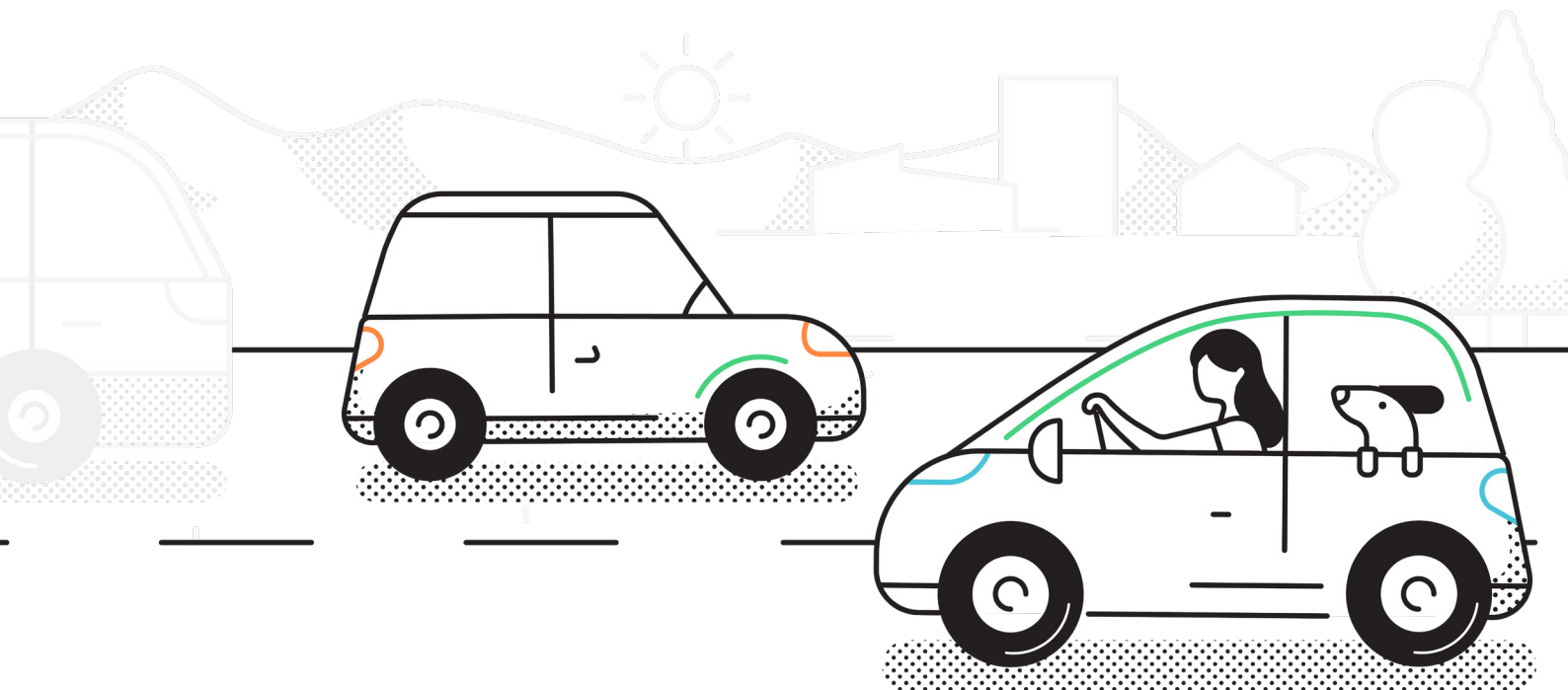


Naked — Car insurance



Underwritten by **Hollard.**

Naked Financial Technology Pty Ltd is an authorised financial services provider (FSP 48822). Policies are underwritten by The Hollard Insurance Company Limited, a registered insurer and authorised financial services provider.

LAST UPDATED ON 03 FEBRUARY 2020

Welcome!

This document contains a summary of the cover and details specific to car insurance.

It should be read together with the details of your cover as set out on the Naked Insurance app, and the [Naked Insurance Basics](#) document, which describes the general requirements and cover details that form part of your insurance contract.

If you make any changes to the policy conditions, by updating your cover on the app, it will be effective immediately, unless you indicated for the cover on a new item to start on a future date.

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Cover summary

Read the details of what is covered and not covered from **page 16**.

