



**NEDBANK**  
INSURANCE

# MyCover Total Loss policy 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

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**At Nedbank Insurance, we offer cover and insurance 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 Total Loss pays out for accidental loss of or damage to your vehicle where the vehicle is a total loss. We also cover any accident caused by or in connection with your vehicle according to which the insured becomes legally responsible for paying for:

- the death of or bodily injury to other persons; or
- damage to property.

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

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## **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](mailto:insurance@nedbank.co.za)
- 3 Call us on 0860 333 111

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# Definitions

<b>you and your</b>	The person or entity shown on the schedule as the insured.
<b>us, our and we</b>	Nedgroup Insurance Company Limited – reg no 1993/001021/06, a licensed financial services provider (FSP 41104).
<b>your last known address</b>	Your postal or email address that you have given us to receive our communications.
<b>policy schedule</b>	The annexure forming part of this policy that has your personal details and includes the vehicle description, insurance period and the premium payable.
<b>policy start date</b>	The date on which the policy begins and cover becomes effective.
<b>renewal date</b>	The first day of a new period of 12 consecutive months of cover, as shown on the schedule.
<b>effective date</b>	The date on which a change to the policy becomes effective.
<b>excess</b>	The amount that you must pay if you claim against the underlying policy.
<b>credit agreement</b>	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.
<b>credit provider</b>	The registered financial institution, shown on the schedule, that has entered into the vehicle credit agreement with you.
<b>total loss</b>	When the vehicle in the schedule has been, in our opinion, damaged beyond economical repair, including accidental loss of or damage to the vehicle if the cost of repair exceeds 70% of the current retail value of the vehicle or if the vehicle has been stolen and not recovered in a reasonable period.

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<b>vehicle</b>	Any car, light delivery vehicle, trailer or caravan described in your schedule.
<b>car</b>	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.
<b>light delivery vehicle</b>	A light delivery vehicle (including a panel van or double cab) not more than 3 500 kg in gross vehicle mass.
<b>caravan</b>	A vehicle (other than a trailer) that is not self-propelled and is made or adapted to be towed by a self-propelled vehicle.
<b>trailer</b>	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.
<b>vehicle sharing</b>	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"><li>• the passengers are not being carried in the course of a passenger-carrying business; and</li><li>• the total payments received for these journeys do not involve any element of profit.</li></ul>
<b>countries</b>	South Africa, Namibia, Lesotho, Botswana, Eswatini, Zimbabwe, Zambia, Malawi and Mozambique.
<b>claim</b>	Any request for compensation, whether any amounts were established for the claim.
<b>insured person</b>	The owner of the vehicle at the time the policy is purchased.
<b>private use</b>	When the vehicle is used for: <ul style="list-style-type: none"><li>• social and domestic purposes;</li><li>• pleasure; and</li><li>• journeys between home and work (your place of residence and permanent place of business).</li></ul>

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<b>roadworthy</b>	The vehicle must be maintained according to the roadworthy requirements of the National Road Traffic Act, 93 of 1996 (as amended).
<b>manufacturer</b>	The entity who manufactured or supplied the vehicle, as specified in the recorded proposal or welcome letter schedule.
<b>financial institution</b>	The credit provider that is a financial institution registered in South Africa and whose interest in the vehicle forms the subject matter of the credit agreement.
<b>motorcycle</b>	A motorcycle, scooter, scrambler or quad bike.
<b>licence</b>	A valid driving licence in compliance with legislation of the specific country where the vehicle is used at the time of any loss or damage. (A person who is learning to drive must comply with legislation concerning learner drivers.)
<b>retail value</b>	The retail price in the particular month's issue of the Auto Dealers' Guide (TransUnion Auto Information Solutions) and adjusted according to the average Kilometre and Condition Chart in the guide at the date that the total loss occurs. If the guide does not show the particular make and model of a vehicle, we will use the average valuation of two independent motor industry sources of our choice as the retail value of your vehicle.
<b>vehicle accessories</b>	Non-standard factory-fitted attachments will be covered only if they are noted separately in your policy schedule, included in the cover amount, and if we have charged a premium for the accessories. You must give us proof that you fitted the accessories to your vehicle before the loss.

