

# Business Insurance

## Welcome

More and more women like you are making their mark in the small- and medium-enterprise arena. Ist for Women Insurance Brokers and Auto & General Business Insurance are committed to you and strive to keep your business on the go! Together we have packaged this offer around your specific requirements, so you are never dictated to or forced to pay for cover that you don't want.

Auto & General through Ist for Women Insurance Brokers brings you a policy book that is jargon-free, uncomplicated and easy to read. It is one of the few business insurance documents in South Africa that has received the sought-after Readability Mark for its plain language and user-friendly layout. Note that bold divisions have been made for easy reference purposes, but that you do need to read the full content of each cover type you have selected. This will ensure that you clearly understand all the terms and conditions.

**Business Insurance** through Ist for Women Insurance Brokers takes cover with care to new levels and we promise to remain innovative; ensuring that your unique needs are always met with the most effective solutions in the industry.

*This policy includes consent to the sharing of private underwriting and claims information as set out in the standard disclosures made in terms of the Financial Advisory and Intermediary Services Act.*

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# General Terms and Conditions

*These terms and conditions apply to all aspects of your policy.*

## What makes up your policy of insurance

The schedule, general terms and conditions and the policy wording, together with any correspondence sent to you, as well as any verbal agreements we make, form the policy of insurance between you and us. Please ensure that you are familiar with the contents of all the documents and that all the details noted on the schedules are correct in every respect.

## References in this policy to “you”

Please note that all references to “you” in the policy book indicate the people/person responsible for owning/running the business, whether it is a company, close corporation, partnership or sole proprietorship.

## How we indemnify you

Subject to the terms of your policy, we have the option to either pay, replace or repair (or any combination of these) through a supplier or repairer of our choice.

## Policy changes and cancellation

We may change or cancel your policy by giving you 30 days' notice. We may give notice verbally, by fax, e-mail, SMS or by post to your last-known address. Any change or cancellation that you make will be effective from the time and date agreed to. Please note that if you cancel your policy during the course of an insured month, the premium paid for the rest of that month will not be refunded to you.

If you cancel your policy or any part thereof because you also have cover for the same item/s with another insurer or your vehicle was sold, stolen or written off or for any other reason, then your premium refund will be limited to premiums actually paid in the 12 months prior to cancellation.

## Payments

Your policy is a monthly policy and you must make the monthly payments in advance on the agreed deduction date stated on the schedule. If your deduction date falls on a weekend day or public holiday, your debit order may be lodged for an earlier date.

## Payments not received

If we do not receive the payment for a policy on the deduction date(s) as stated on the schedule, you will not have any cover for the period for which you did not pay. From the second month's due payment, if payment is not made, we will allow a 15-day period of grace for payment. We will then also charge a non-refundable deduction fee. If we do not receive your payment for two months in a row, the policy will be cancelled immediately.

## Reinstatement of interrupted cover

When cover is interrupted because we did not receive your payment, we have the right to debit your account to reinstate your cover. We will then charge a reinstatement fee and debit your account as soon as possible. In addition to the reinstatement fee, you must also make a normal monthly payment for the cover to recommence.

## Your obligations

If you do not fulfil any of the following obligations, cover may be cancelled.

Your obligations are to:

- 1 give us true and complete information;
- 2 comply with all our reasonable requests;
- 3 assist us in all ways to recover indemnification from any other person who caused the loss for which you claim;
- 4 use all reasonable care and take all reasonable precautions to prevent or minimise loss, damage, death, injury or liability;
- 5 not admit any fault, nor make any offer to settle or settlement, without our written agreement;

- 6 inform us if any of the policy details or declarations are incorrect or if any of these details or declarations change;
- 7 tell us if you change the address where you usually keep the items we insure;
- 8 tell us about anything that you have not yet disclosed, but that may be important for us to know in order to accept the policy, or about anything that changes that may be important for us to continue accepting the policy;
- 9 allow us to enter your premises and take, keep possession and deal with any claimed property in any way we consider reasonable. You may not abandon any damaged property to us, whether we have taken possession of the property or not; and
- 10 allow us to use your name in any legal action against any other person to recover any amounts settled, or that we agree to settle, in respect of a claim under your policy.

## **Important time limits**

We will only indemnify you for a claim if you:

- 1 inform us and give us full details of anything that has happened that you may claim for, within 60 days from the date of the incident giving rise to the claim;
- 2 report anything that is lost or stolen to the police within 48 hours;
- 3 give us any documents that you receive in connection with any claim, within 30 days; and
- 4 give us all the information and documentation that we may ask for, within 30 days.

