

Personal Policy

EXAMPLE OF A CLASSIC (STD) SANTAM PERSONAL POLICY

Santam is an authorised financial services provider (FSP 3416), a licensed non-life insurer and controlling company for its group companies.



IMPORTANT

Kindly note this document is merely an example of a Classic (STD) Santam Personal Policy.

Always refer to the specific policy of the client, since the contents thereof may differ from this example.

This example policy wording is for **reference purposes only**.

DISCLAIMER

This document is only an example of Santam's Personal Lines policy wording and merely serves as a guideline for information purposes. The contents of this example policy wording may differ from a client's policy, which is specific and unique to a client. This example should therefore not be relied upon as a basis for advice, but should only be used as a guideline.

While Santam Underwriting has made every effort to ensure the accuracy of the contents of this example policy wording, Santam Underwriting accepts no responsibility for interim changes not yet reflected herein. This example policy wording is accurate up and until August 2023.

Santam shall not in any way be liable to any party for any errors or omissions contained in this example policy wording, or for any loss or damage suffered, or disruption caused, as a result of using or relying on the contents of this example policy wording.

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GENERAL

Introduction to your policy contract

General definitions

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, smart phone, 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 (such as signature, fingerprint or voice) e-mail 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 summary means the annexure forming part of this policy.

Postal address means the address shown in your policy summary.

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.

Renewal period means a period of 12 consecutive months as shown in your policy summary.

Renewal date means the first day of a period of 12 consecutive months as shown in your policy summary.

Risk means the insured property, a person or an entity and the degree of probability of a loss thereof or damage thereto.

Section means the various sections of this policy.

Unattended means that you or a person you have authorised to look after the insured property:

- (a) are not physically present in the private residence or outbuildings or on the premises at the time of the event that leads to a claim;
- (b) are not close enough to the insured property to see it and are therefore unable to prevent any loss of or damage.

Us/our/we means Santam Limited.

You/your means the policyholder name shown in your policy summary.

Introduction

We agree to give cover under this policy subject to the terms and conditions included in this policy.

These terms and conditions are applicable to all the policy sections you selected.

Basis of this policy

This policy, your policy summary, our correspondence to you, your application for insurance and any statement, written or spoken, made by you, or on your behalf, forms the contract between us and you .

Period of this policy

The period of this policy is initially the period from the start date of this policy, as shown on in your policy summary, to the last day of the calendar month in which the start date occurs. After that, the period of this policy will be one calendar month.

Your responsibility

Duty of care

We require that you must take all reasonable precautions and all reasonable care to prevent or minimise loss, damage, death, injury or liability.

Information that affects the risk

We may declare the whole or any part of this policy invalid if you:

- (a) have not given us all the details that affect the risk; or
- (b) have misrepresented or misdescribed any details that affect the risk.

You must advise us immediately of any change in the risk. Should there have been any material change in the risk, then 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 avoid the policy or reject any claim that occurred after the change in the risk. In this instance the term "you" includes any person acting on your behalf.

Cover provided by this policy

We will only provide cover under this policy if we have received your premium.

Payment information

Payment of premium

You can choose to pay your premium in one of three ways:

- (a) monthly by debit order;
- (b) yearly by debit order;
- (c) yearly in cash.

Your payment preference, payment date and other payment details are shown in your policy summary.

Monthly payment by debit order

You must pay your premium every month by debit order on the date shown in your policy summary. If we do not receive your premium by this date:

- (a) because you have instructed your paying agent not to honour the debit order, all cover under this policy will end on the last day of the month for which we have received your premium, and we will not present any debit orders again;
- (b) because your debit order is not honoured due to insufficient funds, we may offer you alternative once-off payment options to pay the outstanding premium;
- (c) because your debit order is not honoured due to the death of the account holder, we may offer you alternative payment options to pay the outstanding premium;
- (d) for any other reason, including as provided for in paragraphs b) or c), we will present your outstanding debit order again and collect it with your debit order for the next month. If only one debit order is paid, we will use the money to clear the oldest debt. You will, therefore, still owe us the outstanding premium. If we cannot collect at least one debit order, this policy will end on the last day of the month for which we have received your premium.

Yearly payment by debit order

You must pay your premium every year by debit order by the beginning of the year to which cover applies. The year does not need to begin in January, it can begin any month of the year. We will present your debit order to your paying agent on the date shown in your policy summary.

If we do not receive your premium by this date:

- (a) because you have instructed your paying agent not to honour the debit order, all cover under this policy will end on the last day of the yearly period for which we have received your premium, and we will not present any debit orders again;
- (b) because your debit order is not honoured due to insufficient funds, we may offer you alternative once-off payment options to pay the outstanding premium;
- (c) because your debit order is not honoured due to the death of the account holder, we may offer you alternative payment options to pay the outstanding premium;
- (d) for any other reason, including as provided for in paragraphs b) or c), we will present your debit order again and collect it no later than 30 days from the first collection. If we cannot collect this debit order, this policy will end on the last day of the yearly period for which we have received your premium.

Yearly payment in cash

You must pay your premium every year in cash by the beginning of the year to which cover applies. The year does not have to begin in January, it can begin any month of the year. Your premium must be paid by the start date or the renewal date shown in your policy summary. If we do not receive your premium within 30 days from these dates, this policy will end on the last day of the yearly period for which we have received your premium.

Claims information

Claims preparation costs

Claims preparation costs are included under each of your policy sections. If you have a claim under more than one section of your policy which was caused by a single event, we will only compensate you for claims preparation costs under one of your policy sections.

Our compensation is limited to the amount shown in your policy summary.

Claim settlement basis

We may decide to compensate you by any one or more of the following methods:

- (a) repairing;
- (b) replacing;
- (c) paying cash; or
- (d) any combination of these.

If we replace or repair, we will not be obliged to do so exactly, but only as circumstances reasonably allow. If we repair or replace any loss or damage, we may use any supplier or repairer of our choice.

Before we finalise or settle any claim, we may require you to sign an agreement of loss.

Claim procedure

- (a) You must notify us immediately after any event which may result in a claim by phoning 0860 505 911 or registering it online at www.santam.co.za.
- (b) You must give us full details of the event within 30 days after it has occurred, as well as all documents which we may reasonably require.
- (c) You must immediately inform us in writing if you become aware of any possible prosecution, legal proceedings, or claim against you following an event.
- (d) You must immediately report to the police any event where theft or any other criminal act is involved.

- (e) You may not without our written consent admit liability, offer, promise or pay in respect of any event that may result in a claim.

Our rights after an event which may lead to a claim

- (a) You must allow us to enter the premises where the event 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.
- (b) 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.
- (c) 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.
- (d) 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.