	COMPREHENSIVE	STATIONARY	DAMAGE TO OTHERS
 Accidents	✓	✗	✗
 Theft & Hijacking	✓	✓	✗
 Mother nature and more	✓	✓	✗
 Damage to others	✓	✗	✓
 Roadside assistance	✓	✓	✗
 Illegal use	✗	✗	✗
 Commercial use	✗	✗	✗
 Maintenance	✗	✗	✗
 Prior damage	✗	✗	✗

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Cover amounts

	MAXIMUM COVER	EXCESS YOU PAY
Damage to your car (if covered)	Car's retail value (plus value of extras as specified in the app, and shortfall if you chose this option)	Level selected (as shown in the app)
Damage to your car's windscreen or glass (if covered)		
Done <i>with</i> our prior approval	Total cost of repair or replacement	Claim under R2,000: Excess = 0 Claim between R2,000 & R3,000: Excess = claim amount minus R2,000 Claim over R3,000: Excess = R1,000
Done <i>without</i> our prior approval	R2,000	R500
Damage to others (if covered)	Level selected (as shown in the app)	Zero
Other benefits (only on Comprehensive)		
Lost keys and remote controls	R5,000	R1,500
Transit cover	Retail value plus specified extras	
Emergency repair after an accident	R5,000	
Transport, towing and storage:	Retail value plus specified extras	
Done <i>with</i> our approval	Total cost	
Done <i>without</i> our approval	R2,000	Level selected (as shown in the app)
Car hire (if selected)	Selected vehicle, for a maximum of 60 days	
Sasria (terrorism and riot cover)	Retail value plus specified extras	As per Sasria cover details (see Naked Insurance basics)

Emergency assistance


Introduction

The following emergency assistance benefits are designed to help you when you are faced with unexpected incidents. These services are available 24 hours a day, 365 days a year.





Important





You must always contact us for assistance. If you do not, we might not pay the full cost.

The best way to contact us is on the **Naked Insurance app**, or by calling the helpline:

 **086 099 5125**

Need assistance?

-  Towtruck >
-  Roadside assistance >
-  Emergency home assistance >
-  **Make a claim** >

Specific conditions

The following conditions apply to the accident emergency assistance:

- Your car must be insured with us for Comprehensive cover or Stationary cover to qualify for Emergency Assistance.
- This service is limited to an overall limit of R5,000 of roadside assistance and towing costs for every continuous 12-month period.
- Any further assistance required will be for your account.
- The limit does not apply to towing following an accident (if it is covered under this policy) if you use our appointed service provider (get our approval through the app or on 086 0995 125)



Roadside assistance

You have access to the following services in the event of a roadside emergency, if you are stranded within the borders of South Africa (limited up to R500 per incident):

- Flat battery - jump start only (replacement of battery for the member's account)
- Flat tyre (help with change of tyre)
- Keys locked in vehicle (unlocking only)
- Fuel assistance (limited to five litres per incident)
- Minor roadside-running repairs (electrical, coil, immobilizer etc.)
- Tow-in service to the nearest approved dealership (if car is still under warranty), repair centre or panel beater in the event of:
 - Mechanical breakdown – covered up to R500
 - Electrical breakdown – covered up to R500



Hotel accommodation

Where the breakdown (not accidents covered under this policy) has occurred outside a radius of 100 km from your normal place of residence, resulting in an overnight delay, we will arrange hotel accommodation for the occupants of the vehicle (up to a maximum of four people). Cover up to R500.



Car rental

If the circumstances of the problem entitles you to the hotel accommodation benefit but you would prefer to continue with your journey immediately, we will arrange for a rental car to enable you to reach your destination, subject to your qualifying for a rental vehicle in terms of the car rental companies general terms and conditions. We will only pay for the rental charge, up to R500, subject to availability. Other costs will be for your own account.

Important info



Vehicle inspection (car selfie)

To activate your Comprehensive cover, you must submit a car inspection (called a “car selfie” or “selfie”) by using the Naked Insurance app. A car selfie means taking pictures or videos of your car, and supplying us with any supporting information that we ask for.

- **Your car is not covered** for Comprehensive cover until:
 - you have successfully submitted the car selfie;
 - you have answered any questions we may have based on our review of the car selfie; and
 - we have confirmed your Comprehensive cover, within a maximum of 5 working days.
- **If you do not submit the car selfie** by the date we communicated to you, you will only be covered for Third party liability.
 - This means that your car is not covered for any loss or damage and you are only covered for damage to another person’s vehicle or property.
 - In this instance, we will reduce your premium accordingly.
- If you submit the car selfie, we may decide not to cover your car depending on the information you provided us with.
 - In this case we will cancel your cover back to the cover start date and we will pay back all the premium we received.
 - This means it is as if we never insured your car (voiding cover).
- We may also ask you to submit a car selfie when you change your cover from Stationary cover to Comprehensive cover.



Tracking device

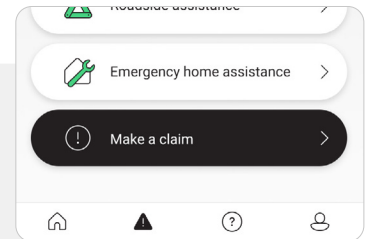
Some cars need to be equipped with a tracking device that includes vehicle recovery service. If this requirement applies, it will be shown as part of the quote summary and in your policy summary on the app. We may use any available information stored on your car's tracking device to assist us in validating the circumstances of a claim.