## **General clauses**

### **Other parties' rights**

Only you, the policyholder, has rights in terms of this policy. If you decide not to claim for any damages, that would be your right only. No other person may claim from this policy.

### **Non-adherence to the policy**

If you do not adhere to the terms and conditions of this policy, we have the right to not indemnify you for any claim.

### **Disputed claims**

After we inform you of our decision on a claim, we will allow you 90 days to make representations to us about our decision. If you do not comply with this time limit, we will not reconsider the disputed claim. If we do receive representations, the decision will then be reviewed and the outcome communicated to you.

If, after review, we do not indemnify you for a claim or any part of it and you wish to challenge our decision, you must serve legal process on us within 90 days calculated from the expiry of the 90-day period referred to above. If you do not comply with this time limit, you will be prevented from proceeding with legal process.

### **Contribution**

If a claim is also covered by another policy, we will only indemnify you for our portion.

### **Deliberate or fraudulent act**

We will not indemnify you for a claim when you or a member of your household or business, or anybody who acts on your behalf, deliberately causes the loss, damage or injury. We will also not indemnify you if a claim is fraudulent in any way.

### **First amount payable**

Every time something happens for which you claim, you must pay an excess. That is the uninsured part of your loss. The amounts that you will be responsible for under each section of the cover you have chosen, are stated in your schedule.

### **More than one section of this policy**

If a claim is reported to us, we will decide what section of this policy will apply. Only one section will apply per incident.

## Claims costs

We will pay for the assessments we need to do of claims under your policy. However, if you wish to employ a person to assist you in preparing your claim, indemnification for the costs you incur in this process will be at our discretion.

## Security firms

Should you need to use the services of a legally registered security firm to safeguard your property, we will consider the employees of this security firm as employees of your own - even though they are not directly paid by you. Their employee status will be limited to the duties outlined in the agreement between the security firm and yourself.

### **We do not indemnify you for:**

Any claim for loss, damage, death, injury or liability that is caused by or results from:

### **Riots, wars, political acts, terrorism or any such attempted acts**

- 1 any riot, strike or public disorder (including civil commotion, labour disturbances or lock-out) or any act or activity resulting in or calculated to bring about riot, strike or such disorder;
- 2 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
- 3 mutiny, military uprising, military or usurped power, martial law, state of siege or any other event or cause that determines the proclamation or maintenance of martial law or state of siege, insurrection, rebellion or revolution;
- 4 any act or threat of any act (whether on behalf of any 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;
- 5 any act that is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change or in protest against any state, government or any provincial, local or tribal authority or for the purpose of inspiring fear in the public or any section thereof;
- 6 any attempt to perform any act referred to in clause (4) or (5) above; or
- 7 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in any of clauses (1) to (6) above.

### **War damages fund**

Any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act 1976 (No. 85 of 1976) of the Republic of South Africa or any similar act operative in any of the territories to which your policy applies.

### **Nuclear substances**

Nuclear material, fission, fusion, weapons, explosives, waste, ionising, radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, or from the combustion of nuclear fuel that includes any self-sustaining process of nuclear fission.

### **Nationalisation**

Nationalisation, confiscation, commandeering or requisition by any lawfully constituted authority.

### **Work stoppage**

Stoppage or slowing down of any work, process or operation.

### **Computer processes**

The improper or faulty functioning of any computer or computer-related equipment, for example, the inability or prevention of any computer, data processing equipment, microchip, circuits, software, tools, operating systems, hardware or any other related item from using any data recognising, manipulating, interpreting, processing, storing, receiving, responding, saving, retaining or using any command or instruction. We will not indemnify you should any computer equipment suffer a virus, Trojan horse, time or logic bomb or worm or other destructive or disruptive code, media or program or interference.

## **Asbestos**

Death, injury, illness, costs, expenses of whatsoever type related to asbestos.

## **Deterioration and breakdown**

Failure, breakage or rust, wear and tear, depreciation, perishing, fading, mechanical or electrical breakdown.

## **Contractual liability**

Any loss arising from any contractual liability.

## **Consequential loss**

Consequential loss or damage, except if we specifically state in your schedule that it is covered.

## **Illegal activities**

Any loss or damage caused by the use of the insured property for, or in connection with, any illegal activity and/or the commission of any crime.

