

MUA Classic Policy

MUA



Insuring the Individual.



"WE KNOW YOUR STYLE REQUIRES DESIGNER COVER"

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MUA CLASSIC POLICY

1. Type of agreement

This is a Personal Lines Agreement of Insurance which consists of your schedule of insurance (your schedule) and the policy wording, which will collectively be referred to as 'your policy'.

Your policy records the terms and conditions of the agreement between the insurer, **Auto & General Insurance Company Limited (hereinafter referred to as "Auto & General")**, represented by **MUA Insurance Acceptances (Pty) Ltd (hereinafter referred to as "MUA")**, and the policyholder whose name appears in the schedule. The policyholder is represented by the broker whose name appears in your schedule.

2. The roles of the insurer, underwriting manager and the broker

The insurer

Auto & General undertakes to cover you for the events stated in your schedule as more fully described in the different sections of your policy. Only events which occur during the insured periods are covered provided that you have paid the premium. The amount of your cover is, however, restricted to the sum for which you or your property is insured as recorded in your schedule.

The underwriting manager

MUA is the agent and representative of Auto & General appointed to communicate and deal with policyholders and will act as the **contact point** for the submission of your claims, or for any changes to policy details, confirmation of policy or claim information and in other related matters.

The broker

The person acting on your behalf to administer and maintain the policy, communicate and be the contact point between MUA and you for the submission of your claims, or for any changes to policy details, confirmation of policy or claim information and in other related matters.

3. What your policy consists of and how to read it

- Your policy consists of your schedule, the policy wording, and any communication, proposal or declaration made by you or your agent.
- You must read the documents together.
- Your policy is not valid unless your schedule is signed by MUA or an authorised party on behalf of MUA.

4. Conditions of cover

The insurer will cover you for events that take place during the time that you are insured, subject to any restrictions listed in your policy, in accordance with what is stated in your policy on condition that

- you meet all the terms, conditions and requirements as listed in your policy
- you have paid your premium to the insurer or to an authorised party collecting premium on behalf of the insurer
- you pay any excess amount stated in your schedule.

5. Claims that involve two or more people

- If any party other than you is entitled to compensation under your policy, the insurer will cover each of you only to the value of your interest in the property concerned.
- Any legal liability that arises in respect of two or more parties covered under your policy will be treated as though each party holds a separate policy, except that the total combined cover of the parties will not exceed the amount for which you are insured as stated in your schedule.

6. Information sharing

It is necessary for insurance companies to share information in order to underwrite (assess and price the risks) policies fairly and lower the number of fraudulent claims.

In view of the above, you and any person you may represent:

- Accept that it is in the public interest for insurers to share insurance information (including credit information).
- Consent to your policy, claims or credit information being shared with third parties in the ordinary course of business.
- Accept that any information provided to the insurer may be stored in a shared database and used by other insurance companies as explained above. This includes information regarding the renewal or continuation of your policy or any claim that you may submit.
- Consent to such information being given to any other insurance company and/or reinsurance company or its agent.
- Accept that this information may be checked against other legal sources or databases.

GENERAL DEFINITIONS

Below is a list of definitions of the most common terms you may come across in your policy. The meanings given here are those that apply to your policy.

1. **Agreed value:** The value for which the insurer agrees, based on an independent or expert club valuation provided by you, to insure your vehicle and which is stated in your schedule.
2. **Bodily injury:** Physical harm or death that is accidental, sudden and caused by visible and external means. This includes inhaling gasses.
3. **Car:** A motor vehicle (including station wagons, minibuses, and the like) or similar vehicle which is designed to seat 10 persons or fewer (including the driver).
4. **Classic car:** A vehicle that is recognized by the insurer as a classic, collectable, vintage or veteran type of vehicle, maintained in a way that keeps it true to original design and specification.
5. **Classic motorcycle:** A motorcycle or motor scooter (with or without a sidecar) that is recognised by the insurer as a classic, collectable, vintage or veteran type vehicle, maintained in a way that keeps it true to original design and specification.
6. **Claim preparation costs:** Reasonable costs that you incur in obtaining and officially confirming any particulars or details the insurer may require in terms of General Condition 2 or to prove the amount of any claim.
7. **Comprehensive motor:** If your vehicle is insured under this type of cover, the insurer will pay you out for any loss of or damage caused by you or the driver of the vehicle as noted in your schedule as a result of an insured event, including the amounts for which you are legally liable to any third party if the legal liability is related to the vehicle.
8. **Domestic employee:** Domestic staff, au pairs, nannies, chauffeurs, gardeners or labourers (full time or casual) that you employ and who carry out domestic duties at the address stated in your schedule.
9. **Drive:** If the vehicle is driven [in other words, in motion], or is in charge of for purpose of being driven [in other words perhaps not in motion, but seated behind wheel, preparing to pull away, i.e. idling vehicle] by any person, such person shall be deemed to be driving the vehicle.
10. **Endorsement:** A change to the standard terms of your policy which is noted in writing as an amendment to your schedule.
11. **Event:** An occurrence or series of occurrences that results from a single cause, and for which the insurer will cover you under your policy.
12. **Licence:** A valid driver's licence that complies with the laws of the specific country in which the vehicle is being used at the time of any loss or damage. A person who is learning to drive must comply with the laws for learner drivers.
13. **Private use:** If the vehicle is stated in your schedule as 'private', it may be used for social and domestic purposes only.
14. **Excess:**
 - a. **Basic excess:** The first amount of any claim for which you are not insured. You may choose to increase your basic excess (**increased basic excess**), in return for a lower premium. You will have to pay this amount before the insurer will settle your claim.
 - b. **Compulsory excess:** This is an excess imposed by the insurer to increase your excess, in addition to your basic excess. This is the amount you have to pay before the insurer will settle your claim and you are effectively not insured for the amount of the compulsory excess.
15. **Loss or damage:** Physical damage to your property which happens by accident, and is sudden and unexpected, and does not include wear or tear or reduction in value due to the passing of time.
16. **Period of insurance:** The time period for which this insurance is in force or operational as stated in your schedule during which time you must meet all the requirements stated in your policy.
17. **Policyholder:** The policyholder is
 - a. any individual whose name appears in your schedule, his/her cohabiting partner or spouse, and directly related family members who live permanently with the policyholder at the insured address

or
 - b. the company, close corporation or trust whose name appears in your schedule, and the directors, members or trustees of the company, close corporation or trust.