We will not pay a claim for theft or hijacking unless:

- the tracking device was in working order at the time of the incident;
- your contract was active at the time of the incident;
- you kept to the conditions of that contract; and
- you reported the theft or hijacking to the tracking company immediately after the incident.

Claim

Go to **“Make a claim”** on the Naked Insurance app



OR  Call **086 099 5125**  Send us an email at **help@naked.insure**

Complain

We hope that you never have reason to complain, but if you do we will do our best to work with you to resolve it through the following process.

Complain to Naked

STEP 1

Use the questions or comments chat functionality on the app.

STEP 2

Speak to one of our customer care specialists on **086 0995 125** (weekdays from 8am - 5pm) or email us on **help@naked.insure**

STEP 3

If required, ask to speak to a manager to further discuss your concerns.

STEP 4

If, after speaking to a manager, your complaint is not yet resolved, you can take the matter further by writing to our internal dispute resolution committee on: **complaints@naked.insure**

Your concerns will be investigated by a person with full authority to deal with the complaint and we will inform you of the outcome within 15 working days of receiving your letter.



Complain to Hollard

While you may contact the Ombudsman at any time, or take legal action against us within 270 days of receiving a claims decision, we would encourage you to please contact us first and follow the four-step process below.

STEP 1

Complain to Hollard




Please contact us on our dedicated complaints contact details and we will do our best to find a solution to your complaint. If we do not accept a claim or if you don't agree with the amount of the claim, you may ask us to review our decision within 90 days of the date that you received our decision.

-  011 351 2200 on weekdays between 8am and 5pm
-  hollardinsurecomplaints@hollard.co.za

STEP 2

Complain to Hollard's Internal Adjudicator

If you are still unhappy after you have asked us to review our claims decision, you may email Hollard's Office of the Internal Adjudicator (OIA). The Internal Adjudicator will investigate your complaint objectively and independently.

-  011 351 5652 on weekdays between 8am and 5pm
-  oia@hollard.co.za
-  011 351 0801

STEP 3**Complain to the Ombudsman**

If you are still unhappy after contacting us, you may send your complaint to the following Ombudsmen, depending on the nature of your complaint.

Complaints on how this policy was sold to you

If you have a complaint about how this policy was sold to you and your complaint is not resolved to your satisfaction by Hollard or your intermediary (Naked), you may contact the FAIS Ombudsman. You must do so within six months after receipt of the final response to your complaint from Hollard or your intermediary (Naked).


Complaints on anything else


The Ombudsman for Short-term Insurance (OSTI) provides a free and speedy complaints resolution process.


FAIS Ombud

 PO Box 74571
Kasteel Park
Office Park

 012 470 9080

 011 726 5501


 www.faisombud.co.za

 info@faisombud.co.za

The Ombudsman for Short-term Insurance (OSTI)

 PO Box 32334
Braamfontein
2017

 011 726 8900

 011 726 5501

 www.osti.co.za

 info@osti.co.za

STEP 4**Take legal action**

You may take legal action against us within 270 days of the date that you received our claims decision. To take legal action, summons must be served on us. If this is not done in time, you will lose your right to claim and we will no longer be responsible for that claim. You may also choose to take legal action against us without first asking us to review our claims decision or contacting the Ombudsman for Short-term Insurance. If you take legal action against us before contacting the Ombudsman, you can only approach the Ombudsman for assistance after you have withdrawn the summons against us.


Cooling off


If you want to cancel cover in the first 30 days and you want it backdated to when you started we will gladly refund you the full premium, but only if you haven't claimed.

Insurer and other service providers


Intermediary & Administrator

Naked Financial Technology Pty Ltd

 9 Gordon Hill Road,
Parktown, 2193

 0860 995 125

 help@naked.insure


 www.naked.insure


Compliance Officer:

Ncamane Consultants
nicky@nccconsultants.co.za

Insurer


The Hollard Insurance Company Limited

 PO Box 87419
Houghton, 2041

 Hollard Villa Arcadia
22 Oxford Road
Parktown, 2193

 011 351 5000

 compliance@hollard.co.za

 www.hollard.co.za

Naked Financial Technology Pty Ltd (Registration number 2016/427911/07) is an authorised financial services provider (FSP 48822) with professional indemnity insurance in place. Licenced for intermediary services in Category 1.2 Short Term Insurance Personal Lines. We are appointed by Hollard to manage a specific type of product, and to act on their behalf (policy initiation, administration, and settling of claims), and have written mandates evidencing this.

Naked Financial Technology:

1. Does not own more than 10% of the shares of the product supplier.
2. Only sells products from one product supplier, being Hollard. Accordingly it expects to earn more than 30% of its income from the product supplier.
3. Has a complaints policy and a conflict of interest management policy in place. It is accessible at www.naked.insure/complaints-conflicts.







