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## MOTOR

### Sub-section A Loss or damage

#### Defined events

Loss of or damage to any vehicle described in the schedule and its accessories and spare parts whilst thereon. In addition, if such vehicle is disabled by reasons of any loss or damage insured hereby, the company will pay the reasonable cost of protection and removal to the nearest repairers and the insured may give instructions for repairs to be executed without the previous consent of the company to the extent of but not exceeding R5,000, provided that a detailed estimate is first obtained and immediately forwarded to the company. The company will also pay the reasonable cost of delivery to the insured, after repair of such loss or damage, not exceeding the reasonable cost of transport to the permanent address of the insured in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi or Mozambique.

provided that

1. the limit of indemnity for each type of vehicle is as stated in the schedule and shall be the maximum amount payable by the company in respect of such loss or damage, but shall not exceed the reasonable market value of the vehicle and its accessories and spare parts at the time of such loss or damage
2. the company may, at its own option, repair, reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage not exceeding the reasonable market value of such vehicle and/or its accessories and/or spare parts at the time of such loss or damage
3. if, to the knowledge of the company, the vehicle is the subject of a suspensive sale or similar agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the company in respect of such loss or damage
4. in respect of each and every occurrence giving rise to a claim (except a claim resulting from fire, lightning or explosion) under this sub-section, the insured shall be responsible for the first amounts payable stated in the schedule (according to the type of vehicle) of any expenditure (or any less expenditure which may be incurred) for which provision is made under this sub-section (including any payment in respect of costs, expenses and fees), and of any expenditure by the company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the company shall include any first amount payable for which the insured is responsible, such amount shall be paid by the insured to the company forthwith
5. the company shall not be liable for more than the amount stated in the schedule (after deduction of the first amounts payable) in respect of the theft or attempted theft of radios, tape players and similar equipment or telephones not supplied by the manufacturers of the vehicle when new.

#### Exceptions to sub-section A

The company shall not be liable to pay for

- (a) consequential loss as a result of any cause whatsoever, depreciation in value whether arising from repairs following a defined event or otherwise, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages
- (b) damage to tyres by application of brakes or by road punctures, cuts or bursts
- (c) damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities
- (d) detention, confiscation or requisition by customs or other officials or authorities.

### Sub-section B Liability to third parties

#### Defined events

Any accident caused by or through or in connection with any vehicle described in the schedule or in connection with the loading and/or unloading of such vehicle in respect of which the insured and/or any passenger becomes legally liable to pay all sums including claimant's costs and expenses in respect of



- (i) death of or bodily injury to any person, but excluding death of or bodily injury to any person in the employ of the insured arising from and in the course of such employment or being a member of the same household as the insured
- (ii) damage to property other than property belonging to the insured or held in trust by or in the custody or control of the insured or being conveyed by, loaded onto or unloaded from such vehicle.

Provided that if any open game viewing vehicle, as described under Vehicle definition 2 (a) (ii), is travelling on a public road such vehicle must be legally licensed to do so in terms of the National Roads Act No 54 of 1971 (as amended).

The company will also, in terms of and subject to the limitations of and for the purposes of this sub-section,

1. pay all costs and expenses incurred with their written consent, and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this sub-section, or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this sub-section, provided that the total of the company's liability under both this extension and sub-section B shall not exceed the limit of indemnity stated to apply to sub-section B
2. indemnify any person who is driving or using such vehicle on the insured's order or with the insured's permission provided that
  - (a) such person shall, as though he were the insured, observe, fulfil and be subject to the terms, exceptions and conditions of this insurance in so far as they can apply
  - (b) such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer
  - (c) indemnity shall not apply in respect of claims made by any member of the same household as such person
  - (d) such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder
3. indemnify the insured while personally driving or using any private type motor car not belonging to him and not leased or hired to him under a lease or suspensive sale agreement, provided the insured is an individual and has insured hereunder a vehicle described under definition (a) or (b) and provided the company shall not be liable for damage to the vehicle being driven or used
4. indemnify the insured in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer), provided the company shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

### Exceptions to sub-section B

The company shall not be liable under this sub-section in respect of

- (a) so much of any compensation or claim as fails within the scope of any compulsory motor vehicle insurance enactment. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected
- (b) death of or injury to any person being carried in or upon or entering or getting onto or alighting from a vehicle described in definition (b), (c), (d) or (e) at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1500kg)
- (c) liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant. This exclusion shall not apply to forklift trucks.