In your policy, the policyholder is addressed as 'you', 'your' or 'yourself'.
18. **Schedule:** That part of your policy that lists the detail of your cover, including your details, the period of insurance, a description of the insured property, any optional benefits that may apply, the amounts for which you or your property are insured, the excesses that will apply to any claims (see definition), and any endorsements (see definition) which have the effect of changing the standard policy wording.
19. **Specified vehicle accessories:** Items which, although fitted to the vehicle, are covered only under this policy if stated in your schedule and for which you pay an additional premium.

GENERAL DEFINITIONS

- 20. Sum insured:** The limit of cover the insurer offers you or the value of insurance as stated in your schedule to which you and the insurer have mutually agreed.
- 21. Terrorism:** An act or acts undertaken for political, religious or similar purposes in which a person or group of people with a similar set of beliefs, acting either on their own or on behalf of or in connection with an organisation(s) or government(s), use force or violence and/or threaten to use force or violence to influence a government and/or to frighten the public or a section of the public.
- 22. Territorial limits:** The insurer will cover you in the Republic of South Africa, Namibia, Mozambique, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi, Tanzania, Zambia, Kenya, Angola and Uganda.
- 23. Vehicle:** Any car, light delivery vehicle, trailer, caravan or motorcycle, including the standard tools, accessories (items to make the vehicle more useful and/or attractive or which enhance the performance of the vehicle) and spare parts in it or on it, as well as extra accessories and parts of the vehicle while these are fitted to it. The vehicle described in your schedule is the insured vehicle.

GENERAL CONDITIONS OF YOUR POLICY

The general conditions below apply to all sections of the policy. You must comply strictly with these conditions. If you do not, the insurer may refuse to cover your claim and/or reclaim any benefit already paid to you and will be entitled to cancel your policy.

1. Claims the insurer will not cover

The insurer will not cover you for any loss, damage or injury that you or any person acting on your behalf causes deliberately or that results from any involvement in unlawful activities or for any claim which is in any respect fraudulent (dishonest). You will lose all benefits in respect of your policy.

2. Procedure to follow when you make a claim

If you suffer any loss, damage or injury for which you would like to claim, you must follow the procedure below:

- a. Notify the insurer of the potential claim as soon as you become aware of the event or loss.
- b. Provide details of any other insurance that may also cover the event or loss.
- c. Report any claim involving any of the following to the police as soon as possible after the event or loss
 - bodily injury, theft or any other criminal act
 - a motor accident
 - a watercraft accident
 - loss of property.
- d. Take all practical steps to identify and determine the whereabouts of the guilty party and to recover the stolen or lost property.
- e. Submit the full details of your claim to the insurer in writing within a maximum of **30 days** after the event or loss.
- f. Do not respond to any letter, claim or other legal process instituted against you in connection with any insured event. You must submit these documents to the insurer as soon as you receive them. Failure to do so will result in the insurer rejecting your claim.
- g. Give the insurer any proof, information and sworn declarations which they may require or which is necessary to assess your claim.
- h. Give the insurer proof of ownership and of the value of any item(s) for which you are claiming
- i. Give the insurer proof that the driver of a vehicle was in possession of a valid driver's licence at the time of the event. The form of proof must comply with provisions of the National Road Traffic Act or any act that replaces it. If your driver's licence has expired you must prove to the insurer that it was renewed within 90 days from expiry. If

you hold a foreign licence and become a South African resident you must convert your licence to a South African driver's licence within the timeframe required by the law.

3. Helping the insurer identify found or recovered property

If the insurer has settled your claim, any property that is later found or recovered shall become the property of the insurer and you must assist the insurer to identify the property. The insurer will pay the reasonable costs that you may incur in order to assist in identifying the property.

4. Time limit on claims and rejected claims

No claim will be paid more than **24 months** after an event unless the insurer agrees to extend this period, or if the claim forms part of pending legal action or if the claim is in respect of your legal liability to a third party.

If the insurer rejects your claim, you have **90 days** in which to submit a written objection or make further requests to the insurer.

If you do not act within the **90 days**, you have a further **180 days** in which to institute legal action against the insurer.

5. The insurer will control all proceedings

The insurer has sole discretion in deciding on how or whether to proceed with the institution of defence of any legal action for the recovery of your property or settlement of your claim and no action may be taken without the insurer's prior consent in writing.

Neither you nor your representative may admit to any blame or take liability or make any offer, promise or payment in relation to any aspect of any event which may result in a claim under your policy.

6. Overlapping or duplicated cover

If an event occurs and there is overlapping or duplicated cover under different sections of your policy for the same loss, damage or liability, you must decide under which section you will submit the claim. You may not submit separate claims under different sections of the policy for the same event.

7. Notify the insurer of other insurance

If an event occurs for which you have any other existing insurance which provides cover for the same loss, damage or legal liability, then, you must give the insurer full details of the other insurance policy at the time of submission of your claim. The insurer will not pay or contribute more than their proportion of the legal liability in respect of the claim.

GENERAL CONDITIONS OF YOUR POLICY

8. Conditions for meeting claims: terms met and statements true and complete

Your claim will only be paid if all information, statements and answers provided by you, including information given in your proposal and claim forms are true and complete.