Fraudulent, wilful acts

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

- (a) a claim is fraudulent or if you or anyone acting on your behalf uses any fraudulent means to obtain any benefit under this policy; or
- (b) a claim occurs due to a deliberate, or wilful, or intentional act committed by you or with your involvement or anyone acting on your behalf; or
- (c) information or documents in support of a claim, whether created by you or on your behalf, is not true, is not complete or is fraudulent; or
- (d) the quantum of a claim is deliberately exaggerated by you or anyone acting on your behalf.

Excess

Our compensation is limited to the amount shown in your policy summary, less any excess. The "excess" is the amount you must pay before we settle any claim.

Your policy summary will show the excess that applies to your cover.

Time limits

- (a) If we reject your claim or dispute the amount of your claim, which decision was communicated to you in writing, you may within 90 days from the date of our communication make written representation to us.
- (b) If we still reject your claim or dispute the amount of your claim despite your written representation, you may institute legal proceedings against us within six months from the date we communicate to you the rejection of your written representation.
- (c) We are not liable after 12 months from the date of the event that gives rise to a claim, unless the claim is the subject of pending court action or arbitration or for amounts for which you may become legally liable.

No premium refund if maximum insured amount or limit of compensation is settled for any claim

If we compensate you for a claim for the maximum insured amount or limit of compensation payable for an event or item, we will not refund any premium for the remainder of the period of your insurance for that event or item.

Reinstatement of the insured amounts or limits of compensation

The insured amounts or limit of compensation shown in this policy will not be reduced by the amount of any claim unless stated otherwise.

Onus of proof

If we state that a claim is not covered because of any of the exclusions applicable to this policy, you must prove the contrary.

Cover under more than one section

We will not compensate you under more than one section of this policy for a single event, if the loss or damage is covered by more than one section. This exclusion does not apply to the All risks and the Extended Personal Legal Liability sections.

General terms and conditions

Changes

We may make changes to this policy by giving you 31 days written notice of the changes at your e-mail or postal address as shown in your policy summary.

Cancellation

- (a) You may cancel this policy, any section or item at any time.
- (b) We may cancel this policy, any section or item by giving you 31 days' written notice of the cancellation at your e-mail or postal address as shown in your policy summary.

Your rights

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

Other insurance

If a claim is payable under this policy and under any other policy, we will only pay our proportional share of the claim.

Jurisdiction

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

Disclosure and processing of 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.

A person who deals on your behalf

You give up your right to receive compensation if a person who deals on your behalf does not comply with the terms and conditions of this policy for the event or claim.

Amendments to conform to law

You and we agree that any terms or conditions of this policy that are against any law will be amended to conform to such law.

Reference to singular and plural

In this policy, references to the singular include the plural and references to the plural include the singular.

Not covered by this policy

Riots, wars, political acts, public disorder, terrorism, or any attempted acts of this kind

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

- (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 above;
- (b) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), or civil war;
- (c) mutiny, military rising 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;
- (d) 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;
- (e) 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;
- (f) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event referred to in (a) to (e) above;
- (g) any act of terrorism. An act of terrorism 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.

Incidents that happen for which the associated damage is covered by legislation

We will not cover any loss, damage or legal responsibility which is caused by or results from or relates to:

- (a) 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;
- (b) 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;

- (c) any event where compensation can or could be claimed or may be due from the Occupational Health and Safety Act;
- (d) any event where compensation can or could be claimed or may be due from the Compensation for Occupational Injuries and Diseases Act (COIDA).

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.

Nuclear substances

We will not cover any loss, damage or legal responsibility which is caused by or results from or relates to 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.

Nationalisation

We will not cover any loss, damage or legal responsibility which is caused by or results from or relates to 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.

Liability incurred by agreement

We will not cover any legal responsibility which is caused by or results from or relates to you having entered into an agreement, unless you would have been liable if the agreement did not exist.

Indirect loss

We will not cover any loss, damage or legal responsibility which is caused by or results from or relates to consequential or indirect causes.

Cyber loss

1. 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 a cyber loss, or series of cyber losses, including:
 - (a) 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 clause 2 herein below;
 - (b) 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 paragraph a or b above regardless of any other cause or event contributing concurrently or in any other sequence thereto;
 - (c) 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, shall not be covered under this policy, nor shall it be considered to be physical loss or damage for the purposes of this exclusion or any other section of this policy.
2. Subject to the other terms, conditions and exclusions contained in this policy, this policy 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.

If we allege that any loss, damage, liability, claim, cost, expense is not covered by this policy, the burden of proof rests on you to prove otherwise.

Electricity grid failure or interruption

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.

VEHICLES

Definitions

We have defined words with specific meanings for each section. In this section the words below mean the following:

Agreed value means the value we are obliged to pay in the event of a total loss of the vehicle. This value is subject to reasonable deductions for depreciation, wear and tear and other market effects which may influence the value of the vehicle. If the vehicle is insured for agreed value, our compensation is limited to the insured amount shown in your policy summary.

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

Caravan means a wheeled vehicle for living or travelling in, which contains beds and cooking equipment. A caravan is not self-propelled, but is designed or adapted to be towed by a self-propelled vehicle.

Countries means the Republic of South Africa, Namibia, Lesotho, Botswana, Kingdom of Eswatini, Zimbabwe, Malawi, Mozambique, Angola, Zambia, Kenya, Tanzania, Burundi, Rwanda, Uganda and the Democratic Republic of the Congo (DRC).

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.

Guaranteed value means the insured amount shown in your policy summary which we shall pay as compensation if your vehicle is a total loss or if we decide your vehicle is uneconomical to repair. Our compensation is limited to the insured amount shown in your policy summary.

Licence means a legally valid driver's licence according to the licence type shown in your policy summary. A person who is learning to drive must have a legally valid learner's licence.

Light delivery vehicle means a vehicle designed for the conveyance of persons and freight (including a panel van or double-cab) not exceeding 3 500 kg in gross vehicle mass.

Market value means the value at which we will compensate you for the lost or damaged vehicle. This value is based on the cost of a similar vehicle in terms of make, model, odometer reading, condition and prevailing market forces. If the vehicle is insured for market value, we will pay the reasonable market value or the insured amount as shown in your policy summary, whichever is the lowest.

Motorcycle means a motorcycle, scooter, scrambler or quad bike.

Named driver(s) means the person(s) shown in your policy summary as the only person(s) allowed to drive your vehicle.

Personal documents means identity documents, passports, visas, vaccination certificates, printed road maps or permits which allow your vehicle entry into or exit from countries.

Regular driver means the person shown in your policy summary who drives your vehicle most frequently.

Riot/strike means civil commotion, labour disturbances, riot, strike or lockout, public disorder or any act or activity which is calculated or directed to bring about any of these. This includes loss or damage caused by the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with riot or strike.

Special vehicle means golf cars, shopping riders or ride-on mowers.