*If we say that a claim is not covered because of any of the above, then you must prove the contrary.*

## **South African Special Risks Insurance Association (Sasria)**

Sasria covers you for any accidental or intentional damage to your property caused by any person or group of people taking part in a riot, strike, lock-out, civil commotion or committing any act that has a political, social or economic aim.

This cover is limited to things happening in South Africa. The Sasria master policy is kept by us and is available on request.

### **What is not covered by Sasria**

Sasria does not cover loss or damage that is caused by:

- 1 consequential or indirect means;
- 2 a stoppage or deliberate slowing down of work;
- 3 your property being disposed of or confiscated by any lawful authority;
- 4 any lawful authority when dealing with riots, civil commotion or other political, social or economic act, war and warlike acts;
- 5 an act of terrorism involving the use or release or the threat thereof, of any nuclear weapon or device or chemical or biological agent; and
- 6 looting and theft.

### **Proof**

If Sasria does not pay your claim, it is your duty to prove that you were covered.

## **Undertaking to the Ombudsman**

We subscribe to the principles and rules of the company of the Ombudsman for Short-term Insurance (incorporated under section 21 of the Companies Act) and we will always abide by his or her rulings in respect of any matter referred to him or her by a client.

The Ombudsman for Short-term Insurance can be contacted on 011 726 8900 or at PO Box 32334, Braamfontein 2017.

## **Motor - Comprehensive Cover**

*Under this section you may claim for any accident damage to your insured vehicle, or if it is stolen. You may also claim for the damage you caused to other parties and their property.*

### **Excess**

Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses on the schedule, on top of the basic excess.

## **We will indemnify you for:**

### **The vehicle**

The vehicle is comprehensively insured. We will indemnify you if it is damaged or stolen. The most we will pay for the vehicle is its value stated on the schedule. If the vehicle is financed, we must first pay the finance company after deduction of the excess/es. If parts for the vehicle are not available, and it delays the repairs, we will not indemnify you for the inconvenience or money you lose or for any liability you may incur because of the delay.

### **Towing and storage**

The reasonable cost to store or to tow the vehicle to the closest repairer. You will be personally responsible for the cost of the towing and storage of your vehicle if you do not call the 1st for Women Towline and use the approved towing operator we appoint.

### **Medical costs**

If the vehicle is in an accident and any person in it is injured, we will pay up to **R5 000** towards the medical costs of each injured person.

### **Other parties**

- 1** We will indemnify another party on your behalf for damages, costs and expenses if the insured driver is legally responsible for an accident, which caused damage to another party's property, or if a person died or was injured because of the accident. The accident must have been caused by or be in connection with:
  - a. the vehicle insured on this policy;
  - b. a vehicle, motorcycle, trailer or caravan that was towed by the vehicle you have insured on this policy; or
  - c. a vehicle that is not on the policy, but that the insured driver personally drove, as long as he/she does not own it or have it under a hire or credit agreement. We are not responsible for the vehicle he/she drove or the trailer or caravan that was towed by the vehicle.
- 2** We will also indemnify the other party for damages, costs and expenses caused by any person (excluding passengers) who drove or used the insured vehicle with your permission, provided that this person complies with all terms and conditions of this policy. This person may also not have a claim against another policy.

The maximum we will pay under this section is **R300 000** for fire and explosion and **R2 500 000** for other damage. The amount stated on your schedule is the maximum for death and injury. These limits are per incident.

## **Additional cover**

If you have selected the cover as described below and your schedule states that you are paying a premium for it.

### **Sound system**

The vehicle's sound equipment, hands-free phone kits and citizen band radios.

### **Hail damage**

Hail damage to the vehicle.

### **Canopy**

The canopy of the pick-up.

### **Vehicle hire**

A hired vehicle through our preferred supplier, up to the maximum stated on the schedule, while your vehicle is being repaired after an accident, or/and if your vehicle is stolen. Vehicle hire will be granted provided you have a valid claim.

### **Unauthorised passenger liability**

Third party claims made against you by any person being carried in or on, the insured vehicle described in your schedule should your driver disregard your instructions not to transport passengers.

## Loss of keys

If the keys of an insured vehicle are lost accidentally and it can be proved that an unauthorised person may be in possession of these keys, we will indemnify you for the cost of changing the locks and keys. Cover will include all forms of electronic locks and engine ignition systems.

