

## General Section

### The meaning of words used that apply to all sections of your policy wording

Unless we define a word more specifically in any section of your policy wording to apply to that section only, the following meanings of words used apply to all sections of your policy wording, your declaration, policy schedule and any endorsements to your wording.

**You, your, yours** means you and/or the business that is insured by this policy.

A member of the **household** is the life partner and any members of the family of your or the employee or director or shareholder of the business or any person that has lived with you or the employee, director or shareholder for a period in excess of 90 days.

**We, us, our** means the insurer, Infiniti Insurance Limited.

**Damage** is the accidental loss of or physical damage to tangible property insured by this policy.

**Stolen (theft)** is when your tangible property insured by this policy is taken from you by a third party without your permission and not given back to you, and you are not able to find and recover it.

**Accidental damage** is **damage** caused by something other than theft, malicious damage, fire, lightning, explosion, storm, wind, water, rain, snow, hail or earthquake.

**Injury** is death or bodily injury caused by violent external physical means.

**Liability** is when you or you (the business) become legally liable to pay compensation for injury to a third party, or damage to a third party's property.

A **third party** is someone other than you or you (the business) noted in this policy wording and someone that is not employed by the business and is not a director or shareholder of the business or a member of your household.

**Premises** mean the buildings and the area forming part of the same erf surrounding the buildings at the address declared on your declaration.

**Processing** is processing as defined in the Protection of Personal Information Act, 2013 (“POPI”) and includes any operation or activity or any set of operations concerning personal information including collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use of personal information.

## General provisions, exclusions and exceptions that apply to all sections of your policy wording

If you comply with the terms and conditions in this policy and pay the premium to us on or before the due date then we will settle your claim for any motor vehicle that is insured by this policy if it is damaged by an insured event covered by this policy. It is up to us to decide if we will replace, repair or pay you in cash to settle your claim.

These General provisions, exclusions and exceptions apply to all sections of your policy wording unless they are specifically overridden in any section for that section only.

### General provisions

#### 1. Use of your personal information

When you enter into this policy you will be giving us your personal information that may be protected by data protection legislation, including but not only, the Protection of Personal Information Act, 2013 (“POPI”). We will take all reasonable steps to protect your personal information.

You authorise us to

- (a) process your personal information to
  - (i) communicate information to you that you ask us for.
  - (ii) provide you with insurance services.
  - (iii) verify the information you have given us against any source or database.
  - (iv) compile non-personal statistical information about you.
- (b) transmit your personal information to any affiliate, subsidiary or re-insurer so that we can provide insurance services to you and to enable us to further our legitimate interests including statistical analysis, re-insurance and credit control.
- (c) transmit your personal information to any third party service provider, that we may appoint to perform functions relating to your policy on our behalf.

You acknowledge that this consent clause will remain in force even if your policy is cancelled or lapsed.

## **2. Information given to us must be correct**

You need to always give us true and correct information. We decide whether to give you cover or not and what premium to charge based on the information that you fill in on your declaration and so if that information is incorrect or not true or if any of that information changes you must advise us immediately.

## **3. Other insurance**

If you have any other insurance under which you can claim for the same event that you are claiming for under this policy, then we will only pay our portion of the claim and the balance must be claimed from the other insurer. If the item is more specifically insured by another policy, then you must claim from the other policy.

## **4. Cancelling or changing your policy**

You can cancel your policy or make any changes to your policy by giving us notice in writing or by cancelling or changing it online. If we wish to cancel your policy or make any changes to your policy terms, conditions or premium, we must give you 30 days' notice in writing.

## **5. How to pay your premium**

You must pay your premium in advance but you have a 15-day period of grace. If we do not receive your premium by the due date, we will re-submit our payment request 15 days later. If the outstanding premium is not received when we re-submit, then your policy will be cancelled at midnight on the last day of the period of insurance that you did pay us for.

If you have a claim in the period before we re-submit, then you will have to pay us the outstanding premium before we can process your claim.

If you cancel your payment to us, then your policy will be cancelled at midnight on the last day of the period that you did pay us for.

Due date will be the first working day of each calendar month.

We will not have to accept premium given to us except in compliance with the terms above but we may choose to accept premium under other conditions. If we accept premium under conditions other than in compliance with the terms above, then it will be subject to there being no claims outstanding.

## **6. Looking after your motor vehicle**

You must take all reasonable steps and precautions to prevent accidents, theft or damage including, but not only, complying with and adhering to all laws, regulations, rules and by-laws that are material to the risk whether the law, regulation, rule or by-law was in force at the date that your policy was issued or enacted at a later date. If you do not comply with this condition, and you not complying is material to the claim, we may reject your claim.