Trailer means a vehicle (other than a caravan) which is not self-propelled, and which is designed or adapted to be towed by a self-propelled vehicle.

Vehicle means any car, light delivery vehicle, trailer, caravan or motorcycle not insured under this section.

Vehicle sharing means carrying of passengers for social reasons (inclusive of learner commuting) and commuting to and from work in your vehicle, which is not registered or licensed for commuting purposes.

You/your means the policyholder name shown in your policy summary, your spouse, named driver and regular driver named in your policy summary.

Your vehicle means the car, light delivery vehicle, trailer, caravan or motorcycle described in your policy summary. This includes the standard tools, accessories and spare parts in or on it, as well as other extra accessories and parts of the vehicle while fitted to it.

Write off means that the vehicle has been damaged to such an extent that it is not economically viable or safe to repair.

Property insured

The cover below applies to all your vehicles shown in your policy summary.

Claims preparation costs

We will compensate you for costs you incur in producing and certifying any details that we may require to enable us to process any claim you may have under this section of your policy.

This compensation is limited to the amount shown in your policy summary.

Personal accident

We cover your accidental death or permanent disability caused directly by bodily injury within 12 months of any vehicle shown in your policy summary having been involved in a vehicle accident.

Our compensation for any single claim, any series of claims resulting from the same event or all events that happen during the period of insurance, is limited to the amount shown in your policy summary.

This compensation will be paid as follows:

- (a) in the event of your death we will pay your estate the amount shown in your policy summary next to your name;
- (b) in the event of your permanent disability we will pay a percentage of the amount shown in your policy summary next to your name.

The percentage that will apply will be calculated according to the following compensation scale:

DESCRIPTION OF PERMANENT DISABILITY	PERCENTAGE
Loss by physical separation at or above the wrist or ankle	100%
Loss of four fingers of one hand	70%
Loss of thumb	
• both phalanges	25%
• one phalanx	10%
Loss of finger	
• three phalanges	10%
• two phalanges	8%
• one phalanx	4%
Loss of metacarpals	
• first or second (additional)	3%
• third, fourth or fifth (additional)	2%
Loss of toes	
• all of one foot	30%
• big (both phalanges)	15%
• big (one phalanx)	2%
• other than big, if more than one toe lost, each	1%
Loss of hearing	
• both ears	80%

• one ear	25%
Total and irreparable loss of sight in one or both eyes	100%
Loss of:	
• sight, except perception of light	75%
• lens of eye	75%
Total paralysis or being permanently bedridden	100%
Total disablement from ever continuing the occupation or doing the normal work you have been trained for or have knowledge of	100%

Permanent total loss of use of a limb will be treated as loss of the limb.

Where this compensation scale does not provide for a particular permanent disability, we will consider compensation for the permanent disability if, in our opinion, it does not contradict the scale of benefits.

Type of cover

Your cover for each vehicle insured under this section depends on the limit of compensation and the type of cover you have chosen. Details of your vehicle and type of cover are shown in your policy summary.

Comprehensive

If the cover type next to your vehicle shown in your policy summary is "Comprehensive", we cover accidental loss of or damage to your vehicle.

If we decide that it is not economical to repair your vehicle, our compensation will be:

- the reasonable market value of your vehicle at the time of the loss or damage; or
- the insured amount for your vehicle shown in your policy summary, whichever is the lowest.

Cover includes amounts for which you are legally liable to a third party if the liability relates to your vehicle.

Limited (fire, theft and hijacking) / (Theft and Hijacking Plus cover)

If the cover type next to your vehicle shown in your policy summary is "Limited", we cover accidental loss of or damage to your vehicle caused by fire, lightning, explosion, theft or hijacking or any attempted theft or hijacking.

If we decide that it is not economical to repair your vehicle, our compensation will be:

- the reasonable market value of your vehicle at the time of the loss or damage; or
- the insured amount for your vehicle shown in your policy summary, whichever is the lowest.

Cover includes amounts for which you are legally liable to a third party if the liability relates to your vehicle.

Third party only

If the cover type next to your vehicle shown in your policy summary is "Third party only", we cover amounts for which you are legally liable to a third party if the liability relates to your vehicle.

Vehicle cover

The cover below applies to your vehicles as shown in your policy summary.

Where a vehicle is covered against a specific cover, it will be shown in your policy summary.

Optional cover *(heading does not print in policy contract)*

Umbrella car hire (if applicable)

We will facilitate a hired vehicle for you if any of your vehicles listed under this cover in your policy summary, is unusable or being repaired after a claim we have accepted under this section of your policy.

We will facilitate the hired vehicle only after we have received full information about the loss or damage.

We will not facilitate the hired vehicle for longer than the number of days shown in your policy summary. The arrangement will end at the earliest of the following dates:

- (a) the date on which your vehicle is repaired to your satisfaction, if we have authorised the repairs;
- (b) the date on which we settle your claim in cash;
- (c) the date on which we replace your vehicle.

The facilitated car hire by Santam with the car rental company includes:

- (a) a vehicle according to your selection of the vehicle class shown in your policy summary (subject to availability);
- (b) unlimited kilometres;
- (c) limited cover for accident or theft of the hired vehicle as contained in the car rental contract;
- (d) airport surcharge;
- (e) tourism levy (if applicable in the car rental contract);
- (f) delivery or collection within the kilometre limit of the car hire company;
- (g) any two declared drivers.

However, the following costs are for your own account:

- (a) delivery or collection fees when the kilometre limit of the car hire company is exceeded;
- (b) the cost of any extra declared drivers;
- (c) one-way drop-off fees;
- (d) car rental deposit;
- (e) traffic fines;
- (f) toll fees;
- (g) administration fees for traffic fines;
- (h) accident administration fees;
- (i) damage to windscreens or windows;
- (j) any excess included in any policy covering the hired vehicle, except for the amount shown in your policy summary for "Difference in excess for a rental vehicle";
- (k) water and undercarriage damage;
- (l) costs associated with the operation of the hired vehicle;
- (m) the difference in costs between the car-hire group you are covered for and a more expensive car-hire group you selected.

The facilitated car hire is subject to the following specific conditions:

- (a) you must have a valid credit card issued in your name with which to pay the car hire company for fees and excesses we do not cover. It is your responsibility to find out these costs when you take delivery of the hired vehicle;
- (b) we will facilitate the hired vehicle for you only in the Republic of South Africa. If you need a hired vehicle in any of the other countries, you may hire the vehicle from a registered car hire company in those countries. You must pay for it and send us a copy of the invoice. When we receive the invoice, we will compensate you. We will not compensate you for more than the amount that would have been payable per day if we had facilitated the hired vehicle in the Republic of South Africa.

This facilitated car hire is subject to the terms and conditions of the rental contract as agreed to between you and the car rental company.

