



NEDBANK
INSURANCE

MyCover Credit Shortfall terms and conditions

see money differently

This policy is underwritten by Nedgroup Insurance Company Limited Registration No 1993/001021/06. A licensed and designated insurer and an authorised financial service provider (FSP 41104).

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Introduction

At Nedbank Insurance we offer cover and expertise you can bank on. We believe in partnering with our clients to ensure peace of mind and to avoid financial hardship wherever possible.

MyCover Credit Shortfall covers the financial gap between the amount paid out by your underlying vehicle insurer after a total loss and the outstanding amount under a vehicle credit agreement.

This document describes the policy terms and conditions and explains how your policy works.



For Policy administration, Claims reporting or any administration queries.

You have the following options:

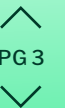
- 1 Log onto the Nedbank Money app. It's Convenient. Easy. Secure.
- 2 Email us at insurance@nedbank.co.za
- 3 Call us on 0860 333 111

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Definitions

you and your	The person or entity shown on the schedule as the insured.
us, our and we	Nedgroup Insurance Company Limited – reg no 1993/001021/06, a licensed financial services provider (FSP 41104).
your last known address	Your postal or email address that you have given us to receive our communications.
policy schedule	The annexure forming part of this policy that has your personal details and includes the vehicle description, insurance period and the premium payable.
policy start date	The date on which the policy begins and cover becomes effective.
renewal date	The first day of a new period of 12 consecutive months of cover, as shown on the schedule.
renewal period	A period of 12 consecutive months, starting from the policy start date or renewal date as shown on the schedule.
effective date	The date on which a change to the policy becomes effective.
date of loss	The date on which the loss of or damage to your vehicle, shown on the schedule, occurs.
excess	The amount that you must pay if you claim against the underlying policy.
credit agreement	A legally enforceable credit agreement in terms of the National Credit Act, 34 of 2005, that you and a credit provider have entered into for your vehicle.
credit provider	The registered financial institution, shown on the schedule, that has entered into the vehicle credit agreement with you.
total loss	When the vehicle on the schedule has been, in the opinion of the underlying insurer, damaged beyond economical repair or has been stolen and not recovered in a reasonable period.

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total loss settlement	The amount that your underlying insurer pays in respect of a valid total loss claim.
settlement balance	The amount that you owe at the date of loss that would clear your outstanding liability to the credit provider in line with the credit agreement for the vehicle on the schedule.
underlying insurer	A registered insurance company operating under the laws of the Republic of South Africa.
underlying insurance policy	A current, valid and comprehensive vehicle insurance policy that is in your name and covers accidental loss of or damage to the vehicle on the schedule.
ex-gratia	An ex-gratia payment is a non-contractual partial or full payment following loss of or damage that is made without prejudice when a claim against the underlying policy is declined.
vehicle	Any car, light delivery vehicle, trailer or caravan described in your schedule.
car	A private type of motor car (including station wagons, minibuses, motorised caravans and the like, or similar vehicles) made to seat 10 persons or fewer (including the driver), and not more than 3 500 kg in gross vehicle mass.
light delivery vehicle	A light delivery vehicle (including a panel van or double cab) not more than 3 500 kg in gross vehicle mass.
caravan	A vehicle (other than a trailer) that is not self-propelled and is made or adapted to be towed by a self-propelled vehicle.
trailer	A vehicle (other than a caravan) that is not self-propelled and is made or adapted to be towed by a self-propelled vehicle with a carrying capacity not more than 750 kg.
vehicle sharing	The acceptance of payment for giving lifts to passengers, when it is part of a vehicle sharing agreement for social or commuting, provided that: <ul style="list-style-type: none">• the passengers are not being carried in the course of a passenger-carrying business; and• the total payments received for these journeys do not involve any element of profit.
countries	South Africa, Namibia, Lesotho, Botswana, Eswatini, Zimbabwe, Zambia, Malawi and Mozambique.
claim	Any request for compensation, whether any amounts were established for the claim.

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General conditions and exclusions

Cover under this policy is provided subject to the following general conditions and exclusions.