## **7. How to claim**

- (a) If something happens which could result in a claim then you must, at your own expense
  - (i) advise us within 30 days of the event that could lead to the claim in the simplest way for you and then give us any additional information that we require to handle your claim online.
  - (ii) if the claim involves theft or a motor accident report it to the police and do all that you can to help to find the guilty person and recover the stolen motor vehicle.
  - (iii) give us any proof, information or declarations that we require to help us to process your claim and immediately send to us any notice of claim or any communication, writ, summons or other legal process issued or commenced against you in connection with the event resulting in the claim.
- (b) We will not pay a claim more than 12 months after the event that caused the claim unless the claim is the subject of pending legal action or is a claim in respect of your legal liability to another person.

- (c) If we do not pay your claim, you have 90 days from the date that we reject or avoid your claim to appeal to us in writing and a further 6 months to take legal action against us. If you do not take legal action against us within this period, you will lose your right to do so.
- (d) If the motor vehicle that we paid a claim for is found, then you must help us in any way possible to identify it. We will pay any costs that you have as a result of helping us. If you refuse to help us when we ask you to then you will have to repay us any money that we paid out for the claim.
- (e) You may not make any statement, admission, offer, promise or payment or give any indemnity to any person without our agreement in writing that you do so.
- (f) You must be able to prove the ownership of the motor vehicle claimed for.
- (g) You are our client and so only you may claim under this policy.
- (h) You can only claim once under one section for damage, theft or liability even if the damage, theft or liability could be claimed under more than one section. You must claim under the section where it is most specifically insured.

## **8. What happens when you claim**

- (a) When you claim against this policy we may take, enter, or keep possession of any damaged motor vehicle but it remains your property.  
We will also take over and conduct in your name the defence or settlement of any claim and prosecute in your name for our benefit. We will be able to negotiate settlement in any way we wish.
- (b) You will, at our expense, help us and allow us to do anything necessary or reasonably needed by us to enforce any rights which would be or have been subrogated to us because we are indemnifying you.
- (c) If there is a claim against you by another person we can choose to pay the limit of indemnity (sum insured) to you and we will then not have to pay anything further.

- (d) We can, at our option, repair, replace, reinstate or pay you cash for the motor vehicle lost or damaged. We will never pay you or anyone who replaces or repairs your motor vehicle more than the sum insured or limit of indemnity on your declaration for that motor vehicle or event.

## **9. Fraud**

If any claim, or any part of any claim, is fraudulent, or if the loss is because of a deliberate act on your part or on the part of any director or shareholder of the company, or if you or they helped anyone to cause the loss, then we will not pay your claim and we may lay a fraud charge against you.

## **10. You must comply with all terms and conditions**

If you do not comply with any of the terms, conditions or warranties of this policy (including but not limited to security requirements) or if you misrepresent any material information we will not pay your claim. The conditions of this policy apply individually to each of the risks insured so that any breach will result in only the risk that was breached being voided.

## **11. First amount payable**

If a first amount payable applies to a claim then we will pay you less this amount. You can find the first amount payable in your policy schedule and on your declaration.

## **12. Where you are covered**

We will only pay claims if the event that causes the claim happens in the Republic of South Africa, Lesotho, Swaziland, Botswana, Namibia, Zimbabwe, Zambia, Malawi, Angola or Mozambique. All claims will be paid in South African Rands. We will only pay up to R5 000 to bring a motor vehicle damaged outside the Republic of South Africa back to the Republic of South Africa.

## **13. Jurisdiction**

This policy will be 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.

## **14. Value -added tax (VAT)**

All sums insured and limits of indemnity are inclusive of VAT at the current rate as promulgated by the applicable legislation.

## **General exclusions and exceptions**

### **1. We will not pay**

- (a) for any loss, damage, injury or claim that you have agreed to because of a contract that you have entered into or because you have sold a motor vehicle and not confirmed with your bank that valid and legal payment has been made before giving the motor vehicle to the other person.
- (b) for consequential loss or damage, unless we specifically agree to pay for such loss or damage somewhere else in this policy.
- (c) for a motor vehicle that has been legally taken away from you or confiscated.
- (d) for damage caused by wear and tear, gradual deterioration, depreciation, electrical or mechanical breakdown, rust, corrosion, mildew, rot, rising damp, moth, vermin, insects, dyeing, cleaning or repair of your motor vehicle.
- (e) for any damage that is not sudden and unforeseen or that happens over a period of time.

### **2. SASRIA exclusion**

- (a) We will not pay for any damage or liability that could be claimed for under the SASRIA wording attached to your policy wording whether your claim is accepted by SASRIA or not. SASRIA cover is automatically given on this section of your policy.