Contents of caravans or trailers (if applicable)

We cover loss of or damage to the contents of your caravan or trailer, while the contents are kept in the caravan or its side tent or in the trailer or its tent. The basis of indemnity for the loss of or damage to the insured property will be the replacement value of similar new property, limited to the insured amount shown in your policy summary.

However, we do not cover:

- (a) fixtures and fittings;
- (b) loss of or damage to tools or goods and samples relating to a business, trade or occupation;
- (c) damage to glass, glassware or other breakable articles, due to cracking, scratching or breakage, unless your caravan or trailer was involved in an accident.

A claim under this cover will not affect your no-claim bonus.

Contents of 4X4 or off-road vehicles (if applicable)

We cover loss of or damage to the contents of your 4X4 or off-road vehicle, while the contents are kept in your vehicle or its side tent. The basis of indemnity for the loss of or damage to the insured property will be the replacement value of similar new property, limited to the insured amount shown in your policy summary.

However, we do not cover:

- (a) fixtures and fittings of your 4X4 or off-road vehicle;
- (b) loss of or damage to tools or goods and samples relating to a business, trade or occupation;
- (c) damage to glass, glassware or other breakable articles, due to cracking, scratching or breakage, your vehicle was involved in an accident.

A claim under this cover will not affect your no-claim bonus.

Cover for credit shortfall (without residual) – if applicable

We cover the difference between the value of your vehicle as shown in your policy summary and the outstanding settlement value in terms of a credit agreement that you entered into.

We will pay this difference only if we accept a claim for your vehicle which was either:

- (a) in our opinion beyond economic repair following loss or damage; or
- (b) stolen and not recovered within a reasonable period.

The credit agreement that you entered into must fall under the definition of credit agreement given in the National Credit Act (Act 34 of 2005).

Our compensation is limited to any amount still outstanding on your credit agreement less:

- (a) any arrear instalments or rentals, including interest payable on the arrears;
- (b) all refunds of premium for cancellation of any insurance cover relating to your 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. This applies if you had arranged to pay lower instalments for an initial period and a higher instalment at a later stage. In this case, we will not compensate you for the remaining amount you owe. We will only compensate you for what you still would have owed if you had arranged to pay back the loan in equal instalments over the term of the loan.

Cover for credit shortfall (with residual) – if applicable

We cover the difference between the value of your vehicle as shown in your policy summary and the outstanding settlement value in terms of a credit agreement that you entered into.

We will pay this difference only if we accept a claim for your vehicle which was either:

- (a) in our opinion beyond economic repair following loss or damage; or
- (b) stolen and not recovered within a reasonable period.

The credit agreement that you entered into must fall under the definition of credit agreement given in the National Credit Act (Act 34 of 2005).

Our compensation is limited to any amount still outstanding on your credit agreement less:

- (a) any arrear instalments or rentals, including interest payable on the arrears;
- (b) all refunds of premium for cancellation of any insurance cover relating to your vehicle. The percentage of the residual value is shown in your policy summary.

Vehicle hire (if applicable)

If your policy summary shows the vehicle type you have selected, we will facilitate a hired vehicle for you in the event that your vehicle is unusable or being repaired after a claim we have accepted under this section of your policy.

We will facilitate the hired vehicle only after we have received full information about the loss or damage. We will not facilitate the hired vehicle for longer than the number of days shown in your policy summary.

The facilitated car hire by Santam with the car rental company includes:

- (a) a vehicle according to your selection of the vehicle class shown in your policy summary (subject to availability);
- (b) unlimited kilometres;
- (c) limited cover for accident or theft of the hired vehicle as contained in the car rental contract;
- (d) airport surcharge;
- (e) tourism levy (if applicable in the car rental contract);
- (f) delivery or collection within the kilometre limit of the car hire company;
- (g) any two declared drivers.

However, the following costs are for your own account:

- (a) delivery or collection fees when the kilometre limit of the car hire company is exceeded;
- (b) the cost of any extra declared drivers;
- (c) one-way drop-off fees;
- (d) car rental deposit;
- (e) traffic fines;
- (f) toll fees;
- (g) administration fees for traffic fines;
- (h) accident administration fees;
- (i) breakage of windscreens or windows;
- (j) any excess included in any policy covering the hired vehicle, except for the amount shown in your policy summary for "Difference in excess for a rental vehicle";
- (k) water and undercarriage damage;
- (l) costs associated with the operation of the hired vehicle;
- (m) the difference in costs between the car-hire group you selected and a more expensive car-hire group.

The facilitated car hire is subject to the following specific conditions:

- (a) you must have a valid credit card issued in your name with which to pay car hire company for fees and excesses we do not cover. It is your responsibility to find out these costs when you take delivery of the hired vehicle;
- (b) we will facilitate the hired vehicle for you only in the Republic of South Africa. If you need a hired vehicle in any of the other countries, you may hire the vehicle from a registered car hire company in those countries. You must pay for it and send us a copy of the invoice. When we receive the invoice, we will compensate you. We will not compensate you for more than the amount that would have been payable per day if we had facilitated the hired vehicle in the Republic of South Africa.

This facilitated car hire is subject to the terms and conditions of the rental contract as agreed to between you and the car rental company.

If your policy summary shows a daily limit, we cover the hiring of a vehicle in the event that your vehicle is unusable or being repaired after a claim we have accepted under this section of your policy.

We will compensate you only after we have received full information about the loss or damage.

If the loss or damage occurred in the Republic of South Africa, we will compensate you after a claim we have accepted under this section of your policy.

If the loss or damage occurred outside the Republic of South Africa, you must pay for the vehicle hire and send us a copy of the invoice. We will compensate you as soon as we receive the invoice.

We will not compensate you for longer than the number of days shown in your policy summary. Our compensation for vehicle hire is limited to the daily limit shown in your policy summary.

This cover will end at the earliest of the following dates:

- (a) the date on which your vehicle is repaired to your satisfaction, if we have authorised its repair;
- (b) the date on which we settle your claim by a cash payment;
- (c) the date on which we replace your vehicle.

4X4 and off-road cover (if applicable)

The following covers apply to your 4X4 or off-road vehicle shown in your policy summary.

4X4 Vehicle hire

We cover the hiring of a vehicle if your vehicle is unusable or being repaired after a claim we have accepted under this section of your policy.

We will compensate you only after we have received full information about the loss or damage.

If the loss or damage occurred in the Republic of South Africa, we will arrange a hired vehicle for you after a claim we have accepted under this section of your policy.

If the loss or damage occurred outside the Republic of South Africa, you must pay for the vehicle hire and send us a copy of the invoice. We will compensate you as soon as we receive the invoice.