9. Actions the insurer may take

If an event occurs, the insurer or their appointed representative may do the following without incurring any legal liability or in any way lessening or waiving any of their rights:

- a. Take, enter or keep possession of any damaged item, its parts or accessories, and deal with these in a reasonable manner. (This condition does not give you the right to abandon any property to the insurer whether it is already in the insurer's possession or not.)
- b. Take over or conduct legal action in your name in connection with any recovery of or contribution to a claim.
- c. Take over and manage in your name the defence and settlement of any claim.
- d. Meet their obligations at any time under the Legal Liability sections of your policy, by paying to you, or a third party claimant, the amount for which you are insured or any lesser amount for which the claim may be settled including the legal fees and any other expenses that the insurer agreed upon and that were incurred before the date of payment.

10. Full payment of compensation and no further action

When an event happens, the insurer may pay you the full amount for which you are insured under that section, and then not take any further action (e.g. not undertake any defence settlement or proceedings). The insurer will not be responsible for any damage you may claim to suffer as a result of any action or failure of the insurer to act, nor will the insurer be responsible for any costs or expenses that you or any claimant or other person may incur after the insurer has decided not to take any further action.

11. Inform the insurer of changed information

You must inform the insurer immediately of any changes to any of the information you have given them including the information contained in your proposal form to allow them to underwrite the risk based on current information and to ensure that the cover and premiums are amended from the date of change. The insurer may refuse to cover you under any section of your policy if

- you fail to advise them immediately of changes to any relevant information, or
- you have not described the conditions accurately, or
- have misrepresented them, or
- left out relevant information.

If you misrepresent any information, or fail to describe information adequately or to give the insurer any information that affects the conditions of the insurance, your policy will be avoided from the date on which you should have informed the insurer, at the insurer's election.

12. Your obligations regarding your property and yourself

You must take all reasonable steps to

- a. prevent or minimise accidents, bodily injury, loss or damage
- b. keep the insured property safe, and ensure that every item is taken care of and looked after in accordance with its value
- c. maintain the insured property in good condition and repair.

13. Passing on of assets/policies/interests

No party other than you will have any rights under your policy unless the insurer has stated this in your schedule. If you pass on your interest under your policy to another party, other than through death or through the normal operation of law, the cover under your policy will cease and the insurer will not be liable for any claim which arises after you passed on such interest, unless and until the insurer has confirmed continuation of the insurance cover by endorsement in your schedule. Only you have the right to make a claim under your policy. Even where the insurer has extended cover under the policy to any other party, all claims must be submitted by you and payment to you shall constitute full settlement of any legal liability that the insurer has in respect of the claim.

14. All payments will be in South African Rands

You must pay all your premiums in South African Rands and claims will be paid out in South African Rands.

15. Insured amount must be shown

You will not be insured for an event, if the space allocated for the amount of insurance or cover in your schedule is

- a. left blank or no monetary amount is given for it
- b. shown as 'nil', 'no', 'not applicable', 'n/a', 'not covered' or 'no indemnity extended'.

GENERAL CONDITIONS OF YOUR POLICY

16. Cancelling a policy

The insurer may cancel your policy at any time and for any reason by giving you **30 days'** notice (or an extended period you and the insurer agree upon) by sending a **written notice** either to your insurance broker or to you at your last known address.

You may cancel your policy at any time by giving **written notice** to the insurer. If you cancel an annual policy, the insurer will refund your premium, if any, to you pro rata.

17. Refund of premium

If you suffer a complete loss you will be entitled to a pro rata refund of the premium for that item for the remaining period of cover.

18. Due dates of premiums

The premium for your policy is due as follows:

- a. Monthly premiums:** The first working day of every calendar month or any date as agreed upon with the insurer

If your monthly premium is not received on the due date:

- i. In terms of the Policyholder Protection Rules you are allowed a 15 day period of grace from the due date to pay the premium, save that no such grace period will apply in terms of the first premium payable for the inception of your policy.
- ii. Notwithstanding the grace period for payment of the premium being only 15 days from the due date, such unpaid premium shall be due by way of a double payment together with the next premium due.
- iii. If any portion of a double premium collected remains unpaid at the due date your policy shall be deemed to have terminated automatically at midnight on the last day of the last month in respect of which a premium was received.
- iv. No claim will be considered for any month in respect of which a premium was not received.

- b. Annual premiums:** The first working day following the inception or renewal date of your policy. If your annual premium is not received on the due date:

- i. you are allowed a 15 day period of grace from the due date to pay the premium.
- ii. or within the 15 day grace period, the policy shall be deemed to be cancelled from due date.
- iii. no claim will be considered in respect of any period for which a premium was not received.

19. Period of cover

If you pay your premium annually, cover continues to the anniversary date of your policy plus any period for which you renew your policy.

If you pay your premium monthly, the period of cover continues for each calendar month in respect of which you have paid the premium.

20. Revision of your policy

Cover and the conditions of cover may be revised and amended by giving you **30 days'** prior written notice.

21. Conditions of your policy

The cover offered in any section of your policy is subject to the conditions listed in

- a. the provisions of such section including any endorsements thereto
- b. the general conditions in your policy
- c. the general exclusions of your policy
- d. any specific provisions, conditions and exclusions that appear in your policy or in your schedule.

22. Terms of your policy

The insurer has used headings in your policy document and schedule solely to make the document easier to read, and not to influence your interpretation or understanding of your policy. You must read your schedule and any changes to it and the policy together, and any specific meaning that the insurer has given to a specific word or expression in any part of your policy is the meaning the insurer intends it to have.

No waiver of any of the terms, conditions, exclusions or endorsements to your policy will be valid, unless these are in writing and signed by an authorised officer of the insurer.

23. Jurisdiction

This section of the policy falls under the jurisdiction of the courts of the Republic of South Africa. It does not include any legal liability for loss or damage, including costs and expenses of legal processes, if these arise from the claimant instituting legal action against you in a court outside of the Republic of South Africa.