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# 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 that 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 in section 4 below.

## 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.

Your cover start date is the day on which we receive your first successful premium payment and it is valid until:

- 3.1.1 you stop paying your premiums;
- 3.1.2 you or we cancel your policy;
- 3.1.3 your vehicle is sold or written off;
- 3.1.4 we pay out a claim under the total-loss benefit; or
- 3.1.5 the compensation limit under your policy is reached, whichever happens first.

### 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 before the start date of the following year.

Your cover start date is the day on which we receive your first successful premium payment and it is valid until:

- 3.2.1 you stop paying your premiums;
- 3.2.2 you or we cancel your policy;
- 3.2.3 your vehicle is sold or written off;
- 3.2.4 we pay out a claim under the total-loss benefit; or
- 3.2.5 you reach the compensation limit for your benefit under your policy, whichever happens first.

## 4 Premium payments

### 4.1 Monthly premium payment by debit order

- 4.1.1 You must pay your premium by debit order every month before the beginning of the month to which your cover applies. If you pay by debit order, we will present your debit order to your paying agent on the date shown in the schedule.
- 4.1.2 If we do not receive your premium by that date, we will present your debit order again and collect it together with your debit order for the next month.
- 4.1.3 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.

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## 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 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 debit order date shown on the schedule.

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

4.2.3 If we cannot collect this debit order, this policy ends on the last day of the annual period for which we have received your premium.

## 4.3 Annual payment by electronic funds transfer (EFT)

If you pay your premium yearly by electronic funds transfer (EFT), you must pay the premium to us by the start date of your policy. If we do not receive your premium within 31 days from the start date, your policy ends on the last day of the annual period for which we have received your premium.

## 4.4 Premium increases

We reserve the right to increase the premium once a year by giving you 31 days' written notice to your last known address as shown on the schedule.

## 4.5 Changes to banking details

You must notify us of any change in your banking details at least 10 days before the next premium is due.

## 5 Changes to this policy

We may change this policy by giving you 31 days' written notice of the changes at your last known address as shown on the schedule.

## 6 Cancellation

You can cancel this policy at any time. We can cancel this policy by giving you 31 days' written notice of the cancellation at your last known address.

## 7 Claims

### 7.1 How to claim

7.1.1 You must tell us as soon as possible of any event that may result in a claim and whether any other policy that you have covers the same event.

7.1.2 You must give us full details of the event within 31 days, and all the documents we may need.

7.1.3 You must tell us immediately in writing if you become aware of any possible prosecution, legal proceedings or claim against you after an event.

7.1.4 You must report any claim event that involves theft or any other criminal act to the police within 48 hours of the incident.

7.1.5 You may not, without our written consent, admit liability, make an offer or promise to pay, or actually pay, for any event that may result in a claim.

7.1.6 You may not, without our written consent, agree to any partial payment or any settlement that any third party offers to you as compensation for loss, damage or liability that your policy covers. In the event of any damage, you must do everything you can to protect the vehicle from further loss or damage.

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## 7.2 How we settle claims

We may settle your claim via cash settlement. The limit is the amount shown on the schedule minus any excess, if applicable.

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

## 7.3 Our rights after an event that may lead to a claim

7.3.1 You must allow us or our appointed agent to enter any premises required and to take possession of any damaged insured property.

7.3.2 You must give us all the information and help that we need. We may also take over the recovery, defence or settlement of a claim and handle it in your name.

7.3.3 We may, at any time, give up 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 no longer have any further liability.

7.3.4 If this policy insures you and any other person, we may give any compensation to the other person and we will no longer have any further liability.

7.3.5 On assessment, if the damage does not exceed 70% (in line with the definition of 'total loss' above) and does not fall within the benefits of this policy, you will be liable for the towing and storage cost incurred.

## 7.4 Time limits

7.4.1 If we reject your claim or dispute the claim amount, which we will communicate to you in writing, you may, within 90 days from the date of our communication make written representations to us.

7.4.2 If we still reject your claim or dispute the claim amount, you may start legal proceedings against us. By law you must do this within 180 days from the date on which we responded to your written representation.

7.4.3 We are not liable after 12 months from the date of the event that resulted in the claim, unless the claim is:

7.4.3.1 the subject of pending court action or arbitration; or

7.4.3.2 for amounts for which you may become legally liable.