Our compensation for vehicle hire is limited to the daily limit shown in your policy summary. We will not compensate you for longer than the number of days shown in your policy summary. Our compensation ends at the earliest of the following dates:

- (a) the date on which your vehicle is repaired to your satisfaction, if we have authorised its repair;
- (b) the date on which we settle your claim by a cash payment;
- (c) the date on which we replace your vehicle.

Emergency repairs for 4X4 and off-road cover

We cover emergency repairs to allow you to continue your journey if you have a valid claim for your vehicle under this section. You may authorise these emergency repairs, without first obtaining our approval, only if the repairer gives you a full itemised invoice, which must be sent to us.

Our compensation is limited to the amount shown in your policy summary.

Tow-in cost and safeguarding after mechanical breakdown for 4X4 and off-road cover

We cover the reasonable costs of safeguarding and moving your vehicle if it has a mechanical or electrical breakdown.

This cover applies only once during any renewal period.

Our compensation is limited to the amount shown in your policy summary. This is the only cover under this section where we will compensate you for loss or damage caused by mechanical or electrical breakdown.

A claim under this cover will not affect your no-claim bonus.

Vehicle keys for 4X4 and off-road cover

We cover loss of 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 and if necessary, the reprogramming of any coded security system of your vehicle. Our compensation includes the reasonable costs you incur for calling out a locksmith due to an emergency caused by such loss or damage.

Cover for vehicle keys are worldwide.

Our compensation is limited to the amount shown in your policy summary. A claim under this cover will not affect your no-claim bonus.

Emergency expenses of passengers for 4X4 and off-road cover (your family)

We cover emergency expenses of passengers after they sustained bodily injury while travelling in your vehicle, which was involved in an accident or hijacking incident.

This cover is subject to the following conditions:

- (a) the passenger is a member of your family who normally lives with you;
- (b) at the time of the injury, your family member must be seated in your vehicle's permanent enclosed passenger-carrying compartment;
- (c) you incurred and paid for the emergency expenses;
- (d) there is no compensation payable from another insurance policy or facility.

Our compensation is limited to the amount shown in your policy summary.

Emergency expenses of passengers for 4X4 and off-road cover

We cover emergency expenses of passengers after they sustained bodily injury while travelling in your vehicle, which was involved in an accident or hijacking incident.

This cover is subject to the following conditions:

- (a) at the time of the injury, the passenger must be seated in your vehicle's permanent enclosed passenger-carrying compartment;
- (b) the passenger is not a member of your family who normally lives with you;
- (c) you incurred and paid for the emergency expenses;
- (d) there is no compensation payable from another insurance policy or facility.

Our compensation is limited to the amount shown in your policy summary.

Emergency accommodation for 4X4 and off-road cover

We cover emergency accommodation for you and your passengers for up to two nights if you cannot complete your journey because your vehicle is lost or damaged.

This cover will not apply if you claim for tow-in cost and safeguarding after mechanical breakdown of your vehicle.

Our compensation is limited to the amount shown in your policy summary.

Trauma treatment for 4X4 and off-road cover

We cover the costs of trauma treatment which amounted to a disability event sustained as a direct result of an accident, hijacking or attempted hijacking of your vehicle or a vehicle not shown in your policy summary.

This cover is subject to the following conditions:

- (a) the trauma treatment must be given by a registered professional counsellor;
- (b) you must incur and pay for the costs;
- (c) it must not be possible to recover the expenses from any other insurance or facility. Our compensation is limited to the amount shown in your policy summary.

Winching equipment for 4X4 and off-road cover

We cover sudden and unforeseen mechanical or electrical breakdown, failure, or breakage of the winching equipment of your vehicle.

Our compensation is limited to the amount shown in your policy summary. However, we do not cover breakdown, failure or breakage:

- (a) associated with defective design, defective parts, defective repair or operation of the winching equipment beyond the stipulated levels recommended by the manufacturer or supplier;
- (b) caused by wear, tear or gradual deterioration of the equipment's consumable parts or components, or cable or coupling devices.

A claim under this cover will not affect your no-claim bonus.

Personal documents

We cover loss of or damage to personal documents.

Our compensation is limited to the amount shown in your policy summary. A claim under this cover will not affect your no-claim bonus.

Head, tail or spotlights for 4X4 and off-road cover

We cover the costs of replacing any accidentally damaged head, tail or fitted spotlights even if there is no other damage to your vehicle.

A claim under this cover will not affect your no-claim bonus.

Luxury vehicle cover (if applicable)

The following covers apply to your luxury vehicle shown in your policy summary.

Emergency repairs for luxury vehicle cover

We cover emergency repairs to allow you to continue your journey if you have a valid claim for your vehicle under this section. You may authorise these emergency repairs, without first obtaining our approval, only if the repairer gives you a full itemised invoice, which must be sent to us.

Our compensation is limited to the amount shown in your policy summary.

Tow-in cost and safeguarding after mechanical breakdown for luxury vehicle cover

We cover the reasonable costs of safeguarding and moving your vehicle if it has a mechanical or electrical breakdown.

This cover applies only once during any renewal period.

Our compensation is limited to the amount shown in your policy summary. This is the only cover under this section where we will compensate you for loss or damage caused by mechanical or electrical breakdown.

A claim under this cover will not affect your no-claim bonus.

Vehicle keys for luxury vehicle cover

We cover loss of 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 and if necessary, the reprogramming of any coded security system of your vehicle. Our compensation includes the reasonable costs you incur for calling out a locksmith due to an emergency caused by such loss or damage.

Cover for vehicle keys are worldwide.

Our compensation is limited to the amount shown in your policy summary. A claim under this cover will not affect your no-claim bonus.

Emergency accommodation for luxury vehicle cover

We cover emergency accommodation for you and your passengers for up to two nights if you cannot complete your journey because your vehicle is lost or damaged.

This cover will not apply if you claim for tow-in cost and safeguarding after mechanical breakdown of your vehicle.

Our compensation is limited to the amount shown in your policy summary.

Head, tail or spotlights for luxury vehicle cover

We cover the costs of replacing any accidentally damaged head, tail or fitted spotlights even if there is no other damage to your vehicle.

A claim under this cover will not affect your no-claim bonus.

Classic vehicle cover (if applicable)

The following covers apply to your classic vehicle shown in your policy summary.

Imported parts

We cover the cost of importing a part if your vehicle is accidentally damaged and a part that is required to repair it, is not readily available in the Republic of South Africa.

Our compensation per event is limited to the amount shown in your policy summary.

However, we do not cover any additional costs you must pay because the part is not readily available.

Temporarily detached parts

We cover loss of or damage to parts that were temporarily removed or detached from your vehicle. This cover is subject to the following conditions:

- (a) the parts were removed or detached for service or repair;
- (b) the parts were in your care or control or with an approved repairer; and
- (c) the parts were kept in a locked garage or repair facility.