### Limits of indemnity

Unless otherwise stated, the liability of the company under this sub-section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the schedule.

### Sub-section C Medical expenses

#### Defined events

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external and visible means, the company will pay to the insured the medical expenses incurred as a result of such injury up to R10,000 per injured occupant but not exceeding R50,000 in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.



The amount payable under this sub-section shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation.

The term medical expenses includes any costs incurred to free such injured occupant from such vehicle or to bring such injured occupant to a place where medical treatment can be given.

**Defined vehicle but only if it is insured under sub-section A of this section**

1. Any private type motor car or motorised caravan or open vehicle specifically modified and used for game viewing.
2. Any other type of insured vehicle other than a bus or taxi

**Specified part of vehicle in which the injury must occur**

- Anywhere inside the vehicle but in respect of an open game viewing vehicle, anywhere on such vehicle where suitable seating is installed
- The permanently enclosed passenger carrying compartment

## Definitions

**1. Occurrence**

The term occurrence shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance.

**2. Vehicle**

The term vehicle shall mean

- (i) private type motor cars including sport utility vehicles and similar vehicles designed to seat not more than 9 persons including the driver
- (ii) open game viewing vehicles that are specifically manufactured or modified and designed to seat not more than 11 persons including the driver
- (b) commercial vehicles and special type vehicles as described in the schedule
- (c) motor cycles (including motor scooters and 3-wheeled vehicles)
- (d) buses (including any vehicle used for business purposes and designed to seat more than 9 persons, including the driver)
- (e) trailers, i.e. any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle, but excluding any parts or accessories not permanently fitted thereto

any such vehicle being owned by or hired or leased to the insured, including any such vehicle temporarily operated by the insured as replacement for any vehicle out of use for the purpose of overhaul, upkeep and/or repair provided that the insurer's maximum liability shall not exceed the lesser of the market value of the replacement vehicle or the limit of indemnity of the replaced vehicle as stated in the schedule.

## Extensions

**1. Contingent liability extension**

The indemnity under sub-section B includes claims made against

- (a) the insured in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not the property of or provided by the insured, while being used by any partner or director or employee of the insured (hereinafter in this extension referred to as such person)
- (b) any such person in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not belonging to him or to the insured or leased or hired by either of them, but only in so far as such person has not been refused any motor insurance or continuance thereof by any insurer

provided that

- (i) all the words in (b) of the exceptions to sub-section B are deleted
- (ii) the company shall not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in (a) and (b) above



- (iii) the payment by the insured of subsidies or travelling allowances to such person for the use of his own vehicle for official purposes of the insured, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this extension
- (iv) if, at the time of the occurrence of any accident giving rise to a claim under this extension, the insured or such person is entitled to indemnity under any other policy in respect of the same occurrence, the company shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy
- (v) the terms exceptions and conditions of the policy shall otherwise apply.

## 2. Passenger liability extension

Exception (b) to sub-section B shall not apply to vehicles described in definition (b), other than special types, or in definitions (c), (d) or (e). The limit of indemnity for any one occurrence shall not exceed the amount stated in the schedule (Restricted to the Republic of South Africa only).

## 3. Unauthorised passenger liability extension

The indemnity under sub-section B, notwithstanding exception (b) thereto, extends to cover the insured's legal liability for death of or bodily injury to persons while being carried in or upon or entering or getting onto or alighting from any vehicle in contravention of the insured's instructions to their driver not to carry passengers. The limit of indemnity for any one occurrence shall not exceed the amount stated in the schedule (Restricted to the Republic of South Africa only).

## 4. Waiver of subrogation rights

For the purposes of this section, the company waives all rights of subrogation or action which they may have or acquire against any other person to whom the indemnity hereunder applies, and each such person shall observe, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this insurance in so far as they can apply.

## 5. Principals

Notwithstanding Specific exception 2 of this section, the indemnity under sub-section B extends to indemnify, to the extent required by the conditions of any contract of the Building Industries Federation of South Africa, and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by the insured for the purposes of the business, provided that the liability of the company shall not exceed the limit of indemnity stated in the schedule.