The Hollard Insurance Company Limited (Registration number 1952/003004/06) ("Hollard") is a public unlisted company and has Professional Indemnity insurance and Fidelity Guarantee insurance in place.

Sasria

Insurance companies do not provide cover against loss or damage caused by war, terrorism, riots, strikes and other protest actions. In South Africa, the special risk insurer that provides cover for these kinds of events is Sasria. The acronym Sasria means South African Special Risks Insurance Association.

A portion of your premium is paid to Sasria. Read the Sasria policy wording at the end of Insurance Basics document for more details.

Sasria's contact details are:

- | | |
|--|--|
|  PO Box 653367, Benmore, 2010 |  011 447 8630 |
|  36 Fricker Road, Sandton, 2196 |  contactus@sasria.co.za |
|  011 214 0800 or 0861 727 742 |  www.sasria.co.za |

Compliance officer Mr. Mziwoxolo Mavuso

Complaints contactus@sasria.co.za

Claims Please submit all claim documentation to Hollard

Financial details

The maximum cover amounts and excesses (as shown in this summary document and on your app) are inclusive of VAT at 15%.

Your total premium is shown on your app and is inclusive of VAT at 15%. It also includes the cost of car hire and cover for extras, where applicable.

How your total premium is broken down:

PREMIUM SPLIT

EXAMPLE

If your total premium is R502 pm (incl VAT)*

Premium to Sasria for riot & terrorism cover	R2 per month	R2
Rest of the premium (including the cost of car hire and cover for extras)		R500
Naked Financial Technology Pty Ltd	20%	R100
Commission for intermediary services	12.5%	
Fee for policy administration and claims services	7.5%	
Hollard Insurance Company risk premium	80%	R400
VAT (Included in all amounts)		
Sasria	15%	R0.26
Naked	15%	R13.04
Hollard	15%	R52.17
Total VAT		R65.48

*Your actual premium (together with the latest version of the details of your cover) can be seen on the cover summary screen on the app.

Please ensure that your details (information you provide for us to determine the premium), as shown on the app, are up to date. If they are not, your claims may be affected.

Please review the rest of this policy wording for the full details of your cover, including all the instances when we won't pay a claim (exclusions).

Details

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Cover conditions

- Your car must be registered in terms of current South African legislation.
- You, or any other person driving the car must be in possession of a valid South African driver's licence, or a valid driver's licence that complies with South African legislation. This includes a person with a valid learner's licence, but only while accompanied by a person with a valid driver's licence.
- To activate your Comprehensive cover, you must submit a car inspection (called a "car selfie" or "selfie") by using the Naked Insurance app. A car selfie means taking pictures or videos of your car, and supplying us with any supporting information that we ask for.
- **Your car is not covered** for Comprehensive cover until:
 - you have successfully submitted the car selfie;
 - you have answered any questions we may have based on our review of the car selfie; and
 - we have confirmed your Comprehensive cover, within a maximum of 5 working days.
- **If you do not submit the car selfie** by the date we communicated to you, you will only be covered for Third party liability.
 - This means that your car is not covered for any loss or damage and you are only covered for damage to another person's vehicle or property.
 - In this instance, we will reduce your premium accordingly.

- If you submit the car selfie, we may decide not to cover your car depending on the information you provided us with.
 - In this case we will cancel your cover back to the cover start date and we will pay back all the premium we received.
 - This means it is as if we never insured your car (voiding cover).
- We may also ask you to submit a car selfie when you change your cover from Stationary cover to Comprehensive cover.
- If you choose to be covered for Other parties' damage only, your car must be fully paid up and may not be financed. If your car is financed, we may cancel your cover from the cover start date and pay back all premiums, less the amount of any claims we may have paid.

Cover options

Your information on the app will indicate which of these options you have selected. You are only covered for the benefits that correspond to the type of cover indicated on your cover summary on the app.

OTHER PARTIES' DAMAGE (Third party liability)

Cover for legal liability if your car causes damage to other's property.

COMPREHENSIVE COVER

Your car is covered for loss or damage to the car itself, as well as for third party liability. You can also choose the Car hire or Extras optional benefits.

STATIONARY COVER

Your car is only covered while you are not using it and while it is stored. Your car is not covered while anybody is driving it. You can also choose the Extras optional benefit.

Other parties' damage (Third party liability)

A third party is another person whose property is involved in an accident with your vehicle, for example the owner of another vehicle or the owner of property. That person may hold the driver of your vehicle legally liable for the damage caused by your vehicle.

We will cover the following types of liability, including reasonable legal costs and expenses that we agreed to in writing, up to the limit set out in the policy summary:

Legal liability for damage

We will cover you for your legal liability to third parties if your car is involved in an insured event (i.e. an event that would result in a valid claim) that causes damage to the property of any person. This includes damage caused by a trailer (even if the trailer is not insured under this policy) that was attached to the car when the incident commenced, provided that said trailer is not used for transporting business material or in any other way related to business activities (such as advertising).