Our compensation is limited to the amount shown in your policy summary.

The following conditions may be applicable:

Vehicle: Mileage

The annual mileage your vehicle is allowed to travel is shown in your policy summary. The mileage is calculated from the start date of your policy to the renewal date and each period of insurance after that.

We will not cover any loss of or damage to your vehicle if you travel more than the annual mileage shown in your policy summary.

Vehicle: Fire extinguisher

It is a condition of this policy that a fire extinguisher must be installed in your vehicle.

If you do not comply with this condition, we will not cover loss of or damage to your vehicle caused by fire.

Riot and strike (if applicable)

We cover loss or damage to your vehicle caused by riot or strike. However, we do not cover:

- (a) loss or damage incurred in the Republic of South Africa or Namibia;
- (b) loss or damage incurred outside the countries shown in your policy summary;
- (c) consequential or indirect loss or damage of any kind;
- (d) loss or damage resulting from confiscation, commandeering or requisition by any lawful authority.

This cover is subject to all the terms and conditions, and exclusions of your policy contract.

If we require it, you must prove that the loss or damage you claim for was caused by riot or strike.

Accidental damage to tyres (if applicable)

We cover accidental damage to the tyres fitted to your vehicle.

Our compensation is limited to the amount shown in your policy summary. However, we do not cover the following:

- (a) Any damage to the tyres:
 - if the vehicle is used for 4X4 or off-road activities;
 - caused by any safety device or mechanism built into or fitted in the tyres or the vehicle itself; with a tread depth of less than 1mm;
 - caused by an accident involving the vehicle to which the tyres are fitted;
 - caused by faulty wheel balance or alignment;
 - that are retreads. Retreads are tyres that have been given a new rubber tread;
 - covered by any guarantee, purchase contract or service agreement of any type;
 - caused by defective manufacturing or faulty fitment;
 - that were not fitted to the vehicle when the damage occurred.
- (b) Any damage to the vehicle or safety devices fitted into or on the tyres.
- (c) Any liability whatsoever.

This cover is subject to all the terms and conditions, and exclusions of your policy contract.

Exclusions (d) and (e) under "Loss or damage to your vehicle" shall not apply to this cover.

A claim under this cover will not affect your no-claim bonus.

Accidental damage to rims (if applicable)

Our compensation for accidental damage to your tyres includes accidental damage to rims.

Our compensation is limited to the amount shown in your policy summary.

A claim under this cover will not affect your no-claim bonus.

Tools, spare parts and travel accessories (if applicable)

We cover loss of or damage to tools, spare parts and travel accessories (like seat covers, rubber mats, towing ropes and sun shields) while they are in your vehicle.

Our compensation is limited to the amount shown in your policy summary.

Specified accessories (if applicable)

We cover loss of or damage to accessories that form part of your vehicle.

We also cover the accessories when it is temporarily removed from your vehicle. Detail of the specified accessories is shown in your policy summary.

Our compensation is limited to the amount shown next to each specified item in your policy summary.

Essential cover *(heading does not print in policy contract)*

Tow-in cost and safeguarding

We cover the reasonable costs to safeguard your vehicle and move it to the closest repairer if you have a valid claim for your vehicle under this section.

This cover is restricted to the Republic of South Africa, Namibia, Lesotho, Botswana, Kingdom of Eswatini, Zimbabwe, Malawi and Mozambique.

Emergency repairs

We cover emergency repairs to allow you to continue your journey if you have a valid claim for your vehicle under this section. You may authorise these emergency repairs, without first obtaining our approval, only if the repairer gives you a full itemised invoice, which must be sent to us.

Our compensation is limited to the amount shown in your policy summary.

Delivery after repairs

We cover the reasonable costs to deliver your vehicle to your physical address as shown in your policy summary after the completion of our authorised repairs.

Tow-in cost and safeguarding after mechanical breakdown

We cover the reasonable costs of safeguarding and moving your vehicle if it has a mechanical or electrical breakdown. This cover applies only once during any renewal period.

Our compensation is limited to the amount shown in your policy summary.

This is the only cover under this section where we will compensate you for loss or damage caused by mechanical or electrical breakdown.

A claim under this cover will not affect your no-claim bonus.

Vehicle transfer cover

We cover loss of or damage to any vehicle you have purchased, but only for the first 72 hours after you have taken physical possession of the vehicle.

This cover is subject to the following conditions:

- (a) you have purchased the vehicle from a member of the motor trade;
- (b) the seller has no insurance that covers the vehicle;
- (c) you have at least one vehicle insured for comprehensive cover under this policy;
- (d) you add the vehicle for comprehensive cover under this policy before we will handle your claim.

If we decide that it is not economical to repair your vehicle, our compensation will be:

- (a) the reasonable market value of your vehicle at the time of the loss or damage; or
- (b) the insured amount for your vehicle shown in your policy summary, whichever is the lowest.

Replacement of your car or light delivery vehicle

We may replace your car or light delivery vehicle with a similar make and model. This cover is subject to the following conditions:

- (a) you have a valid claim for your car or light delivery vehicle under this section; and
- (b) we decide that it is not economical to repair your car or light delivery vehicle; or
- (c) your car or light delivery vehicle is stolen and not recovered within a reasonable period; and
- (d) your car or light delivery vehicle is not more than 12 months old from the date of first registration; and
- (e) your car or light delivery vehicle has travelled less than 30 000 kilometres; and
- (f) a similar new car or light delivery vehicle is available on the local new-vehicle market.

If you prefer that we do not replace your car or light delivery vehicle with a similar make and model, our compensation will be limited to the insured amount of your vehicle shown in your policy summary.

Difference in excess cover for a rented vehicle

We cover the difference between your basic excess and that of a vehicle you rented after the rental vehicle was stolen or involved in an accident.

This cover is subject to the following conditions:

- (a) your vehicle has comprehensive cover under this section;
- (b) you must have a valid claim for your vehicle under this section;
- (c) you rented a substitute vehicle or we arranged a rental vehicle for you;
- (d) you have taken the insurance protection offered by the car hire company.

Our compensation is limited to the amount shown in your policy summary.

A claim under this cover will not affect your no-claim bonus.

Vehicle keys

We cover loss of 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, we also cover the reprogramming of any coded security system of your vehicle.

Our compensation includes the reasonable costs you incur for calling out a locksmith due to an emergency caused by such loss or damage.

Cover for vehicle keys are worldwide.

Our compensation is limited to the amount shown in your policy summary. A claim under this cover will not affect your no-claim bonus.

Repatriation costs

We cover the reasonable costs of returning your vehicle to the Republic of South Africa after a valid accident claim under this section.

The countries to which this cover applies, are shown in your policy summary.