General conditions

1 Basis of this policy

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

2 Cover provided by this policy

We will provide cover under this policy only if we have received your premium as set out under general condition 4.

3 Period of this policy

3.1 Monthly paid policies

The period of this policy is initially the period from the start date of this policy, as shown on the schedule, 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.

3.2 Annually paid policies

The period of this policy is initially the period from the start date of the policy as shown on the schedule to midnight on the day before the start date of the following year.

4 Premium payments

4.1 Monthly premium payment by debit order

You must pay your premium every month by debit order before the beginning of the month to which the cover applies.

If you pay by debit order, we will present your debit order to your paying agent on the date shown on the schedule.

4.1.1 If we do not receive your premium by the date on the schedule, we will present your debit order again and collect it with your debit order for the next month.

4.1.2 If we cannot collect the outstanding amount, your policy will end on the last day of the month for which we have received your premium.

4.2 Annual premium payment by debit order

4.2.1 You must pay your premium every year by debit order before the beginning of the year to which your cover applies. The year does not have to start in January — it can start in any month of the year. We will present your debit order to your paying agent on the date shown on the schedule.

4.2.2 If we do not receive your premium by the date shown on the schedule, we will present your debit order again and collect it no later than 31 days from the first collection.

4.3 Annual payment by electronic funds transfer (EFT)

If you pay your premium yearly by EFT, you must pay the premium to us by the start or renewal date of your policy. If we do not receive your premium within 31 days from these dates, your policy will end on the last day of the annual period for which we have received your premium.

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5 Changes to this policy

We may change this policy by giving you 31 days' written notice.

6 Cancellation

- 6.1 You can cancel this policy at any time.
- 6.2 We can cancel this policy by giving you 31 days' written notice of the cancellation at your last known address on the schedule.
- 6.3 Your policy will also be cancelled if a claim has been paid out.

7 Claims

- 7.1 You must tell us as soon as possible of any event that may result in a claim and if any other policy that you have covers the same event.
- 7.2 You must give us full details of the event within 60 days, together with:
 - 7.2.1 a copy of your credit agreement;
 - 7.2.2 a statement of your credit agreement account and transaction history;
 - 7.2.3 a copy of the agreement of loss contract that you and the underlying insurer have signed; and
 - 7.2.4 any other documents or details that we may need.
- 7.3 **Time limits**
 - 7.3.1 If we reject your claim or dispute the claim amount, and we tell you about this in writing, you may, within 90 days from the date of our communication, make a written representation to us.

7.3.2 If we still reject your claim or dispute the claim amount, you may start legal proceedings against us. You must do this within 180 days from the date on which we communicated your written representations.

7.3.3 After 12 months from the date of the event that has given rise to the claim, we will no longer be liable, unless the claim is the subject of pending court action or arbitration.

8 Fraudulent or wilful acts

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

- 8.1 a claim or any part of it (including a claim under the underlying policy) is fraudulent or if you or anyone acting on your behalf uses any fraudulent means to benefit under this policy;
- 8.2 a claim happens due to a deliberate, or wilful, or intentional act committed by you or with your involvement or anyone acting on your behalf;
- 8.3 the claim information is untrue or if the documents to support your claim are fraudulent; or
- 8.4 you or anyone acting on your behalf exaggerates the extent of the claim.

9 Duty of care

You must take all reasonable precautions and care to prevent or minimise loss or damage.

10 Other insurance

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

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11 Your rights

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

12 Disclosure of information that might affect the risk

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

- 12.1 have not given us all the details that affect the risk; or
- 12.2 have misrepresented or misdescribed any details that affect the risk, whether in connection with;
 - 12.2.1 your underlying policy or claim; or
 - 12.2.2 this policy or claim with regard to this policy.

You must tell us immediately of any change to the risk. If the risk changes, it may result in a change in cover or premium from the date of the change. If you do not tell us about any material changes to the risk, we will be entitled to void the policy or reject any claim that occurred after the change in the risk.

13 Jurisdiction

This policy is subject to the jurisdiction of the courts and laws of the Republic of South Africa.