## 7.5 No premium refund for an item or event if a claim is settled

If we compensate you for a claim, we will not refund any premium for the remainder of the period of your cover for that event or item.

## 7.6 Fraudulent or wilful acts

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

7.6.1 a claim or any part of it is fraudulent or if you or anyone acting on your behalf uses any fraudulent means to benefit from this policy;

7.6.2 a claim happens due to a deliberate, wilful or intentional act committed by you or with your involvement, or by anyone acting on your behalf or with the involvement of anyone acting on your behalf;

7.6.3 the claim information is untrue or the documents to support your claim are fraudulent; or

7.6.4 you or anyone acting on your behalf exaggerates the extent of the claim.

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## 8 Duty of care

You must take all reasonable precautions and care to prevent or minimise loss, damage, death, injury or liability.

## 9 Your rights

You (in this paragraph meaning the names set out in the schedule) may not cede or assign your rights or obligations to another person.

The rights you enjoy under your policy are in addition to any contractual rights under statute or common law and do not detract from these latter rights.

## 10 Other insurance

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

## 11 Disclosure of information that affects the risk

For this general condition the term 'you' includes any person acting on your behalf.

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

- 11.1 have not given us all the details that affect the risk; or
- 11.2 have misrepresented or misdescribed any details that affect the risk.

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

## 12 Excess

The excess is the amount you must pay before we can settle a claim. Our compensation is limited to the amount shown on the policy schedule, minus any excess. Your policy schedule shows when you have to pay excess.

If the excess is based on a percentage of the loss or damage, the percentage will be applied to the amount of the loss or damage that has actually happened.

## 13 Jurisdiction and currency

This policy is valid only within the territorial limits of South Africa and is subject to the jurisdiction of the courts of South Africa, and South African law applies. All payments will be made in rands.

## 14 Your right to privacy and sharing of your information

### 14.1 Sharing of information

14.1.1 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.

14.1.2 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 about the fair evaluation of risks, because we want to keep your premium as fair and competitive as possible.

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## 14.2 Your right to privacy

14.2.1 Your privacy is important, and we will use all reasonable efforts to ensure that any information, including personal information (like your name, physical address, ID 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.

14.2.2 We may, however, process your personal information (as defined in section 1 of the Protection of Personal Information Act, 4 of 2013, which act may sometimes change), including fingerprints, biometric personal identification details and photographs and through 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 acknowledge 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 based in the foreign countries.

## 14.3 Your authorisation to us

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

14.3.2 You therefore give us permission to process and share your information for this policy for underwriting purposes or to validate a claim that you have made or that someone has made on your behalf in terms of this policy.

14.3.3 You give us permission to store your information in the shared database and use it as explained above.

14.3.4 You give us permission to give your information to any insurer or its agent.

14.3.5 You give us permission to verify any underwriting information against, and share it with, legally recognised sources or databases.

## 15 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 provisions of this policy if you claim.

## 16 Amendments to conform to law

You and we agree that any terms or conditions of this policy that go against any law will be changed to be in line with the law.

## 17 Insurable interest

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

## 18 Cooling-off period

You may cancel this policy within 14 days of the date you have received your policy documents. We will then refund any premium that you have paid during this period, if you have not submitted a claim and we have not compensated you under this policy.

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## 19 Release of liability

It is expressly agreed and declared that we will have no liability or obligations under your policy if you do not fully comply with the terms and conditions of your policy.

## 20 Unavailable parts

If a part that is needed to repair the vehicle, or a third-party vehicle, is not available as a standard, ready-made part in South Africa, we will pay an amount equal to the value of the part at the time of the loss or damage, including reasonable cost to transport the part (not by air). We determine the value of the part according to the price in the most recent catalogue or price list for the vehicle.

## 21 Salvage

If we pay a total-loss claim, the vehicle becomes our property and all payments received for the sale of the vehicle or its salvage will be for our benefit. You have to help us finalise the salvage of the vehicle timeously. We reserve the right to recover from you any loss that we incur because you did not help us timeously.