Our compensation is limited to the amount shown in your policy summary.

Fire extinguishing costs

We cover costs relating to extinguishing or fighting fire if the fire posed a danger to your vehicle and if you are legally liable for these costs.

Our compensation is limited to the amount shown in your policy summary. A claim under this cover will not affect your no-claim bonus.

Emergency accommodation

We cover emergency accommodation for you and your passengers for up to two nights if you cannot complete your journey because your vehicle is lost or damaged.

This cover will not apply if you claim for tow-in cost and safeguarding after mechanical breakdown of your vehicle.

Our compensation is limited to the amount shown in your policy summary.

Emergency expenses of passengers

We cover emergency expenses of passengers after they sustained bodily injury while travelling in your vehicle, which was involved in an accident or hijacking incident.

This cover is subject to the following conditions:

- (a) at the time of the injury, the passenger must be seated in your vehicle's permanent enclosed passenger-carrying compartment;
- (b) the passenger is not a member of your family who normally lives with you;
- (c) you incurred and paid for the emergency expenses;
- (d) there is no compensation payable from another insurance policy or facility.

Our compensation is limited to the amount shown in your policy summary.

Emergency costs

We cover costs you must pay to any public authority for emergency services after loss of or damage to your vehicle.

Our compensation is limited to the amount shown in your policy summary.

Recovery costs

We cover the reasonable costs you incur with our written consent to recover your vehicle when it is found after it has been stolen or hijacked.

This cover only applies if your vehicle is covered against theft or hijacking. Our compensation is limited to the amount shown in your policy summary.

Emergency expenses of passengers (your family)

We cover emergency expenses of passengers after they sustained bodily injury while travelling in your vehicle, which was involved in an accident or hijacking incident.

This cover is subject to the following conditions:

- (a) the passenger is a member of your family who normally lives with you;
- (b) at the time of the injury, your family member must be seated in your vehicle's permanent enclosed passenger-carrying compartment;
- (c) you incurred and paid for the emergency expenses;
- (d) there is no compensation payable from another insurance policy or facility.

Our compensation is limited to the amount shown in your policy summary. A claim under this cover will not affect your no-claim bonus.

Trauma treatment

We cover the costs of trauma treatment which amounted to a disability event sustained as a direct result of an accident, hijacking or attempted hijacking of your vehicle or a vehicle not shown in your policy summary.

This cover is subject to the following conditions:

- (a) the trauma treatment must be given by a registered professional counsellor;
- (b) you must incur and pay for the costs;
- (c) it must not be possible to recover the expenses from any other insurance or facility.

Our compensation is limited to the amount shown in your policy summary.

A claim under this cover will not affect your no-claim bonus.

Wreckage removal

We cover the reasonable costs of cleaning up and removing debris and wreckage of your vehicle if you have a valid claim for your vehicle.

Vehicle liability

Applicable to cars, LDVs, motorcycles, caravan, trailers and special vehicles.

(a) Limit of compensation

We cover amounts for which you are legally liable to a third party due to an event which happens or arises in connection with your use of your vehicle.

Our compensation is limited to the amount shown in your policy summary.

The limit includes all costs and expenses incurred by us and costs and expenses you incur with our prior written approval.

(b) Legal liability to third parties

We cover amounts for which you are legally liable to a third party due to an event which happens or arises in connection with:

- your use of your vehicle;
- using your vehicle to tow any single vehicle, trailer or caravan;
- the loading of any load onto or off your vehicle.

(c) Legal liability to third parties if a person other than you uses your vehicle

We will compensate any person, other than you, for amounts they are legally liable to a third party due to an event which happens or arises from the other person's use of your vehicle, including the loading of any load onto or off your vehicle.

This legal liability cover is subject to the following conditions:

- the other person complies with all the applicable Terms and Conditions of this policy;
- the other person was using your vehicle with your express permission;
- the other person is not entitled to compensation for the third party claim by any other insurance policy;
- the other person was not refused vehicle insurance or the continuation of any vehicle insurance during the three years before the date of the event.

(d) Legal liability to third parties arising out of you using a vehicle not shown in your policy summary

We cover amounts for which you are legally liable to a third party due to an event which happens or arises in connection with:

- your use of the vehicle;
- the towing of a vehicle, trailer or caravan by the vehicle;
- the loading of any load onto or off the vehicle you are using.

However we will not compensate you for damage to the vehicle you are using.

This legal liability cover is subject to the following conditions:

- you drive the vehicle;
- the vehicle you are using is a car, a light delivery vehicle, a caravan, a trailer or a motorcycle;
- you do not own the vehicle;
- you do not lease the vehicle;
- you do not hire the vehicle;
- you are not purchasing the vehicle in terms of any credit agreement.

(e) Representation or defence

We are entitled to arrange representations or defences that are the subject of any compensation under this section.

This includes:

- representation at any legal autopsy or inquest relating to any death;
- the defence for any action which is the cause of or related to any event.

Passenger liability for cars or LDVs

We cover amounts for which you are legally liable due to accidental death, bodily injury and emotional shock or trauma to a person who, at the time of the event, is transported as a passenger in your vehicle.

This cover applies to the countries defined in this policy excluding the Republic of South Africa.

Our compensation is limited to the amount shown in your policy summary.

Passenger liability for motorcycles

We cover amounts for which you are legally liable due to accidental death, bodily injury and emotional shock or trauma to a person who, at the time of the event, is transported as a passenger in your vehicle.

This cover applies to the countries defined in this policy excluding the Republic of South Africa.

Our compensation is limited to the amount shown in your policy summary.

Passenger liability for special vehicles

We cover amounts for which you are legally liable due to accidental death, bodily injury and emotional shock or trauma to a person who, at the time of the event, is transported as a passenger in your vehicle.

This cover applies to the countries defined in this policy excluding the Republic of South Africa.

Our compensation is limited to the amount shown in your policy summary.

Passenger liability in or on the load body of light delivery vehicles

We cover amounts for which you are legally liable due to accidental death, bodily injury and emotional shock or trauma to a person who, at the time of the event, is transported as a passenger in your vehicle.

This cover applies to the countries defined in this policy excluding the Republic of South Africa.

Our compensation is limited to the amount shown in your policy summary.

Vehicle conditions

Additional conditions can apply to a specific vehicle as part of underwriting and will show in the policy summary.

Some examples are provided below:

Vehicle: Tracking device

It is a condition of this policy that you must have an accredited tracking device installed in or on your vehicle. The tracking device must comply with the following conditions:

- (a) a legally valid contract must be entered into between you and the supplier of the tracking device, this contract is in force, and the monthly fees must be paid in full at the time of any theft or hijacking or attempted theft or hijacking;
- (b) the tracking device is activated and in operation at the time of any theft, hijacking or attempted theft or hijacking;
- (c) the theft or hijacking is immediately reported to the supplier of the required tracking device;
- (d) either the tracking device is self-testing, or you have arranged that it is tested at least once every six months.