GENERAL EXCLUSIONS OF YOUR POLICY

The insurer will **not** cover the following:

1. Any loss or damage, injury, liability or claim that arises from any legal liability you may have as the result of having entered into a contract or agreement, unless the legal liability would in any event have arisen without you entering into the contract or agreement
 2. Any loss or damage, injury, liability or claim that arises from any dishonest act, theft by false pretenses or fraudulent act or representation of a third party
 3. Any loss, damage, cost or expense that arises directly or indirectly from customs officials, policing services, crime prevention units or other officials or authorities detaining you, or confiscating, making you forfeit, impounding, demanding, detaining or legally seizing your property
 4. Any consequential or indirect loss or damage which results directly or indirectly from any cause whatsoever, unless your policy specifically provides for such an event
 5. Items that fail while still under their manufacturer's guarantee and/or warranty
 6. Loss, damage, injury and/or liability connected to or caused by
 - a. civil unrest, labour unrest, riot, strike, lockout or public disorder or any act or activity which aims to bring about any of the above
 - b. war, invasion, act of a foreign enemy, hostilities or warlike operations (whether war is declared or not) or civil war
 - c.
 - i. mutiny, military uprising, military or usurped power, martial law or state of siege, or any other event or cause which causes the authorities to proclaim or maintain martial law or a state of siege
 - ii. insurrection, rebellion or revolution
 - d. any act (whether on behalf of any organisation, body or person, or group of persons) that aims to overthrow or influence
 - any state or government
 - any provincial, local or tribal authoritywith force, or by means of fear, terrorism or violence
 - e. any act which aims to bring about loss or damage to
 - promote any political cause
 - bring about any social or economic changeor in protest against:
 - any state or government
 - any provincial, local or tribal authorityor to arouse fear in the public or any section of the public
 - f. any attempt to perform any act listed in the clauses above (a–e)
 - g. the act of any lawful authority to control, prevent, suppress or in any other way deal with any event listed in the clauses above (a–f)
 - h. any act directly or indirectly resulting from or connected with any act, attempted act or threatened act of terrorism, even if
 - there are any other causes or events that may at the same time or at another time contribute to the loss
 - this insurance or any alterations or changes to it provides for these causes and events
 - i. any other act which is directly or indirectly caused by, results from or is in any way linked to any action authorities may take to control, prevent, or suppress any act of terrorism
- If an event occurs and the insurer maintains that according to subsection a, b, c, d, e, f, g, h or i of this clause 6, your policy does not cover loss, damage, injury and/or liability, then you must prove that it does. If you show that any portion of clause 6 is invalid or unenforceable, the rest of the clauses will remain in force.
7. Any legal liability, loss or damage caused directly or indirectly by, through or as a result of any event for which there is a fund in terms of the War Damage Insurance and Compensation Act 1976 (No. 85 of 1976), or any similar act or law that operates in any country where this policy applies
8. Any legal liability, loss, damage, cost or expense or any loss that results directly or indirectly from, is caused by, contributed to by or arises from
 - a. ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel
 - b. nuclear material, nuclear fission or fusion, nuclear radiation
 - c. nuclear explosives or any nuclear weapon
 - d. nuclear waste in whatever form even if there is any other cause or event that contributes at the same time or at any other time to the loss

For the purpose of this exclusion, combustion will include any self-sustaining process of nuclear fission.

GENERAL EXCLUSIONS OF YOUR POLICY

9. Any loss or destruction of or damage to any property (including a computer) or any loss or expense resulting or arising from
 - a. any legal liability of any nature
 - b. any consequential loss directly or indirectly caused or contributed to by, or consisting of or arising from the incapacity or failure of any computer, correctly or at all
 - i. to treat any date as the correct date or true calendar date
 - ii. to recognise, manipulate, interpret, process, store, receive or respond to any data or information correctly or appropriately
 - iii. to carry out any command or instruction in regard to or in connection with any such date;
 - iv. to capture, save, retain or process any information or code as a result of the operation of any command which has been programmed into any computer, and the incorrect functioning of that command causes the loss of data or failure to capture, save, retain or correctly process that data;
 - v. to capture, save, retain or process any information or code owing to program errors incorrect entry, the inadvertent cancellation or corruption of data and/or programs; or
 - vi. to capture, save, retain or process any data as a result of the action of any computer virus, other corrupting, harmful or otherwise unauthorised code or instruction or any other destructive or disruptive code, media or program or interference.
- A computer includes
- any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment, or
 - any computer software, tools, operating system, or
 - any computer hardware or peripherals and
 - the information or data electronically or otherwise stored in or on any of the above, whether it is your property or not.

RIOT AND STRIKE EXTENSION OF YOUR POLICY

(This extension excludes cover which may be provided by the South African Special Risks Insurance Association (SASRIA Limited) or the Namibian Special Risks Insurance Association.)

This extension operates despite anything to the contrary contained in the general exclusions.

1. This policy is extended to cover loss of or damage to property or injury to your body directly caused by or as a result of
 - a. civil commotion, labour unrest, riot, strike or lockout
 - b. the act of any lawful authority to control, prevent, suppress or in any other way deal with any event listed in 1.a. above.
2. This extension does **not** cover loss of or damage to property or injury to your body that
 - a. occurs either within the Republic of South Africa or Namibia, or beyond any national boundaries specified in the policy

- b. results from you totally or partly stopping work, or slowing or ending any process or operation
- c. is caused by any lawful authority permanently or temporarily confiscating, commandeering or requisitioning your property
- d. is related to or caused by any event referred to in General Exclusion 6.a., 6.b., 6.c., 6.d., 6.e. or 6.f. or the act of any lawful authority to control, prevent, suppress or in any other way deal with any such event.