## 22 Security measures

### 22.1 Security device

If a security device is required, this will be shown on the policy schedule (as 'Yes') and loss of or damage to the vehicle after theft will be covered only if the required security device is:

- 22.1.1 installed in or on the vehicle;
- 22.1.2 in a working condition; and
- 22.1.3 activated or put into operation when the vehicle is left unattended.

### 22.2 Tracking device

If a tracking device is required, this will be shown on the policy schedule (as 'Yes') and loss of or damage to the vehicle after theft, hijacking or attempted theft or hijacking will be covered only if:

- 22.2.1 the required tracking device is installed in or on the vehicle;
- 22.2.2 a legally valid contract has been entered into between you and the supplier of the tracking device, this contract is in force, and all the monthly fees had been paid in full at the time of any theft or hijacking or attempted theft or hijacking;
- 22.2.3 the required tracking device is activated and in operation at the time of theft, hijacking or attempted theft or hijacking; and
- 22.2.4 the theft or hijacking is reported immediately to the supplier of the required tracking device.

## 23 Payment to the finance institution

If your vehicle is financed, we accept the financial institution's interest in your property:

- 23.1 We will pay the financial institution first. The financial institution's acceptance of our payment will mean that we have no further responsibility for that portion of your claim.
- 23.2 If the claim amount is more than your outstanding loan with the financial institution, we will pay the difference to you.
- 23.3 If the claim amount is less than your outstanding loan with the financial institution, we will pay the full claim amount to the financial institution. You will still have to pay the balance of your outstanding loan to the financial institution.

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# General exclusions

We will not cover any loss, damage or legal responsibility that is caused by or results from or relates to any of the following:

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

- 1.1 Civil commotion, labour disturbance, riot, strike, lockout or public disorder, or any act or activity that is calculated or directed to bring about any of the above.
- 1.2 War, invasion, act of foreign enemy, hostilities or warlike operation (whether war is declared or not) or civil war.
- 1.3 Mutiny, military rising or usurped power, martial law or 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.
- 1.4 Any 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.
- 1.5 Any 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 of them.
- 1.6 Any attempt to perform any act referred to in 1.4 or 1.5 above.
- 1.7 The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event referred to in 1.1 to 1.6 above.

- 1.8 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, with the actor acting alone, on behalf of or with any organisation or government. It includes the intention to influence any government or inspire fear in the public.

## 2 Events for which legislation covers the damage

Events for which there is a fund under the War Damage Insurance and Compensation Act, 85 of 1976, of South Africa or any similar act in any of the countries to which your policy applies.

## 3 Nuclear substances

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

## 4 Nationalisation

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.

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## 5 Liability by agreement

Any liability that you have because of an agreement you have entered into, unless you would have been liable if the agreement did not exist.

## 6 Indirect loss

Consequential or indirect loss unless otherwise shown to be included.

## 7 Sanctions

We will not provide cover and will not be liable to pay claims or to provide any benefit if it will expose us to any sanction, prohibition or restriction under United Nations resolution or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, irrespective of enactment in the jurisdiction where the benefit is provided.

## 8 Infectious or contagious disease

We do not cover death, injury, sickness, loss, damage, cost or expense, legal liability, or any consequential loss or damage caused by, arising, resulting from or in consequence of:

- 8.1 any infectious or contagious disease (of whatever nature or cause); or
- 8.2 any indication, fears or threat of a possible infectious or contagious disease (of whatever nature or cause),
- 8.3 irrespective:
  - 8.3.1 of where in the world the disease may exist or be feared to exist; or
  - 8.3.2 of whether or not a local, regional or governmental authority, including, but not limited to, the President of South Africa, has declared that an infectious or contagious disease exists locally, nationally or in any area or constitutes or has given rise to a national state of disaster or emergency.

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## Specific exclusions

We will not cover the following:

### 1 This policy does not cover you if any of the following applies in connection with your claim:

- 1.1 The vehicle is hired out.
- 1.2 The vehicle carries passengers for hire or passengers who pay a fare (other than vehicle sharing to conserve fuel).

- 1.3 The vehicle is used in driving instruction for reward.
- 1.4 The vehicle is used to tow another vehicle for reward.
- 1.5 The vehicle is used in racing of any kind, speed or other contests or trials, rallying or competitions involving timing.
- 1.6 The vehicle is used to carry explosives, hazardous substances or materials that require permission or permits from authorities.