## Riots outside South Africa/Namibia

We will indemnify you for loss or damage to the insured vehicle should this happen as a result of riots or strikes outside South Africa and Namibia. Cover will not apply if the riot or strike is not politically motivated or related. All other exclusions of this policy will still apply.

## Wreckage removal

We will indemnify you for the removal of the insured vehicle if the authorities demand you do this to prevent or reduce environmental damage.

## Passenger liability

Third-party claims made against you by any person being carried in or on, the insured vehicle described in your schedule

### **We do not indemnify you:**

#### **No licence, under the influence or endorsed licence**

If this vehicle or any other vehicle is being driven by the regular driver, or in the case of this vehicle, by any person who has the general consent of the regular driver to drive this vehicle, and if the driver:

- 1 is not licensed to drive or drives while under the influence of alcohol or drugs, or while the percentage of alcohol in the driver's blood exceeds the legal limit or when the driver fails a breathalyser test; or
- 2 has an endorsed licence, whether the endorsement is displayed on the licence or is on record with the authorities for negligent, reckless or drunken driving, or for driving while the percentage of alcohol in that person's blood exceeds the legal limit.

#### **Vehicle not roadworthy**

When the vehicle or the caravan or trailer that it tows is involved in an accident, and it is not in a roadworthy condition as defined in the legislation relating to roadworthiness, or when the law or traffic regulations do not allow towing.

#### **Unauthorised use of vehicle**

If someone uses the vehicle without your knowledge and consent and you have not laid a criminal charge against them with the police, within 48 hours. You may also not withdraw the charge.

#### **Vehicle used to earn an income or for racing**

If the vehicle is used to carry persons for reward (whether it be financially or in any other way) or fare-paying passengers, or if it is used for hiring, racing or competition.

#### **Vehicle used to transport heavy loads**

If the vehicle is used to carry any load, or number of people, in excess of its registered capacity.

#### **Vehicle used in the motor trade**

When the vehicle is used in connection with the motor trade, unless it is in for service or repairs.

#### **Vehicle used in certain countries outside South Africa**

When the vehicle is used outside South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe. We will not indemnify other parties on your behalf when the vehicle is used outside South Africa.

#### **Accidental death or injury of a household member or employee**

If a member of your household dies or is injured in an accident or if a person who works for you dies or is injured while he/she is working, unless such person would be regarded as a third party by a court of law.

## Accidental death or injury of passenger

If any person being carried in or on the insured vehicle dies or is injured in an accident and you are held legally liable.

## Property in your possession and that of your household members

For your property and the property of your household members, and other property that you and your household members have with them at the time of the accident.

## Cover under the Road Accident Fund

For what will be paid for under the compulsory motor vehicle insurance legislation.

## Consequential or contractual loss

Other, further loss you may suffer as a result of an accident involving the insured vehicle.

## Reduction in value

If the vehicle's value depreciates due to damage caused in an accident involving the insured vehicle.

## Lack of maintenance

If you suffer loss or damage because the vehicle has not been maintained and serviced to ensure that it will be in good working order.

## Wear and tear due to usage

Where you suffer gradual loss and damage related to the normal daily use of the vehicle.

# Motor - Third Party, Fire and Theft

*Under this section you may claim for certain specified damage to your insured vehicle, or if it is stolen. You may also claim for the damage you caused to other parties and their property. You may not claim for accident damage to your vehicle.*

## Excess

Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses on the schedule, on top of the basic excess.

## We will indemnify you for:

### The vehicle

The vehicle is insured for third party, fire and theft. We will indemnify you if it is damaged as a direct result of fire, explosion, lightning or an attempted theft, or if it is stolen. The most we will pay for the vehicle is its value stated on the schedule. If the vehicle is financed, we must first pay the finance company. If parts for the vehicle are not available, and it delays the repairs, we will not indemnify you for the inconvenience or money you lose or for any liability you may incur because of the delay.

### Towing and storage

The reasonable cost to store or to tow the vehicle if it was damaged by any of the perils covered under this section, to the closest repairer. You will be personally responsible for the cost of the towing and storage of your vehicle if you do not call the 1st for Women Towline and use the approved towing operator we appoint.

### Medical costs

If the vehicle is in an accident and any person in it is injured, we will pay up to **R5 000** towards the medical costs of each injured person.