We will also cover your legal liability to local authorities for damage because of an accident.

Other people driving your car

If someone else drives your car, that person will also be covered for legal liability as described above. You must have given the person permission to drive your car.

Driving a car that does not belong to you

We also provide third party liability cover as described above if an accident happens while you (or the person that is specified as the regular driver under this policy) are driving a vehicle that does not belong to you, but only if the following conditions are met:

- you are the driver at the time of the incident;
- the car is a private car;
- it is not leased to you and you are not in the process of buying the car from a motor dealer;
- the car is not rented;

- the insured event happened in the borders of South Africa; and
- the car is not elsewhere insured for third party liability.

For example, you are covered for legal liability to third parties if you borrow a friend's car that is not insured, and you are in an accident that causes damage to another car.

You are only covered for legal liability, and not for the loss of or damage to the car you were driving, or for any property carried by that car.

There is no legal liability cover in the following instances:

- Accidental death of or bodily injury to any other person. In South Africa, this is covered by the Road Accident Fund Act (RAF) and by law you can only claim from the RAF.
- Damage to property:
 - belonging to you, or a member of your household or any person in your employ;
 - in the care, custody or control of you or any other person covered by this policy;
 - being carried in or on a caravan or a trailer towed by your car.
- Loss or damage to a caravan, trailer or another car that does not belong to you while it is towed by your car.
- Legal costs to defend criminal acts or fines for breaches of the National Road Traffic Act.
- When you travel outside South Africa.

Comprehensive cover

This option covers you for **Other parties' damage** as describe above, as well as for loss of or damage to your car that is caused directly by the following insured events:

- Accident and collision
- Weather, including storm, wind, snow, hail, rain, or flood.
- Hijacking, theft or attempted theft.
- Fire, lightning and explosion.
- Earthquake
- Malicious damage

The following benefits are automatically included in Comprehensive cover. We will cover you up to the limits set out in the policy summary:

Keys and remote control units

The costs reasonably and necessarily incurred to replace or repair keys and remote control units that are lost, stolen or damaged. This benefit will also apply if you suspect that an unauthorised person has access to duplicates.

Transit cover

While your car is transported by sea, road, railway or air, we will cover your car for loss or damage because of an insured event. This cover includes loading and unloading of the car. Any vehicle used to transport or tow your car by road must be designed for the towing and transporting of other vehicles.

Emergency repair after an accident

If your car needs emergency repairs to get your car safely back on the road, we will pay back the costs of these repairs. The following conditions apply to this benefit:

- The reason for the repairs must be because of an insured event covered under this policy.

- You must give us a detailed invoice.
- You may only continue with emergency repairs if the total cost of the repairs is less than the limit shown in the schedule.
- If the total cost is more than the limit and you continue with the repairs without our permission, we will not pay back any costs.
- This benefit is only available within the borders of South Africa.

Transport, towing and storage

If your car needs to be towed away, we will pay the cost of the towing and storage. The following conditions apply to this benefit:

- The reason for the towing must be because of an insured event under this policy, and the claim must be valid.
- The place that your car is towed to and stored at must be within the borders of South Africa.
- We will not limit the amount we will pay if you ask our permission before your car is towed.
- If you do not ask our permission before your car is towed, we will only pay up to a maximum of the limit.
- If we paid for the cost of towing and storage and the claim for the insured event is not valid, you must pay back the amount that we have paid.

Windscreen and glass

We will replace or repair accidentally damaged glass in any fitted windows of your car. Fitted windows include the windscreen, rear window and side windows. The following conditions apply to this benefit:

- We will not limit the amount we will pay if you contact us and we arrange for the replacement.
- If you have glass repaired, or you do not contact us before having glass replaced, we will only pay up to the limit shown in the policy summary.
- We will only cover damaged glass of a canopy, if it is covered under Extras.

Stationary cover

We will only cover your car while you are not using it and while it is stored in a secure place, for example a locked garage or security-controlled parking area. We will not cover your car while anybody is driving it.

We will cover your car for loss or damage caused directly by the following insured events:

- Accidental damage (e.g. something falling on it in your garage), but not while anybody is driving it.
- Weather, including storm, wind, snow, rain or flood.
- Hijacking, theft or attempted theft.
- Fire, lightning and explosion.
- Earthquake.
- Malicious damage.

For example: If you will not be using your car for an extended period, you can save on premium by choosing Stationary cover for that time. But remember: you should only be on stationary cover for periods that the car won't be driven at all. If your car is financed, your finance provider requires that you have comprehensive insurance, and accordingly you should not switch to stationary cover if the car is in fact being driven.