If an event occurs and the insurer maintains that, according to subsection 2.a., 2.b., 2.c. and/or 2.d., this extension does not cover loss of or damage to your property or injury to your body, then you must prove that it does.

SASRIA COVER

You have automatic SASRIA cover for unrest, riot, strike or public disorder in respect of those sections for which it is available. SASRIA cover is provided according to the terms of the SASRIA coupon. You may request a copy of the SASRIA coupon. The SASRIA Limited Policy is enclosed with your insurance policy.

SECTION 1: CLASSIC CAR AND MOTORCYCLE

Specific conditions for this section

You must comply strictly with these conditions. If you do not, the insurer may refuse to cover your claim and/or reclaim any benefit already paid to you and will be entitled to cancel your policy.

1. You must take all reasonable steps to protect the vehicle from loss or damage.
2. You must keep the vehicle in good running order and a roadworthy condition.
3. If the vehicle or any part of it does not comply with or in any way meet any of the required conditions for roadworthiness as set out in the Road Traffic Act (or any law that replaces it, or any provincial or local laws which apply to your motor vehicle), then all benefits (payouts) from any claim you may make under this policy will fall away and the insurer will have no legal liability to you or any other party in respect of any claim under your policy.
4. The insurer must be able to examine the vehicle at any reasonable time.
5. If your schedule states that your vehicle has a tracking device or other security device, then the insurer will not cover you for any claim relating to theft or hijacking of the vehicle if the device is not in full working order at the time that the loss occurs.

SECTION 1: CLASSIC CAR AND MOTORCYCLE

What the insurer offers

A. YOUR COVER

The insurer will cover you for any loss, damage, death, injury or liability to a third party arising in connection with the occurrence of an insured event in relation to the vehicle.

The insurer may decide whether to repair, reinstate or replace your vehicle or any part of the vehicle, its permanently fitted accessories or spare parts. Alternatively, the insurer may compensate you in cash for the amount of the loss or damage, but will not pay you more than the agreed value stated in your schedule, less any excess which is payable.

If you bought the vehicle on a hire purchase or similar agreement, then the insurer will pay the owner of the vehicle in terms of the agreement, and once the insurer has paid the owner, you can make no further claims against the insurer.

If, after an insured loss or damage has occurred,

- a. a part, accessory or fitment needed to repair the vehicle is not available, and
- b. the repairers have made every reasonable attempt to obtain the necessary part for at least 60 days from the date you made the claim

the insurer will pay you an amount equal to the value of the part at the time of loss or damage.

The only cover type available is **Comprehensive motor** as defined.

The only use type available is **Private use** as defined.

The insurer will cover you

- only if the insured event occurs in the Republic of South Africa, Namibia, Mozambique, Lesotho, Botswana, Swaziland, Zimbabwe, Malawi, Tanzania, Zambia, Kenya, Angola and Uganda (**territorial limits**)
- for loss of or damage to the vehicle while it is being transported by road, sea, air or between ports or places in the countries in which the cover under your policy is valid, including during loading or unloading.

The insurer will not cover you

- where the insured event that gives rise to a claim occurs outside the Republic of South Africa, if your vehicle has been outside the Republic of South Africa for longer than a continuous period of **30 days**; or
- for loss or damage which occurs outside of the Republic of South Africa, if you have used the vehicle outside of Republic of South Africa for more than a total of **90 days** during any period of insurance.

B. NAMED DRIVER CLAUSE

The insurer will cover the vehicle only while it is being driven by you, your spouse or life partner, or any driver named in your schedule, or by a mechanic who is carrying out repairs or maintenance.

C. NO EXCESS PAYABLE

- a. You will not pay the basic excess shown in your schedule for any claim where
 - i. you, your spouse or life partner, or any driver named in your policy is driving or is in charge of the vehicle for the purpose of driving the vehicle,
 - ii. as long as the driver is 55 years of age or older, and
 - iii. has been a licensed driver for 5 or more years.
- b. You will not pay the basic excess if you have an approved tracking system which is in full working order installed in the vehicle at the time it is stolen or hijacked.

D. FIRE EXTINGUISHER CLAUSE

To qualify for cover in case of fire you must carry a SABS-approved fire extinguisher in the vehicle whilst the vehicle is in use. Apply only to your Classic Car.

SECTION 1: CLASSIC CAR AND MOTORCYCLE

Automatic extensions for this section

1. Authorising emergency repairs

If your claim is valid under this section, the insurer will cover you for emergency repairs up to the amount as stated in your schedule to enable you to continue your journey.

You may give permission for these repairs to be done without first obtaining permission from the insurer, provided that you send a full, itemised invoice to the insurer.

2. Cherished remains

You will have the first option to purchase the salvage or remains of your vehicle if the insurer declares that it is not economical to repair the vehicle. (This happens when the reasonable cost of repair is more than 70% of the agreed value stated in your schedule.) In this case, the purchase price of the salvage will be 25% of the agreed value or 5% of the agreed value if the vehicle is burnt out by fire.

3. Delivery after repairs

The insurer will cover you for the reasonable costs of having the vehicle delivered to your insured address as stated in your schedule once the repairs agreed to have been completed.

4. Fire extinguishing charges

The insurer will pay the reasonable costs of extinguishing or fighting a fire, **provided that**

- a. the costs are not more than the amount stated in your schedule,
- b. you are legally responsible for these costs, and
- c. the vehicle was on fire or was in imminent danger of being damaged by fire.

5. Head, tail or spotlight damage

The insurer will cover you for the costs of replacing any head, tail or fitted spotlights that are damaged by accident, even if there is no damage to the vehicle.

The insurer will pay up to the amount as stated in your schedule.

Your claim-free group is not affected by a claim for head, tail or fitted spotlights that are damaged.