### Other parties

I We will indemnify another party on your behalf for damages, costs and expenses if the insured driver is legally responsible for an accident, which caused damage to another party's property, or if a person died or was injured because of the accident. The accident must have been caused by or be in connection with:

- a. the vehicle insured on this policy;
  - b. a vehicle, motorcycle, trailer or caravan that was towed by the vehicle you have insured on this policy; or
  - c. a vehicle that is not on the policy, but that the insured driver personally drove, as long as he/she does not own it or have it under a hire or credit agreement. We are not responsible for the vehicle he/she drove or the trailer or caravan that was towed by the vehicle.
- 2** We will also indemnify the other party for damages, costs and expenses caused by any person (excluding passengers) who drove or used the insured vehicle with your permission, provided that this person complies with all terms and conditions of this policy.

The maximum we will pay under this section is **R300 000** for fire and explosion and **R2 500 000** for other damage. The amount stated on your schedule is the maximum for death and injury. These limits are per incident.

## **Additional cover**

If you have selected the cover as described below and your schedule states that you are paying a premium for it.

### **Sound system**

The vehicle's sound equipment, hands-free phone kits and citizen band radios.

### **Glass**

Damage to the windscreen and window glass of the vehicle.

### **Canopy**

The canopy of the pick-up.

### **Vehicle hire**

A hired vehicle through our preferred supplier, up to the maximum stated on the schedule, if your vehicle is stolen. Vehicle hire will be granted provided you have a valid claim.

### **Passenger liability**

Third-party claims made against you by any person being carried in or on, the insured vehicle described in your schedule.

### **Unauthorised passenger liability**

Third-party claims made against you by any person being carried in or on, the insured vehicle described in your schedule, should your driver disregard your instructions not to transport passengers.

### **Loss of keys**

If the keys of an insured vehicle are lost accidentally and it can be proved that an unauthorised person may be in possession of these keys, we will indemnify you for the cost of changing the locks and keys. Cover will include all forms of electronic locks and engine ignition systems.

### **Riots outside South Africa/Namibia**

We will indemnify you for loss or damage to the insured vehicle should this happen as a result of riots or strikes outside South Africa and Namibia. Cover will not apply if the riot or strike is not politically motivated or related. All other exclusions of this policy will still apply.

### **Wreckage removal**

We will indemnify you for the removal of the insured vehicle if the authorities demand you do this to prevent or reduce environmental damage, provided that the vehicle damage was due to a peril covered by this section.

## **We do not indemnify you:**

### **No licence, under the influence or endorsed licence**

If this vehicle or any other vehicle is being driven by the regular driver, or in the case of this vehicle, by any person who has the general consent of the regular driver to drive this vehicle, and if the driver:

- 1 is not licensed to drive or drives while under the influence of alcohol or drugs, or while the percentage of alcohol in the driver's blood exceeds the legal limit or when the driver fails a breathalyser test; or
- 2 has an endorsed licence, whether the endorsement is displayed on the licence or is on record with the authorities for negligent, reckless or drunken driving, or for driving while the percentage of alcohol in that person's blood exceeds the legal limit.

### **Vehicle not roadworthy**

When the vehicle or the caravan or trailer that it tows is involved in an accident, and it is not in a roadworthy condition as defined in the legislation relating to roadworthiness, or when the law or traffic regulations do not allow towing.

### **Unauthorised use of vehicle**

If someone uses the vehicle without your knowledge and consent and you have not laid a criminal charge against them with the police, within 48 hours. You may also not withdraw the charge.

### **Vehicle used to earn an income or for racing**

If the vehicle is used to carry persons for reward (whether it be financially or in any other way) or fare-paying passengers, or if it is used for hiring, racing or competition.

### **Vehicle used to transport heavy loads**

If the vehicle is used to carry any load, or number of people, in excess of its registered capacity.

### **Vehicle used in the motor trade**

When the vehicle is used in connection with the motor trade, unless it is in for service or repairs.

### **Vehicle used in certain countries outside South Africa**

When the vehicle is used outside South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe. We will not indemnify other parties on your behalf when the vehicle is used outside South Africa.

### **Accidental death or injury of a household member or employee**

If a member of your household dies or is injured in an accident or if a person who works for you dies or is injured while he/she is working, unless such person would be regarded as a third party by a court of law.

### **Accidental death or injury of passenger**

If any person being carried in or on the insured vehicle dies or is injured in an accident and you are held legally liable.

### **Property in your possession and that of your household members**

For your property and the property of your household members, and other property that you and your household members have with them at the time of the accident.

### **Cover under the Road Accident Fund**

For what will be paid for under the compulsory motor vehicle insurance legislation.