Optional

Car hire

Optional on Comprehensive cover

The car hire benefit is an Optional benefit if your car is covered under

Comprehensive cover. You must choose to be covered for this benefit and pay the extra premium.

When we will give you a rental car

- If we accept a claim for an event which happened within the borders of South Africa, we will give you a rental car.
- You may use the rental car from the date your claim is accepted until the earliest of the following:
 - The end of the number of days you chose as shown in the policy schedule.
 - The date that the repairs on your car are finalised.
 - The date that we settle a claim for a total loss.
 - The date that we return your car to you, if it is recovered after theft or hijacking.
 - The date that we reject your claim.

* If your car is still drivable, the rental car is only available from the date that your car is dropped off at our repairer.

What the car hire benefit includes

The car hire benefit includes the following:

- a car that is listed in the car hire group that you chose, as set out in the policy schedule;
- unlimited kilometres;
- airport surcharge for rentals from an airport; and
- tourism levy;

What you are responsible for

You are responsible for the following:

- all fuel deposits, fuel and running costs, including toll fees;
- the insurance excess charged by the car hire company for loss or damage to the rental car;

- traffic or speeding fines while the rental car is in your custody and control, until it is returned;
- delivery or collection charges for distances longer than 25 kilometres from the nearest car hire company contracted by us; and
- costs after the rental car has been in your custody and control for longer than the allowed period set out above.

Extras

Optional on Comprehensive and Stationary cover

You are not automatically covered for extras and modifications unless you ask us to cover them and they are shown in your policy summary on the App. We will cover loss or damage to extras and modifications shown in your policy summary on the app up to their insured values. We only cover extras and modifications that are not listed in the manufacturer's specification (and therefore not included in the retail value of your car).

Credit shortfall

Optional on Comprehensive and Stationary cover

This is an Optional benefit if your car is financed and insured for Comprehensive or Stationary cover. You are only covered if you selected this cover and you had been paying the premium, prior to the incident, as per your selection on the app.

What this covers

If your car is a total loss and you are still paying it off, there might be a difference (shortfall) between the insured value of your car and your outstanding loan amount. This benefit covers you for that shortfall.

The outstanding loan amount

The outstanding loan amount is what you owe to a financial institution under a finance agreement as defined in the National Credit Act.

What we do not cover

The total amount we pay to the financial institution will not cover your full outstanding loan amount, because the following is not covered:

- The excess due on your car claim under the Comprehensive or Stationary cover.
- Any amounts that we may deduct from your claim under the Comprehensive or Stationary cover because there is no cover or limited cover, such as towing, storage and release fees where you did not arrange towing through us.
- Instalments which are in arrears and any interest on them.
- Any early settlement penalties.
- Any extra fees charged by your financial institution.
- Any amount noted on the finance agreement for service or delivery.
- Premiums for insurance, motor warranties and maintenance plans. These must be refunded to you by the administrator of the policy or warranty.
- Amounts added to the initial loan amount of your finance agreement after your car's cover start date, and any finance charges and interest on it.

- If you make any changes to your finance agreement after your car's cover start date, and these changes result in a higher outstanding loan amount, then you are only covered for the original outstanding loan amount before the changes were made.

What we will pay to the financial institution

When we settle your claim, our total payment to the financial institution will be calculated as follows:

- **Comprehensive or Stationary cover:** The retail value of your car at the time of the incident; plus
- **Accessories & modifications:** The insured value of any Extras that you've added; plus
- **Credit shortfall:** The difference between your outstanding loan amount and the total of the above; less
- **What is not covered:** The total of any costs that are not covered as shown above.

Your cover details

The value of the car

This is the value from the Auto Dealer's Guide published by TransUnion Auto Information Solutions (Pty) Limited, or any similar publication approved by us.

- It is the price most dealers would be prepared to sell your car for, based on the mileage and condition of the car. It includes any factory-fitted accessories and modifications that are listed in the manufacturer's specification.
- If you want cover for accessories and modifications that are not listed in the manufacturer's specification, you must insure these separately under Extras.
- In the event of a total loss claim, we will base the claim amount on the listed retail value as at the date of the claim event, plus the insured value of all the accessories and modifications listed under Extras, less your excess. You will only have cover for the credit shortfall (as explained above) if you had selected this cover before the incident.

Who drives the car

The regular driver is the person who drives, or is in control or possession of the car most of the time. The name of the regular driver is set out in your policy summary on the App.

Although we will cover the car when it is being driven by someone else with the permission of the policyholder or the regular driver, you must update your policy profile on the app if someone else starts to use the car more often than the regular driver as indicated in your policy summary.

Where the car is covered

We will only cover your car within the borders of South Africa, unless you are travelling as set out below.

We will cover your car for a total of 90 days per year while you are travelling in the following countries: Angola, Botswana, Kenya, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Tanzania, Uganda, Zambia and Zimbabwe. If your car is damaged outside the borders of South Africa, you must bring the car back to South Africa at your own cost before we will consider the claim.