## 6. Cross liabilities

Where more than one insured is named in the schedule, the company will indemnify each insured separately and not jointly, and any liability arising between such insured shall be treated as though separate policies had been issued to each, provided that the aggregate liability of the company shall not exceed the limit of indemnity stated in the schedule.

## 7. Riot and strike extension

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of:

- (i) civil commotion, labour disturbances, riot, strike or lockout;
- (ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above;

provided that this extension does not cover:

- (a) loss or damage occurring in the Republic of South Africa and Namibia,-
- (b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- (c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority;



- (e) loss or damage related to or caused by any occurrence referred to in General exception 1 (A) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of provisos (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

### 8. Loss of keys extension

The company will indemnify the insured in respect of the cost of replacing locks and keys, including the remote alarm controller and, if necessary the reprogramming of any coded alarm system of any insured vehicle, following upon the disappearance of any key or alarm controller of such vehicle or following upon the insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller, provided that

- (i) the company's liability shall not exceed, in respect of any one event, the amount of R2,500
- (ii) such amount shall be reduced by a first amount payable of R250 to be borne by the insured

### 9. Fire extinguishing charges extension

All costs up to R5000 relating to the extinguishing or fighting of fire shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which the company may be liable in terms of this section, provided the insured is legally liable for such costs and the insured property was in danger from the fire.

### 10. Wreckage removal extension

The cover provided under sub-section A of this section is extended to include costs and expenses incurred by the insured in respect of the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by a defined event, provided that, in addition to the limit of indemnity under sub-section A of this section, the limit of the company's liability under this extension shall not exceed, in respect of any one occurrence, R10,000

### 11. Credit shortfall extension

If any total loss settlement under sub-section A is less than the amount owing to the financier under a current instalment sale or lease agreement, the company will pay to the insured an additional amount equal to the shortfall less:

- (a) any arrears instalments or rentals including interest payable on such arrears
- (b) all refunds of premium for cancellation of any insurance cover relating to the motor vehicle
- (c) the 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 under sub-section A

provided always that

- (a) the amounts payable shall not exceed the maximum indemnity less the first amount payable under sub-section A
- (b) this endorsement shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10 percent from any other instalment
- (c) if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease the insurance by this extension shall be void.

### 12. Replacement as new extension

If, within 12 months of the date of purchase as new in the name of the insured, an insured vehicle is

- (a) stolen and not recovered or
- (b) damaged to the extent that the Company regards it as uneconomical to repair,

the Company will pay the vehicle manufacturer's current list price of the vehicle as new at the date of the occurrence of the loss. Provided that the Company's liability shall not exceed the sum insured stated in the schedule

### 13. Vehicle Hire Costs (If stated in the schedule to be included)

In consideration of the payment of an agreed additional premium, the company will indemnify the insured against costs incurred for the hire of a motor vehicle from any recognised garage, motor trader or vehicle hire firm during the period that the insured is deprived of the use of an insured vehicle as a result of it being disabled and undergoing repair or having been stolen. The company shall not be liable for hire charges:



- a) Unless the loss or damage is insured by the policy
- b) Exceeding the following amounts:

Motor cars ( definition a)	R 300 per day
Motor vehicles (definition b)	R 400 per day
- c) Incurred for the first three days during which the vehicle is undergoing repair or after the theft has been reported to the company.
- d) Incurred for any period exceeding 21 days after the date of commencement of repairs or the date of theft.  
( The expression “undergoing repair” shall include towing-in and railage where necessitated by any insured damage)

## Memoranda

### 1. Premium adjustment clause

If this section is issued on a non-specified vehicle basis, the insured shall submit to the company at the end of each period of insurance a declaration of the total number of vehicles owned, hired or leased at such expiry date. The company shall, upon receipt of this declaration, make a premium adjustment of 50 percent of the annual rate per vehicle applied to the difference in the number of vehicles at inception or renewal and the number declared.

### 2. War clause

In respect of sub-sections B and C only, General exception 1 is deleted and replaced by the following:

This section does not cover war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

### 3. Description of use clause

Use for social domestic and pleasure purposes and use for the business or occupation of the insured excluding

hiring, carriage of passengers for hire or carriage of fare paying passengers (other than passengers being conveyed in an insured vehicle that is being used directly in connection with the insured's business), racing speed or other contests, rallies, trials, carriage of explosives or carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry or use for any purpose in connection with the motor trade. The indemnity to the insured in connection with any vehicle shall operate while such vehicle is in the custody or control of a member of the motor trade for the purpose of its overhaul, upkeep or repair.