### **Lack of maintenance**

If you suffer loss or damage because the vehicle has not been maintained and serviced to ensure that it will be in good working order.

### **Wear and tear due to usage**

Where you suffer gradual loss and damage related to the normal daily use of the vehicle.

## Motor - Third Party Only

*Under this section you may claim for the damage you caused to other parties and their property.*

### Excess

Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses on the schedule, on top of the basic excess.

### We will indemnify you for:

#### The vehicle

The vehicle is insured for third party only. We will only indemnify you for damage you caused to other parties or their property. We will not indemnify you if the vehicle is damaged or lost.

#### Medical costs

If the vehicle is in an accident and any person in it is injured, we will pay up to **R5 000** towards the medical costs of each injured person.

#### Other parties

- 1** We will indemnify another party on your behalf for damages, costs and expenses if the insured driver is legally responsible for an accident, which caused damage to another party's property, or if a person died or was injured because of the accident. The accident must have been caused by or be in connection with:
  - a. the vehicle insured on this policy;
  - b. a vehicle, motorcycle, trailer or caravan that was towed by the vehicle you have insured on this policy; or
  - c. a vehicle that is not on the policy, but that the insured driver personally drove, as long as he/she does not own it or have it under a hire or credit agreement. We are not responsible for the vehicle he/she drove or the trailer or caravan that was towed by the vehicle.
- 2** We will also indemnify the other party for damages, costs and expenses caused by any person (excluding passengers) who drove or used the insured vehicle with your permission, provided that this person complies with all terms and conditions of this policy. This person may also not have a claim against another policy.

The maximum we will pay under this section is **R300 000** for fire and explosion and **R2 500 000** for other damage. The amount stated on your schedule is the maximum for death and injury. These limits are per incident.

### Additional cover

If you have selected the cover as described below and your schedule states that you are paying a premium for it.

#### Sound system

The vehicle's sound equipment, hands-free phone kits and citizen band radios.

#### Passenger liability

Third-party claims made against you by any person being carried in or on, the insured vehicle described in your schedule.

#### Unauthorised passenger liability

Third-party claims made against you by any person being carried in or on, the insured vehicle described in your schedule, should your driver disregard your instructions not to transport passengers.

### We do not indemnify you:

#### No licence, under the influence or endorsed licence

If this vehicle or any other vehicle is being driven by the regular driver, or in the case of this vehicle, by any person who has the general consent of the regular driver to drive this vehicle, and if the driver:

- 1** is not licensed to drive or drives while under the influence of alcohol or drugs, or while the percentage of alcohol in the driver's blood exceeds the legal limit or when the driver fails a breathalyser test; or

- 2** has an endorsed licence, whether the endorsement is displayed on the licence or is on record with the authorities for negligent, reckless or drunken driving, or for driving while the percentage of alcohol in that person's blood exceeds the legal limit.

### **Vehicle not roadworthy**

When the vehicle or the caravan or trailer that it tows is involved in an accident, and it is not in a roadworthy condition as defined in the legislation relating to roadworthiness, or when the law or traffic regulations do not allow towing.

### **Unauthorised use of vehicle**

If someone uses the vehicle without your knowledge and consent and you have not laid a criminal charge against them with the police, within 48 hours. You may also not withdraw the charge.

### **Vehicle used to earn an income or for racing**

If the vehicle is used to carry persons for reward (whether it be financially or in any other way) or fare-paying passengers, or if it is used for hiring, racing or competition.

### **Vehicle used to transport heavy loads**

If the vehicle is used to carry any load, or number of people, in excess of its registered capacity.

### **Vehicle used in the motor trade**

When the vehicle is used in connection with the motor trade, unless it is in for service or repairs.

### **Vehicle used in certain countries outside South Africa**

When the vehicle is used outside South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland and Zimbabwe. We will not indemnify other parties on your behalf when the vehicle is used outside South Africa.

### **Accidental death or injury of a household member or employee**

If a member of your household dies or is injured in an accident or if a person who works for you dies or is injured while he/she is working, unless such person would be regarded as a third party by a court of law.

### **Accidental death or injury of passenger**

If any person being carried in or on, the insured vehicle dies or is injured in an accident and you are held legally liable.

### **Property in your possession and that of your household members**

For your property and the property of your household members, and other property that you and your household members have with them at the time of the accident.

### **Cover under the Road Accident Fund**

For what will be paid for under the compulsory motor vehicle insurance legislation.