6. Imported parts

If a part that the repairers need to repair your vehicle after it has suffered loss or damage is not available in the Republic of South Africa as a standard part, the insurer will pay the cost of air freighting or importing the part up to the amount as stated in your schedule.

The insurer will **not** pay any additional costs that you might incur as a result of any delay in the repair of your vehicle owing to the part not being readily available.

7. Locks and keys

The insurer will cover you for the cost of replacing locks and keys, including cardkeys and remote controls, and, if necessary, the reprogramming of any coded security system of your vehicle up to the amount as stated in your schedule as a result of

- a. damage to locks and keys,
- b. the theft or disappearance of keys or remote controls, or
- c. the reasonable belief that an unauthorised person may have a duplicate key, cardkey or remote control.

The **excess** stated in your schedule for locks and keys will apply.

8. Medical expenses, trauma treatment and injury causing death

- a. Medical expenses following a motor accident
 - The insurer will cover you for medical expenses you may have to pay for as a direct result of a motor accident that results in bodily injury to anyone travelling in or on your vehicle. The cover is limited to the amount as stated in your schedule.
 - At the time of the accident/injury, the passenger must either be seated in the vehicle's enclosed passenger compartment or the motorcycle's attached side car or be riding as passenger on the motorcycle. In all cases, cover will be limited to one passenger only.
 - The insurer will not be legally liable for any medical expenses which can be recovered from any other private or statutory insurance fund or facility.
- b. Expenses following hijacking or attempted hijacking
 - The insurer will cover you for medical expenses you may have to pay as a result of you, the driver or any passenger travelling in or on the vehicle requiring professional counselling following a hijacking or attempted hijacking, or requiring medical attention or suffering bodily injury, death or trauma. The cover is limited to the amount as stated in your schedule.
 - The insurer will not be legally responsible for any medical expenses which can be recovered from any other private or statutory insurance fund or facility.
 - The insurer will cover funeral costs up to the amount as stated in your schedule due to hijacking of the vehicle.

SECTION 1: CLASSIC CAR AND MOTORCYCLE

9. Protection during removal and delivery

If you have a valid claim for the repair of your vehicle under your policy, the insurer will pay the reasonable costs to safeguard your vehicle and move it to the closest repairer after it has suffered loss or damage.

The insurer will also pay for the reasonable costs of delivering your vehicle from the place authorised to repair it or the place of safe storage to your address as stated in your schedule.

10. Replacing your vehicle

The insurer will replace the vehicle with a vehicle of the same or a similar make and model limited to the amount as stated in your schedule, under the following conditions:

- a. You have a valid claim under your policy.
- b. The insurer has decided it is not economical to repair your vehicle.
- c. Your vehicle has been stolen and has not been recovered within a reasonable period.
- d. The same or similar vehicle is available on the local vehicle market.

If you wish the insurer to pay you out instead of replacing the vehicle, the insurer may decide to do so, but their payment to you will not be more than the cost of the replacement vehicle that they have sourced.

11. Temporarily detached parts

The insurer will pay you for the loss of or damage to parts that were temporarily removed or detached from the vehicle as long as

- a. the value of the temporarily detached parts does not exceed 25% of the agreed value of the vehicle as stated in your schedule,
- b. the parts were removed or detached from the vehicle for service or repair, or
- c. the parts were in your care or control or with a recognised repairer and were kept in a locked garage or, if in transit to the repairer, the parts were adequately stowed.

12. Tow-in costs and vehicle protection

If you have a valid claim for your vehicle under your policy, the insurer will pay the reasonable costs to recover and safeguard your vehicle and move it to the closest repairer.

13. Window glass

The insurer will pay up to the amount as stated in your schedule for replacing or repairing window glass or for any scratches on the bodywork of your vehicle caused directly by the broken glass.

If the glass is repaired and not replaced, then you will not have to pay the excess.

14. Wreckage removal costs

The insurer will pay the reasonable costs and expenses to clean up and remove the debris or wreckage resulting from an accident which results in a valid claim under your policy.

SECTION 1: CLASSIC CAR AND MOTORCYCLE

Specific exclusions for this section

The insurer will **not** cover the following:

1. The excess as stated in your schedule
2. Any event, injury, loss, damage and/or legal liability that occurs while you or anyone you allow to drive the vehicle with your expressed or implied consent
 - a. incurs loss or damage arising from theft of the vehicle while the ignition keys of your vehicle have been left in or on the vehicle
 - b. uses or drives it in any way other than according to the description of its use, or not in line with its specifications given in the manufacturer's booklet
 - c. is not fully licensed to drive your vehicle in terms of the law that applies to any territory listed under the territorial limits of your policy

