
Replacing locks, keys and remotes for your motor vehicle if the keys or remote has been lost or stolen.	R10 000
Replacing damaged or stolen children's car seats and modifications for disabled drivers in addition to a claim that we pay.	R10 000
Emergency accommodation if your car is stolen or damaged in an accident and cannot be driven happening more than 150km from the address noted on your declaration.	R5 000
Your legal liability for injury to any third party or damage to third party property caused by a trailer or caravan that you own being left unattached to a motor vehicle.	R1 000 000
Damage to a motor vehicle not owned by your business while it is being moved in the parking area of the premises at the address noted on your declaration by one of your employees.	R1 000 000

## Security requirements

If you have stated on your declaration that you have any security devices in your motor vehicle like a tracking device or an immobiliser, then the security device must be active and in working order at the time of the theft of your motor vehicle or we will not pay your claim.

## Provisions of this section

### Motor vehicles with outstanding loan agreements

If you bought your motor vehicle on a hire-purchase or similar agreement, you must state that on your declaration. We will then first pay the owner in terms of the agreement and any remaining amount to you, and you will then have no further claim against us.

### Window glass and sun roofs

If there has been no other damage to your motor vehicle we will pay for damage to window glass (including a sunroof) of the motor vehicle without your claim free group being changed. You will have to pay the first amount payable for glass replacements but if the glass is repaired and not replaced, then you will not have to pay any first amount payable.

### Parts not easily available

If any part needed to repair your motor vehicle is not available in the Republic of South Africa as a standard manufactured article, the most that we will pay is the value of the part at the time of loss or damage. In no case will we pay more than the manufacturer's listed price. We will not pay more because you have to wait for a part before your motor vehicle can be repaired.

### Motor vehicle sharing

If you accept reward for giving lifts to passengers as part of a motor vehicle sharing agreement for social purposes or to and from work, we will not consider it to be excluded under **How you may use your motor vehicle (Description of use)** as long as the passengers are not being carried in the course of a passenger-carrying business and the total reward that you receive does not involve any element of profit.

### Driver's licences and traffic offences

You must advise us as soon as you become aware that your driver's licence, or anyone that you allow to drive your motor vehicle driver's licence, has been endorsed, suspended or cancelled or that you, or anyone that you allow to drive your motor vehicle has been charged or been convicted of negligent, reckless, drunken or improper driving. If you do not advise us then we will not pay your claim.