## Optional limitations

### Third party only limitation (if stated in the schedule to be applicable)

Sub-sections A and C and the No-Claim Rebate provisions are cancelled.

### Third party fire and theft only limitation (if stated in the schedule to be applicable)

The liability of the company under sub-section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion or by theft or any attempt thereat. Further, sub-section C and the No-Claim Rebate provisions are cancelled.

## Specific exceptions

### 1. The company shall not be liable for any accident, injury, loss, damage or liability

- (a) whilst the vehicle is being used with the general knowledge and consent of the insured otherwise than in accordance with the description of use clause
- (b) incurred outside the Republic of South Africa, but the insurers will indemnify the insured against loss of or damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit
- (c) incurred while any vehicle is being driven by



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- (i) the insured while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or while not licensed to drive such vehicle
  - (ii) any other person with the general consent of the insured who, to the insured's knowledge, is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself) or who is not licensed to drive such vehicle, but this shall not apply if the insured was unaware that the driver was unlicensed and the insured can prove to the satisfaction of the company that, in the normal course of his business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles.

provided that any driver shall be deemed to be licensed to drive the vehicle if he is complying with the licensing laws relating to any of the territories referred to under Specific exception (b), or if non-compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal, or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learners.

2. The company shall not be liable for any claim arising from contractual liability, unless such liability would have attached to the insured notwithstanding such contractual agreement.

### **Specific condition**

If, during the currency of this section, any driver's licence in favour of the insured or their authorised driver is endorsed, suspended or cancelled, or if he or they shall be charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the company immediately the insured have knowledge of such fact.



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## **EMERGENCY ROADSIDE ASSISTANCE (if stated in the schedule to be included)**

### **Policy Wording: Factory & Industrial Risk Managers**

**Factory & Industrial** offers Policyholders some peace of mind in the event of emergency.

Call **0861 708 007**, for assistance

**These services are available 24/7/365 days**

**Factory & Industrial offers** members some peace of mind in the event of an emergency.

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### **EMERGENCY ROADSIDE ASSISTANCE**

The Call Centre provides immediate access to a team of dedicated case managers, together with a national complement of accredited assistance service providers who will assist with roadside emergencies. The services are only applicable when the service is requested through the Call Centre. Parts, repairs, maintenance services and such other goods and services as indicated below are not included. The Call Centre may, depending on the circumstances, elect to incur the costs of certain items on the member's behalf and recover such costs from the member.

Please note that this product does not constitute an insurance product and the Call Centre therefore does not in any way indemnify the member against losses, liability, expenses or damages suffered.

#### **Vehicles up to 3500kgs**

**Should the member find themselves stranded because of a vehicle breakdown or an accident, the Call Centre will arrange one of the following services:**

#### **Mobile Mechanic Breakdown Service**

Should the vehicle become disabled as a result of mechanical or electrical breakdown, a mobile mechanic will be dispatched. The costs will be for the member's or driver's own account and is payable by the member to the service provider at the time of incident. Service is provided on a best effort basis and is subject to availability of a qualified Service Provider. Should a mechanic not be available to assist at the time of incident, towing assistance will be provided. This service will be arranged up to a 60km roundtrip (from starting point to the point of dispatch).

#### **Flat Battery**

The Call Centre will arrange to have the vehicle jump started. If the Call Centre cannot resolve the problem at the scene, the vehicle will be towed by an appointed Service Provider to the nearest most appropriate place of repair or safety. This service will be arranged up to a 60km roundtrip (from starting point to the point of dispatch).



### **Keys locked in Vehicle**

The Call Centre will arrange to open the vehicle and retrieve the car keys. This service will be arranged up to a 60km roundtrip (from starting point to the point of dispatch). If the Call Centre cannot resolve the problem at the scene, the vehicle will be towed by an appointed Service Provider to the nearest most appropriate place of repair or safety. This service will be arranged up to a 60km roundtrip (from starting point to the point of dispatch). Additional costs for repairs are not included as part of the service and are for the member's account.