(This exclusion will not apply while you or any person who may drive your vehicle is learning to drive, provided that the learner driver complies with the laws and regulations for learner drivers.)
 - d. drives the vehicle while under the influence of alcohol or drugs, or while the alcohol content of the driver's blood is above the legal limit
 - e. has a driver's licence which is endorsed, suspended or cancelled, or if you or any person who drives the vehicle is charged with or convicted of negligent, reckless or improper driving
 - f. uses the vehicle for commercial travelling, or for any business, trade or work, other than as stated in your schedule
 - g. uses the vehicle to
 - carry goods or samples for trade purposes,
 - carry passengers for hire or reward (other than on occasions where the vehicle is hired out for wedding ceremonies and matric farewells, provided that you, the nominated driver, is the sole driver on such occasions),
 - tow another vehicle for reward,
 - rent it out,
 - teach learner drivers to drive for reward,
 - race or rally, and
 - compete in timing or trials or any driving on a motor track or a racing circuit, track obstacle course or test circuit
 - h. uses the vehicle to transport toxic waste, medical waste, explosives or other hazardous goods, for which you need permission from the authorities,
 - i. uses the vehicle to carry any load or passengers that are above the capacity that your vehicle has been made for or is licensed to carry, and
 - j. uses the vehicle on airport property anywhere other than in the car park or drop-off zone
3. Any event, injury, loss, damage and/or liability that occurs while a member of the motor trade is looking after or has control of the vehicle, unless it is being overhauled, serviced or repaired or you have recently bought it and it is waiting to be collected from a recognised motor dealer
4. Where you hire a vehicle abroad, the insurer will not be legally responsible for paying for the loss of or damage to the hired car and you must ensure that you take up the rental company's insurance cover
5. Any event, injury, loss, damage and/or liability that occurs because
 - a. you chose to abandon the vehicle after an accident, unless you felt that your life was in danger,
 - b. your claim results from or is connected to an exchange, cash or credit sales agreement, or amounts to theft under false pretenses and fraud, or
 - c. customs or other officials or authorities have demanded you forfeit the vehicle or have seized, detained, confiscated or requisitioned it
6. The depreciation, decrease or reduction in value of the vehicle whether caused by damage or loss arising from an insured event or from resultant repairs or from wear and tear or otherwise
7. Mechanical, electronic or electrical breakdown, failures or breakages, including any loss of or damage to any mechanical, electrical or electronic part as a result of that breakdown, failure or breakage
8. Gradual damage including wear and tear or other gradual processes including rust, oxidation, smoke, mildew, corrosion, decay or deterioration over time by any other means, or damage caused by infestation by vermin, insects or any other pests

SECTION 1: CLASSIC CAR AND MOTORCYCLE

Specific exclusions for this section

9. Damage to tyres from applying brakes or from punctures, cuts or bursts caused by road hazards or potholes, except for where the damage is as a result of an accident which also causes damage to other parts of the vehicle
10. Any secondary loss or damage flowing from or consequent to any loss which may give rise to a claim under this policy, including loss of income or profit
11. Payments, arrear payments, interest and finance charges which you owe due to you having purchased the vehicle through hire purchase or a similar agreement
12. An insured event that gives rise to a claim and which happens outside the Republic of South Africa, if your vehicle has been outside the Republic of South Africa for longer than a continuous period of **30 days**.
13. Loss or damage which occurs outside the Republic of South Africa, if you have used the vehicle outside of the Republic of South Africa for more than a total of **90 days** during any 12-month period of insurance.
14. Damage to or legal liability connected with any insured unlicensed motorcycle while you or anyone you allow to drive the vehicle drives it on a public road
15. The insurer will not be legally liable for the theft of accessories unless the motorcycle is stolen at the same time.

Legal liability to third parties

The cover offered under Section 2: Legal Liability to Third Parties is additional to Section 1: Classic Car and Motorcycle.

SECTION 2: LEGAL LIABILITY TO THIRD PARTIES

Specific definitions for this section

Insured event: Accidental death, bodily injury, disease, sickness, illness, mental injury, mental anguish and shock of any person, or loss of or damage to the tangible property of any person occurring during the period of insurance and arising out of or in connection with the ownership or use of the vehicle, including towing (other than for reward) for which you are legally liable.

What the insurer offers

1. Your cover

The insurer will cover you for claims up to the amount as stated in your schedule for any insured event including the costs and expenses which you are legally liable for, including the costs you incur in the defence of any action brought against you for an insured event, provided that such costs and expenses are incurred with the insurer's prior written consent. The insurer will also pay the costs and expenses you incur with their prior written consent which relate to the defence of any civil or criminal action brought against you and for obtaining representation for you at any inquest or fatal accident enquiry as a result of an insured event, provided that the total combined legal liability of any claim and such associated costs will be limited to the amount as stated in your schedule.

If an insured event occurs, the insurer will

- a. cover you;
- b. cover any person who is temporarily driving or using the vehicle, with your express or implied permission provided that the person
 - is not entitled to cover under any other policy,
 - complies with and fulfils all obligations under your policy and is subject to the terms, conditions and exclusions of your policy as though he/she were you, and
 - to your knowledge has not been refused any insurance or renewal thereof;

- c. cover any passenger in the vehicle against all sums including claimant costs and expenses for which you or they become legally liable as a result of an insured event resulting from their occupancy of the vehicle;
- d. cover you for insured events while you are temporarily driving a vehicle other than the vehicle (with a carrying capacity not exceeding 10 persons) or goods vehicle (with a gross vehicle mass not exceeding 3 500kg)
 - not owned by you; and
 - not leased or hired or being purchased by you under a credit or similar agreement.

Damages to the vehicle is excluded under this section of your policy.

2. Territorial limits

This section of your policy is subject to an insured event happening anywhere in the Republic of South Africa or, while for a period not exceeding 30 consecutive days, the vehicle or watercraft is in any sub-Saharan African country or the insured watercraft is within 20 kilometres from the coastline or within any offshore limitations as defined by the local regulations or other laws governing the operation of watercraft in the sub-Saharan African country you operate in.

SECTION 2: LEGAL LIABILITY TO THIRD PARTIES

Automatic extension of cover

1. Identity Theft

Specific definitions for this extension

- a. **You** and **your**: These words refer to you, the person(s) named in your schedule, and your legal spouse or dependent children under the age of 21 who permanently reside with you.
- b. **ATM**: Automatic teller machine
- c. **Business**: Your employment, trade, profession or occupation
- d. **Payment card**: An ATM card, credit card, or debit card issued by a registered financial institution or qualified retail shop
- e. **Identity theft**: The unauthorised and/or illegal use of your personal information such as your name or identity number to obtain a loan or open credit accounts
- f. **Relative**: Someone who is related to you, including but not limited to spouses, siblings, children and parents
- g. **Suit**: A civil proceeding seeking monetary damages as a result of identity theft, or a criminal proceeding in which you are charged with illegal acts committed by any person other than you while they were using your identity
- h. **Extended claim period**: The 12-month period following the end of the period of insurance or such other time that the insurer may agree to in writing

What the insurer offers

Your cover for this extension

The insurer will cover you up to the amounts as stated in your schedule for identity theft which takes place anywhere in the Republic of South Africa during the period of insurance provided that **30 days** have passed from the start date of your policy.