There is no legal liability cover when you travel outside South Africa. You must take out separate third-party liability insurance cover when you travel outside South Africa.

What the car is used for

You must tell us what you mainly use your car for, as set out below. We will set this out on the policy summary. You must update your information on the app if anything changes.

Private use

You use your car for private, domestic and pleasure purposes. This includes traveling to and from your place of work, and occasionally making a trip for business. However, it excludes an occupation where your car is an essential part of doing your job, like a sales representative or consultant for which traveling to different clients is required.

Business use

This means you use your car for private, domestic and pleasure purposes, and your car is an essential part of doing your job. On average you have more than two (2) work-related trips per week (other than driving to the office from home). You do NOT use your car for transporting staff, materials, stock, tools, equipment, or paying clients (any of those would be classified as commercial use, which we do not cover).

What is not covered

We will not pay a claim for loss, damage or liability for or because of any of the following:

- While your car is in the custody and control of the motor trade for any purpose other than the overhaul, upkeep or repair of the car. For example, if your car is parked at the dealer while the dealer is trying to sell it for you.
- **Uses of your car:** No cover for loss or damage while using your car in any of the following instances:
 - Using your car to give driving lessons for which you or the driver of the car receive payment.
 - Using it to carry or tow a load that is greater than what it is designed or licensed for.
 - Using it principally for transporting dangerous, hazardous, flammable goods or substances that pollute or contaminate. Examples are nitro glycerine or dynamite, hazardous chemicals or compressed gas, gas in liquid form, hazardous waste or liquid petroleum.
 - Using it for off-road driving. Off-road driving means that you use your car for 4x4 track driving, trail driving, sand dune driving or any other driving away from a public, prepared or graded private road.
 - In connection with any performance tests, trials or for performance demonstration purposes.
 - During any motor sporting activity, or while it is being tested for any motor sporting activity.
 - On a motor sporting circuit or track of any kind, unless during an advanced driving course where all of the following apply:
 - The driving course is accredited by the Advanced Driver Training Industry Board of South Africa (A.D.T.I.B of S.A).

- At the time of the accident, the driver is under instruction of the approved and accredited driving school instructor.
 - The accident happens while the driver is following the instructions of the driving school instructor.
- Using your car outside of South Africa in a listed country for longer periods than 90 days.
- **Alcohol , drugs and driver behaviour.** No cover while your car is driven or being towed in any of the following instances:
 - The driver is under the influence of alcohol, or the alcohol content in the driver's body exceeds the legal limit.
 - The driver is under the influence of drugs or medication, unless it is prescribed by a doctor and is taken in the correct dosage.
 - The driver refuses to submit to any test to determine the level of alcohol or drugs in their body, such as blood, urine or breathalyser tests.
 - The driver leaves the scene of the accident unreasonably or unlawfully.
 - The driver exposes the car to situations that clearly have a high risk of loss or damage, for example making a U-turn on a highway.
- For the purposes of this exclusion, driver means any of the following people:
 - You, the regular driver or a permanent member of your or the regular driver's household.
 - Any other person driving your vehicle with the permission of the following people:
 - i) You or the regular driver.
 - ii) An adult of your or the regular driver's household.
- Certain parts of the car are not covered:
 - damage to the engine or suspension unless caused by an insured event; or
 - damage to tyres and wheels caused by road punctures, cuts and bursts, or by applying brakes unless caused as a direct consequence of an insured event.

- Any resultant loss or damage that was caused because you continued to drive your car after an insured event.
- The cost to repair any pre-existing or old damage, faulty workmanship or incomplete repairs that were in existence prior to the insured event.
- **Theft of sound equipment:** No cover for the theft of sound equipment from inside your car unless there has been forcible or violent entry into your car. If access was gained using remote jamming, there is no cover unless there is CCTV footage or other indisputable proof available.
- **Remote jamming:** No cover for loss or damage caused by anyone gaining access to your car using remote jamming, unless there is CCTV footage or other indisputable proof available.
- **Un-roadworthy cars:** No cover for loss or damage caused directly because your car does not meet the roadworthy requirements of the applicable National Road Traffic Act.

For example: Tyres that are below the legal thread limit, impacts the distance before your car comes to a complete stop in wet road conditions. If you are in an accident and our investigations show that the accident could have been prevented if your car's tyres were within the legal thread limit, we will reject your claim.

- Further loss or damages that you may suffer as a consequence of the insured event. For example, if your car is in an accident on the way to the airport, we will cover you for the damaged car (if insured under this policy). We will not pay for any loss you may suffer because you missed your flight.
- Insured property that is covered against an insured event by any guarantee, service contract, purchase contract or any agreement of any type.
- We do not cover any liability because of a written or verbal agreement you entered into.
- We do not cover any loss or damage to your car because of defective design, workmanship or materials, including any expenses to correct a fault in the design or construction of the car.
- If any theft happens as result of you being tricked into parting with your car as part of a transaction that you believed was real. The transaction can be an ordinary cash transaction, an exchange or even a credit sale agreement.