### **Flat Tyre**

The Call Centre will arrange to have the tyre changed using the member's spare tyre. In the event that there is no spare tyre, the Call Centre will arrange for the vehicle to be towed to the nearest approved repairer or fitment centre. This service will be arranged up to a 60km roundtrip (from starting point to the point of dispatch).

### **Run out of fuel**

The Call Centre will arrange for fuel to be delivered to the member. The Call Centre will supply up to 10 litres of fuel for the member's account. This service will be arranged up to a 60km roundtrip (from starting point to the point of dispatch) and is limited to 2 incidents per annum. Additional fuel can be arranged at the member's cost.

### **Winching/Extracting Assistance**

Assistance will be provided for extracting the vehicle when accidentally stuck in a ditch or other inaccessible areas, when such location is within 50 metres of a paved road or highway. This service does not include extraction when driving a vehicle off-road or on unpaved highways. Service Provider rates are charged per hour.

### **Mechanical and Electrical Breakdown**

The Call Centre will tow the **vehicle, caravan or trailer** (provided the caravan or trailer is covered on the policy) to the nearest franchised dealer (if under warranty) or to the nearest repairer up to a 60km roundtrip (from starting point to the point of dispatch).

### **Accident Tow**

In the event of an accident, the Call Centre will arrange for the **vehicle, caravan or trailer** (provided the caravan or trailer is on the policy) to be towed to the nearest insurance approved motor body repairer (MBR) from the accident scene. The Service is facilitated within a 300km round-trip (from starting point to the point of dispatch).

### **Storage**

The Call Centre will arrange for the safe storage of the **vehicle, caravan or trailer** (provided the caravan or trailer is covered on the policy) overnight, public holidays or weekends where necessary. On the next working day, the vehicle will be relocated to the nearest approved dealer or repairer. Second Tows will be for the member's account (this excludes tows that are a continuation of the first tow due to a **vehicle, caravan or trailer** that was towed after-hours / over weekends / public holidays).

### **Transmission of Urgent Messages**

The Call Centre will relay messages of delay or changed arrangements to a nominated family member, employee or business colleague at the member's request.

**Should the member find themselves stranded 100km or more from home because of a vehicle breakdown or an accident, the Call Centre will arrange one of the following services:**

### **Courtesy Transport**

A 24-hour, Group B rental vehicle can be arranged for the member by the Call Centre. In order to secure the booking on behalf of the member, the member needs to have a valid driver's licence and credit card.



OR

### Hotel Accommodation

The Call Centre will arrange for one night's hotel accommodation for the driver of the vehicle at one of their preferred providers in the area.

### Roadside Assistance Terms and Conditions

- ) Services will only be rendered to validated members.
- ) Each service will be managed on an individual basis and is highly dependent on traffic, weather and correct information being received.
- ) Roadside assistance services are only available in the event that the breakdown or accident occurs in South Africa, Lesotho or Swaziland. The Call Centre will not refund breakdown or accident assistance charges for incidents that occur in any other country.
  
- ) The service only extends to the towing of one **vehicle and a caravan or trailer on the policy**. Multiple Tows (e.g. where the member requires the vehicle and trailer or caravan to be towed will be arranged by applying the applicable limits and subject to the trailer or caravan being entitled to service. Second Tows will be for the member's account (this excludes tows that are a continuation of the first tow due to a vehicle that was towed after-hours / over weekends / public holidays).
- ) Mechanical Breakdown services are offered whether the **vehicle and a caravan or trailer** breaks down at home or on the road
- ) Battery replacement costs are for the member's account
  - o Limited to South African territory only
- ) The additional per kilometre rate is subject to change in accordance with fuel price fluctuations.
- ) All services must be authorised, arranged and managed by the Call Centre. Any costs incurred through arrangements made by the member without prior authorisation from the Call Centre fall outside of the benefit entitlement.
- ) In the event of a mechanical or electrical breakdown, the **vehicle and a caravan or trailer** is to be towed to the closest franchised dealer or repair centre from the scene of the breakdown per the limits specified.
- ) A member will only be entitled to courtesy transport and overnight accommodation benefits if the vehicle was towed by the service provider and when the member is more than 100km away from his/her permanent place of residence.
- ) An Accident shall be defined as damage to one or more body panels (which will require repair in a body shop) as a result of a collision with another vehicle or object. An accident shall also include instances where the engine catches fire, or where impact with a pothole, kerb or pavement result in damage to the suspension, wheels or undercarriage (and not necessarily the body panels), and where it is clear to the member and the service provider that the damage is of an insurable risk nature, irrespective of whether or not the car is insured. In instances of doubt the service provider shall arbitrate on this latter definition. In the event of the accident being caused by mechanical failure, and in essence where the vehicle under these descriptions is non-driveable, the incident will be considered to be an accident.