- 1.7 The vehicle is used to carry more passengers or weight than the vehicle is licensed or designed to carry.
- 1.8 The vehicle is located anywhere outside the countries indicated.
- 1.9 The vehicle is in the possession, custody or control of a member of the motor trade, except for the purpose of maintenance or repair.
- 1.10 If the vehicle is a caravan or trailer, the vehicle is used in any business, trade or occupation or the carriage of any passengers.
- 1.11 The vehicle has mechanical, electric or electronic breakdown, failure or breakage, 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.
- 1.12 The vehicle depreciating in value, whether from repairs or otherwise.
- 1.13 Gradual damage (such as wear, tear, rust, mildew, corrosion, decay).
- 1.14 Damage to tyres by the application of brakes or by punctures, cuts or bursts caused by road hazards, unless some other part of the vehicle is damaged at the same time.
- 1.15 Damage to the suspension system due to unevenness of the road or other surface or due to impact with a road or surface of such unevenness.
- 1.16 Damage to the vehicle resulting directly from the vehicle not being roadworthy.
- 1.17 Loss of or damage to windscreens, any window glass or window panels.

- 1.18 Loss of or damage to any sound equipment or any component of sound equipment.
- 1.19 Any pre-existing damage.
- 1.20 Any damage resulting from the fitting of experimental units or modifications other than those approved by the original vehicle manufacturer.
- 1.21 Any damage to beading or moulding or damage involving accessories, door mouldings, plastic, vinyl, hardened rubber trim parts, window moulding, lamps of any sort or any window panel.
- 1.22 Any damage caused by stickers or decals.
- 1.23 Any claims for repair, replacement or alterations not accompanied by a valid, fully completed and detailed VAT invoice.
- 1.24 Any work undertaken without our prior authorisation.
- 1.25 Any loss or damage resulting from defective products or poor workmanship.
- 1.26 The vehicle is damaged and this results in the replacement of any body panel or part.

## 2 Vehicle liability

- 2.1 The amount of any compensation payable by any compulsory motor vehicle insurance legislation.
- 2.2 Your legal responsibility resulting from using any tool or plant (including any machinery) attached to the vehicle.
- 2.3 Death of or bodily injury to any person you employ (other than domestic workers) if the death or bodily injury results from and is in the course of their employment.

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- 2.4 Death of or bodily injury to any member of the same household as you.
- 2.5 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.
- 2.6 Death of or bodily injury to any person who at the time was being carried in or on:
  - 2.6.1 a caravan or trailer;
  - 2.6.2 any vehicle being towed; or
  - 2.6.3 any special-type vehicle.
- 2.7 Liability resulting directly from the vehicle not being roadworthy.

### 3 Vehicle loss or damage

- 3.1 If the vehicle is used for any purpose not described in the class of use shown in the policy schedule for that particular vehicle. amount of any compensation payable by any compulsory motor vehicle insurance legislation.
- 3.2 If you are using the vehicle while you are under the influence of intoxicating liquor or drugs, or your blood or breath alcohol concentration exceeds the legal limit.
- 3.3 If any other person is using the vehicle with your express or implied permission and, to your knowledge, is under the influence of intoxicating liquor or drugs or their blood or breath alcohol concentration exceeds the legal limit.
- 3.4 If you are using the vehicle and you do not have a licence to drive the vehicle, irrespective of where the vehicle is being driven.

- 3.5 If any person is using the 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 being driven.
- 3.6 If there is misrepresentation, non-disclosure or incorrect description of any fact or circumstances, whether relating to your policy or your claim in terms of your policy.
- 3.7 If the vehicle is used for unlawful purposes.
- 3.8 If the vehicle is confiscated by customs or other officials and authorities.
- 3.9 If that vehicle loss or damage is caused deliberately by any member of your household or family or anybody who acts on your behalf.
- 3.10 If that loss or damage is not defined under 'Policy benefits' or if that damage exceeds the limit of compensation under your policy.
- 3.11 If any claim for that vehicle loss or damage is not defined under 'Policy benefits'.
- 3.12 If that vehicle loss or damage happened when the vehicle did not meet the eligibility criteria.
- 3.13 If the loss was due to towing, recovery or storage of the vehicle that is not defined under 'Policy benefits'.
- 3.14 If the vehicle is used for any purpose other than private use.
- 3.15 If it is consequential loss of or damage from any cause whatsoever or any loss resulting from any contractual liability.
- 3.16 If loss or damage caused while the driver of your vehicle did not have a valid driving licence (as defined by South African law).