If you do not comply with this condition, we will not cover loss of or damage to your vehicle caused by theft or hijacking of your vehicle.

Vehicle: Golf cars

If your vehicle is shown in your policy summary is as a "Golf car" and the driver does not have a valid driver's license, we will cover loss of or damage to your vehicle subject to the following conditions:

- (a) the driver is 16 years or older; and
- (b) your vehicle is used on a golf course.

Vehicle: Ride-on mower, shopping rider or quad bike

If your vehicle is shown in your policy summary is as a "Ride-on mower", "Shopping rider" or "Quad bike" and the driver does not have a valid driver's license, we will cover loss of or damage to your vehicle subject to the following conditions:

- (a) the driver is 16 years or older; and
- (b) your vehicle is not used on a public road.

Terms and conditions

Class of use: Private

If the use of your vehicle is shown in your policy summary as "Private", it may be used for social and domestic purposes and for purposes of pleasure.

Your vehicle may also be used for your profession and journeys between your place of residence and permanent place of business.

It may also be used for the purpose of business, trade or occupation, but only in exceptional circumstances.

If you use your vehicle for business, trade or occupation regularly, for example, you use it for business once or twice every week, it will not be covered under the Private class of use.

Class of use: Business

If the use of your vehicle is shown in your policy summary as "Business", it may be used for social, domestic, pleasure, business, trade or occupational purposes.

Class of use: Farming

If the use of your vehicle is shown in your policy summary as "Farming", it may be used for social, domestic purposes, or for purposes of pleasure and farming.

Unavailable parts

If a part that is needed to repair your vehicle after loss or damage has occurred, is not available as a standard (ready-made) part in the Republic of South Africa, we will pay an amount equal to the value of the part at the time of the loss or damage.

The value of the part will be determined according to the price provided in the most recent catalogue or price list relative to your vehicle.

Your vehicle must be the subject of a valid claim.

The amount includes the reasonable cost to transport the part (other than by air).

Interest of a title holder

If a valid claim occurs and we are advised that your vehicle is the subject of a credit agreement as defined in the National Credit Act (Act 34 of 2005), you agree that we will pay the title holder shown in the agreement up to the outstanding amount only, limited to the insured amount for the vehicle as shown in your policy summary.

If the outstanding amount is less than the insured amount for your vehicle as shown in your policy summary, we will pay the difference to you.

No-claim bonus (NCB)

A no-claim bonus applies to this section of your policy.

If you have not claimed during any renewal period of this policy, you may earn a discount on your premium according to our scale of premiums.

However, if we settle any number of claims, we will adjust the premium according to our NCB scale.

Not covered by this section

Use of your vehicle

Irrespective of the class of use shown in your policy summary, we do not cover your vehicle against loss, damage or liability if it is used for any of the following:

- (a) hiring;
- (b) carrying passengers for hire or passengers who pay a fare (other than vehicle sharing to conserve fuel);
- (c) driving instruction for reward;
- (d) towing another vehicle for reward;
- (e) racing anywhere;
- (f) on a race track, circuit or test circuit;
- (g) speed trials or speed-testing anywhere;
- (h) rallying or competitions involving timing;
- (i) carrying explosives, hazardous substances/materials that require permission or permits from authorities;
- (j) carrying more passengers or weight than your vehicle is licensed or designed to carry;
- (k) if your vehicle is a caravan or trailer, used for any business, trade or occupation or the carriage of any passengers;
- (l) if your vehicle is used for any purpose not described in the class of use for the specific vehicle.

Loss of or damage to your vehicle

We do not cover the following (unless specifically included in your policy summary):

- (a) mechanical, electric or electronic breakdown, failures or breakages, including any consequential loss of or damage to any other mechanical, electrical or electronic component as a result of the mentioned breakdown, failure or breakage;
- (b) depreciation in value whether from repairs or otherwise;
- (c) gradual damage (such as wear, tear, rust, mildew, corrosion, decay);
- (d) damage to tyres caused by the application of brakes or by punctures;
- (e) cuts to or bursting of tyres caused by road hazards;
- (f) damage to the suspension system due to unevenness of the road or other surface or due to impact with such unevenness;
- (g) loss or damage from or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and fraud;
- (h) loss of or damage to your vehicle anywhere outside the countries;

- (i) loss of or damage to your vehicle while it is in the possession, custody or control of a member of the motor trade, except for the purpose of maintenance or repair.

Vehicle liability

We do not cover the following (unless specifically included in your policy summary):

- (a) 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.
- (b) Your legal responsibility arising from :
- using any tool or plant (including any machinery) attached to your vehicle;
 - death, bodily injury and emotional shock or trauma to any person in the Republic of South Africa;
 - damage to property belonging to you or held in trust by you or in your custody or control;
 - damage to property conveyed by or loaded onto or unloaded from your vehicle or a vehicle not shown in your policy summary;
- (c) 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;
- (d) where the regular driver is not the policyholder (whose name is shown in your policy summary) or spouse or any member of your family or your spouse's family who normally lives with you, the legal liability of the regular driver if the regular driver uses a vehicle not shown in your policy summary.

Loss of or damage to your vehicle or a vehicle not shown in the policy summary, as well as vehicle liability

We do not cover loss of or damage to your vehicle or a vehicle not shown in the policy summary or liability incurred:

- (a) if you used your vehicle or a vehicle not shown in your policy summary, while you are under the influence of intoxicating liquor or drugs, or your blood or breath alcohol concentration exceeds the legal limit;
- (b) if any other person is using your vehicle with your express or implied permission who, to your knowledge, is under the influence of intoxicating liquor or drugs or their blood or breath alcohol concentration exceeds the legal limit;
- (c) if you are using your vehicle or a vehicle not shown in your policy summary and you do not have a licence to drive the vehicle, irrespective of where the vehicle is driven;
- (d) if any person is using your vehicle with your express or implied permission and the person does not have a licence to drive the vehicle, irrespective of where the vehicle is driven;
- (e) if the driver type is shown in your policy summary as "Named driver" and any person not named in your policy summary as one of the named drivers, drives your vehicle at the time of the loss or damage;
- (f) resulting directly from the fact that your vehicle or a vehicle not shown in your policy summary is not roadworthy.

DOCUMENT PROPERTIES

- Stakeholders:** Internal staff and intermediaries
- Description:** Example of a Classic (STD) Santam Personal Policy
- Version:** Version 4
- Last updated:** August 2023
- Author:** Underwriting Services and Reinsurance – Personal Lines Underwriting



Santam is an authorised financial services provider (FSP 3416), a licensed non-life insurer and controlling company for its group companies.