- ) In the event of an accident, the **vehicle and caravan or trailer** is to be towed to the closest insurance approved motor body repairer (MBR) from the scene of the accident.
- ) The member will be liable for any costs related to the breaking of window glass should there be no other way to gain access to the vehicle to tow.

### Exclusions

- ) Vehicles not in a roadworthy condition.
- ) If the total mass of the **vehicle, caravan or trailer** exceeds 3500kgs (including the load on board) a more suitable towing vehicle will be needed and as such the member or driver will be liable for additional tow cost attributed to the towing. This is payable to the Service provider at the time of incident.
- ) Taxicabs and limousines, Recreational Vehicles (RVs), or any vehicles in tow
- ) Service to **vehicles and caravans or trailers** with expired safety inspection sticker(s), license plate sticker(s), and/or emission sticker(s) where such stickers are required by law.
- ) Vehicles located at storage facilities.
- ) Cost of parts, replacement keys, replacement tyres, batteries, fluids, lubricants, cost of installation of products, materials, toll fees, and any additional labour relating to towing.
- ) Any fees relating to the dismount/mounting of a drive shaft.
- ) Tyre repair.
- ) Tyre replacement at any location other than a roadside disablement site.
- ) Cost of the replacement tyres and its installation.
- ) Any and all taxes, tolls or fines.
- ) Non-emergency towing or other non-emergency service including but not limited to mounting or removing of any tyres, snow tyres, off-road tyres, chains or similar items.
- ) Shovelling snow from around a vehicle.
- ) Service when a vehicle is snowbound in unploughed areas such as snow banks, snowbound driveways or curb side parking.
- ) Damage or disablement due to flood, fire, or vandalism.
- ) Vehicles located at a place of repair
- ) Service on a vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the vehicle if towed or serviced.
- ) Towing done by other than a licensed service provider, **vehicle, caravan or trailer storage** charges or a second tow for the same disablement.
- ) Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc.
- ) Towing at the direction of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.
- ) Towing for the purpose of disposal (e.g. salvage facility).
- ) Towing of a vehicle off a boat dock or marina unless such facilities are used for intermodal and ocean freight purposes.
- ) Transportation for the member to the vehicle for a service or from the vehicle to another destination after the service has been rendered.
- ) Services may not be requested from a dealer or repair facility.



- ) Service will not be rendered in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the vehicle in the commission of a crime.
- ) Repeated service calls for a vehicle in need of routine maintenance or repair.
- ) Services received independently without prior authorization.

**The service provider does not refund:**

- ) Labour, overtime or cellular-phone charges, toll-gate fees, call-out fees, weekend levies, storage charges, hitching/salvage/recovery (defined as an insurable risk related to accessing the vehicle) fees and the cost of spare parts.
- ) Repair charges
- ) Charges for assistance rendered by a private person or any service provider unless that service provider is appointed by the Call Centre.
- ) Charges for assistance required due to participation in a motorised-sporting event.

**MEDICAL ASSIST ACCESS**

**The following benefits are on an access only basis. These services include:**

- ) Emergency telephonic advice and information – 24/7
- ) Referrals to medical practitioners and facilities
- ) Liaison with next of kin to keep them informed

In addition to the general medical advice service, medical operators will guide a person through a medical crisis situation involving the member. The member will receive emergency advice or have the necessary support organised, by utilising the 24-hour Contact Centre.

**This service includes referrals to Crisis lines in case of:**

- ) Poison Hotline – In House
- ) Suicide Hotline – Life Line
- ) Rape and HIV Counselling
- ) Family and Domestic Abuse
- ) Child Abuse
- ) Bereavement Counselling

**For the member's medical aid or own account:**

- ) Emergency medical response to the scene of an incident
- ) Emergency medical transportation to the nearest appropriate medical facility

***Please note: Medical Assistance is only valid for emergencies within the borders of South Africa.***