14 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 conditions, exclusions or any other terms of this policy in the event of a claim.

15 Amendments to conform to law

You and we agree that any terms or conditions of this policy that are against any law will be changed to adhere to the law.

16 Insurable interest

You may only insure a vehicle in which you have an insurable interest. You only have an insurable interest in the vehicle if you stand to suffer a direct loss due to it being lost or damaged.

17 Cooling-off period

You may cancel this policy within 14 days from its start date. We will then refund any premium that you have paid during this period, provided that you have not submitted a claim and no compensation has been paid under this policy.

18 Your right to privacy and sharing of your information

18.1 Sharing of information

- 18.1.1 To combat insurance fraud and to determine and properly evaluate risks, the South African Insurance Association (SAIA) has created a shared database for storing insurance information of policyholders. We will store your information in the shared database to verify any underwriting information against legally recognised sources or databases.
- 18.1.2 Fighting insurance fraud will benefit you, because fraud has an enormous effect on the short-term insurance industry. It affects the evaluation and determination of risks by insurers, and it affects you directly as it leads to higher premiums. We are serious about combating fraud and the fair evaluation of risks, because we want to keep your premium as fair and competitive as possible.

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18.2 Your right to privacy

18.2.1 Your privacy is very important and we will use all reasonable efforts to ensure that any information, including personal information (like your name, physical address, identification number or phone number) that you give us or that we collect from you or third parties is processed, transferred and stored in a secure manner.

18.2.2 We may, however, process your personal information (as defined in section 1 of the Protection of Personal Information Act, as amended from time to time), including fingerprints, biometric personal identification details, photographs and identity verification, to provide financial services and to detect and prevent fraud and money laundering. We may also send your personal information by electronic or other means for processing to third parties and foreign countries (if necessary) to deliver a financial service to you. You understand that these countries may not have specific data privacy laws. If that is the case, we will enter into appropriate confidentiality agreements with these service providers in the foreign countries.

18.3 Your authorisation to us

18.3.1 You acknowledge that, in the public interest, the sharing of information about claims and underwriting records by insurance companies is desirable to enable them to assess risks fairly, issue policies and reduce the incidence of fraudulent claims. This will contribute to keeping premiums as low as possible.

18.3.2 You therefore consent to us processing and sharing your information for this insurance policy for underwriting purposes or to validate your insurance claim in terms of this policy.

18.3.3 You consent to the information being stored in the shared database and used as set out above.

18.3.4 You consent to the information being given to any insurer or its agent.

18.3.5 You consent to any underwriting information being verified against and shared with legally recognised sources or databases.

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General exclusions

We will not cover any loss or damage if:

- 1 your underlying insurer rejects your claim under the underlying policy;
- 2 you cancel the underlying policy;

- 3 the underlying insurer makes payment for your loss or damage to your vehicle on an ex-gratia basis; or
- 4 the vehicle is anywhere outside the countries covered under the policy.





Credit shortfall cover

1 Insured event and basis of settlement

- ✓ We will pay the difference (not more than R500 000) between the total loss settlement and the settlement balance to your credit provider.

We will pay this difference only if your underlying insurer has accepted a claim for the vehicle on this schedule being either:

- a in their opinion beyond economical repair following loss or damage; or
- b stolen and not recovered in a reasonable period.

✗ We will not pay for the following:

- a Arrears, including interest payable on the arrears.
- b Refunds of premiums for cancellation of insurance cover relating to the vehicle.
- c Excess amounts of more than R5 000 paid to the underlying insurer.

2 Class of use

- ✓ The vehicle on this schedule is covered for private, professional and business purposes, but excludes use for 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 Courier services or the security industry (armed response duty only).
 - e Towing another vehicle for reward.
 - f Racing of any kind, speed or other contests or trials, rallying or competitions involving timing.
 - g Carrying explosives, hazardous substances or materials that require permission or permits from authorities.
 - h Carrying more passengers or weight than the vehicle is licensed or made to carry.
 - i Being in the possession, custody or control of a member of the motor trade, except for the purpose of maintenance or repair.
 - j Transportation of goods for trade purposes.

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