1. Reasonable legal expenses that you incur as a direct result of identity theft in:
 - a. defending any suit brought against you by a creditor or collection agency or someone acting on their behalf,
 - b. removing any civil or criminal judgment wrongfully entered against you, and
 - c. challenging the accuracy or completeness of any information in your consumer credit report, provided this information is inaccurate and falsely provided to the credit agency or financial institution.
2. Income you lost solely because of the time taken from your profession to resolve any identity theft except if you are self-employed. This does not include compensation for whole or partial unpaid workdays, nor vacation days or sick days provided that these unpaid workdays are taken during the period of insurance or within **12 months** of your policy's expiration date.
3. Your actual loss owing to your legal obligation to pay a creditor if, as part of your identity theft, any payment cards, bank accounts, and other credit accounts were opened in your name without your authorisation.
4. Miscellaneous expenses
 - a. Costs you incur for refiling applications for loans or other credit or debit accounts that are rejected solely because the lender received incorrect information,
 - b. Costs for notarising documents related to your identity theft, long-distance telephone calls, and certified mail reasonably incurred as a result of your efforts to report an identity theft or to correct your financial and credit records that have been altered,
 - c. Costs you incur to contest (debate) the accuracy or completeness of any information contained in your credit history,
 - d. Costs you incur for a maximum of 4 credit reports from an entity approved by the insurer. The credit reports will be requested during the policy period or the extended claim period. The first credit report may not be requested until after the discovery of the identity theft.

SECTION 2: LEGAL LIABILITY TO THIRD PARTIES

Specific conditions for this extension

You must comply strictly with these conditions. If you do not, the insurer may refuse to cover your claim and/or reclaim any benefit already paid to you and will be entitled to cancel your policy.

1. The account must have been opened in your name without your authorisation.
2. You must notify your local law enforcement agencies and file a police report **within 24 hours** of discovering the theft.
3. Any false charge or withdrawal must be verified by your financial institution. Cover for false charges is limited to the amount for which you are held liable by the financial institution subject to the amount stated in your schedule.
4. The insurer will be allowed to inspect your books and financial records.
5. You will cooperate with the insurer and help them to enforce any legal rights you or they may have in relation to your identity theft including your attendance at depositions, hearings and trials, and giving evidence as necessary to resolve your identity theft.
6. You must
 - a. notify your bank(s), payment card company(ies), financial institution(s) and other account holders of the identity theft **within 24 hours** of discovering the identity theft.
 - b. if you make a claim for lost wages, submit proof from your employer that you took unpaid days off, and you must have this information recorded. You must also provide proof that it was necessary to take time off work.
 - c. send the insurer copies of any demands, notices, summonses, complaints, or legal papers received in connection with a covered loss.
 - d. take all reasonable and prudent action to prevent further damage to your identity.

Additional exclusions for this extension

The insurer will **not** cover the following:

1. Any claim under R250
2. Any expenses or loss as a result of:
 - a. any dishonest, criminal, malicious or fraudulent acts committed by you or a relative, or that you or a relative had knowledge of or planned, or if you withhold information or conceal material facts related to your policy or to your identity theft,
 - b. losses that result from business pursuits,
 - c. fraudulent payment card charges and bank transfer charges if they are not related to your identity theft,
 - d. any physical injury, sickness, disease, disability, shock, mental anguish and mental injury including required care, loss of services or death,
 - e. identity theft that occurred or commenced before the start of your policy period,
 - f. the reimbursement of fees for stolen payment cards if you have not complied with all terms and conditions under which the cards were issued, and
 - g. monetary losses other than the out-of-pocket expenses related to resolving the identity theft as contemplated by your policy including fraudulent payment card charges.

SECTION 2: LEGAL LIABILITY TO THIRD PARTIES

Specific exclusions for this section

The insurer will **not** cover you for legal liability relating to, or arising from or in any way associated with

1. compensation which falls within the scope of any compulsory motor vehicle insurance law in any of the territories where this cover applies, even where no such compulsory insurance is maintained
2. any judgment or cost order awarded against you by any court outside of the borders of South Africa (unless such judgment is confirmed by a court of the Republic of South Africa.)
3. damage to property belonging to or held in trust by or in the custody or control of you, your family, the driver of the vehicle, or any person covered by the policy while such property is being transported, loaded or unloaded
4. you having entered into a contract or agreement, unless such liability would in any event have ensued without you entering into such contract, or from any fraudulent act or misrepresentation by another person
5. death of or bodily injury to members of your family permanently residing with you, or, if the vehicle is being driven by someone other than you, such driver's family members permanently residing with them
6. death of or bodily injury to any person in your employment, or, if the vehicle is being driven by someone other than you, such driver's employee, other than a domestic employee, and which arises out of, and in the course of, such employment
7. death of or bodily injury to persons carried in or on or getting on or off any caravan or trailer
8. death of or bodily injury to persons carried in or on or getting on or off any vehicle being towed by the vehicle
9. death of or bodily injury to persons carried outside the passenger compartment of the vehicle at the time of the insured event
10. death of or bodily injury to passengers (other than excluded by exclusion 4. above) in or on any motorcycle or attached sidecar for any claim in excess of R100 000 resulting from any one accident or series of accidents arising out of one event
11. any insured event for which a person is obliged to submit a claim against the Road Accident Fund as provided for in terms of the Road Accident Fund Act 56 of 1996, as amended from time to time
12. any vehicle while it is being used for racing, speed testing, hill climbs or trials
13. death or injury to any person getting onto or off the motorcycle
14. loss of or damage to property being carried in or on motorcycles

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