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- 3.17 If the vehicle is used for, or in connection with, any offence, whether with or without your knowledge (including any incident relating to getting, using or soliciting narcotics or any prohibited drugs).
- 3.18 If the loss or damage was caused while you or another person were driving your vehicle, unless you or the other person were duly and fully licensed to drive your vehicle in terms of applicable legislation, or while the concentration of alcohol, however measured, in the driver's blood or respiratory system was higher than the statutory limit at the time, or while the driver was under the influence of alcohol or a drug having a narcotic effect.
- 3.19 If the loss or damage happened while your vehicle was not roadworthy in terms of the National Road Traffic Act, 93 of 1996, or while it was used for unlawful purposes.
- 3.20 If the vehicle is stolen and recovered or stolen under false pretences.

- 3.21 If you claim in terms of your policy, unless you have complied with all your policy terms and conditions.
- 3.22 If you commit a negligent, wilful or criminal act in connection with the loss of or damage to the vehicle or any claim arising from that loss or damage.

If we state that a claim is not covered because it falls under our general exclusions or specific exclusions, and you still want your claim to succeed, you must prove the contrary.

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## Eligible vehicles

For the vehicle to be covered under the policy, your vehicle:

- must be a car, motorcycle or light delivery vehicle;
- must not be a taxi, rental vehicle, exotic vehicle, rebuilt vehicle (code 3), modified vehicle or a vehicle used in any form of motoring competition or sport;
- must be roadworthy; and
- must be for private use only.

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# Benefits

Your premium covers the following benefits.

## 1 Total loss

We cover accidental loss of or damage to your vehicle if the vehicle is a total loss caused by:

- 1.1 an accident;
- 1.2 fire, lightning or explosion;
- 1.3 a storm, flood or hail;
- 1.4 theft or hijacking; or
- 1.5 an attempted theft or attempted hijacking.

## 2 Tow-in cost and safeguarding

We will compensate you for the costs up to the limit of compensation to safeguard your vehicle and move it to the closest repairer if you have a valid claim for your vehicle under the total-loss benefit of this policy.

Your policy covers towing and storage charges for the insured vehicle if you have a valid claim under the total-loss benefit of this policy. For your towing expenses to be covered, one of our approved tow truck operators must tow your vehicle from the accident scene. Please call the towing helpline if you have a valid claim for your vehicle. This way you will receive towing cover and the services of an approved tow truck operator for up to the value shown on the policy schedule. If you use unauthorised towing services, you will not be covered for the towing and storage cost incurred.

## 3 Third parties

We cover accidents up to the limit of compensation caused by or in connection with your vehicle according to which the insured person becomes legally responsible for paying for:

- 3.1 the death of or bodily injury to other persons; or
- 3.2 damage to property.

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# Compensation limits

## 1 Total loss

Limit: the amount shown on the policy schedule.

## 2 Tow-in cost and safeguarding

Limit: the amount shown on the policy schedule.

## 3 Third parties

Limit: the amount shown on the policy schedule. This limit includes all costs and expenses we incur in the processing of your claim.

We will not pay for liability to third parties:

- 3.1 due to the death of or bodily injury to any person travelling on or climbing into or descending from the vehicle, whether they are fare-paying passengers or not;
- 3.2 due to the death of or bodily injury to any member of your household;

- 3.3 due to the death of or bodily injury to your family or employees, either having died or been injured in the course of their employment;
- 3.4 due to the death of or bodily injury to any passengers in the vehicle;
- 3.5 due to damage to any property belonging to, held in trust by, in the custody of or under the control of you or your family; or
- 3.6 if it is covered by any compulsory vehicle insurance in accordance with legislation.

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**[nedbank.co.za/insurance](https://nedbank.co.za/insurance)**

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