- **Gradual deterioration:** We do not cover loss or damage caused by gradual deterioration. We specifically do not cover loss or damage caused by any of the following kinds of gradual deterioration:
 - Wear and tear from the ordinary day-to-day use of your car. We do not cover you for any loss, damage or costs because the police or any other authority legally took possession of your car for any period.
 - Exposure to natural forces such as sunlight and rain.
 - A slowly operating cause such as rust, corrosion or decay.
 - Any cause that was not sudden and unforeseen.
- **Losses covered by legislation:** This is for any event where compensation is provided for by written law in South Africa, or any other country where this policy might apply. An example in South Africa is the Road Accident Fund Act.
- **Using your vehicle for commercial travelling or as a tool of trade, for example:**
 - Using your vehicle as a courier or delivery vehicle.
 - Renting out your vehicle for use by others.
 - Using your vehicle to carry passengers for reward, such as a taxi or limousine (excluding lift clubs).
 - Using your vehicle to carry out your trade, such as plumbers, electricians, builders, garden services, farmers, etc.
- We cannot provide any cover if that means we would not comply with trade or economic sanctions. If we find out that you are subject to such sanctions, we will cancel your policy from the policy start date or the date that you become subject to sanctions. We will refund any premiums paid by you and will not pay any claims.
- **Nuclear events and substances:** These are risks associated with the nuclear industry in general. We do not cover any event related to radioactive or nuclear material in any way.
- **War, terrorism, riots and protest actions:** This includes any loss or damage related to or caused by war, terrorism, riots, protest actions, public disorder or any attempted act of this kind. In South Africa, these types of events are covered by Sasria SOC Limited. Please refer to the Sasria section at the back of your at the back of the Naked Insurance Basics document for an explanation of your Sasria cover.

Claims

How to claim

- Report theft, hijacking, accidents and any criminal acts to the police within 24 hours.
- You must advise us within 72 hours, but not later than 30 days of the loss or damage taking place.
- You must send us the evidence and other documents we ask for within the time that we will give you.
- You must get our permission in writing before repairing your car. This does not apply to emergency repairs to your car, or for expenses to safeguard your car, up to the limit set out in the policy summary.

Be aware of your responsibilities on third party liability claims:

- a. A third party liability claim happens when another person holds you legally liability for damage to their property which was caused by an accident involving your car, motorbike, trailer or caravan insured under this policy,
- b. You must tell us immediately after you become aware of any action or possible action against you, for example if you receive a summons from the court.
- c. You must never do any of the following because it may affect your claim:

- Never admit guilt, fault, liability, or incur any legal costs without first getting our permission.
 - Never offer or negotiate to pay a claim.
 - Never accept any offer from another person for any damage that you want to claim for under this policy.
- d. Please read the section called Third party claims process for a full explanation of how the third party liability claims process works and what your responsibilities are.

If the steps above are not followed, or you do not send us the information we ask for within the time we gave you, we will reject your claim.

How we settle claims

If we decide to repair the car

- We will arrange for repairs to be carried out by a qualified repairer. The repairer will repair your car to a condition substantially the same as its condition immediately before the event.
- The quality of the workmanship and the materials used by our repairer are guaranteed for as long as you own the car. This guarantee does not include wear and tear, rust, corrosion or depreciation.
- If you are concerned about the quality of the repairs to your car, you must tell us and make your car available to us for inspection.
- We will not pay for any work to your car to correct repairs, unless we gave you our permission before the work was done.

Replacement parts

- If your car is still covered by the manufacturer's warranty, a service or a motor plan, we will repair your car according to manufacturer's specifications. If we replace windows we may use glass which was not produced by the original manufacturer. The glass will meet the South African Bureau of Standards (SABS) safety and quality standards.

- If your car is no longer covered by the manufacturer's warranty, a service or a motor plan, we may use:
 - new parts;
 - parts which are consistent with the age or condition of your car; or
 - approved alternative parts.
- If any damaged part forms part of a set (for example side mirrors), we will only pay for the replacement of the actual part that is damaged.
- If any part or accessory is no longer available from the manufacturer, or is not available in South Africa, we will only pay the cost of:
 - a similar part or accessory that is available; or
 - the last listed price of the part or accessory that is no longer available.
- We are not responsible for any additional costs because of a delay in the supply of parts or accessories.

You must start repairs in the time period specified

Repairs must start within three months from the date on which we approved the repairs. Should the repairs not start within the three month period because of your delay, we will only pay the amount that we agreed as at the date of our approval. You will have to pay any balance.

Total loss claims

- a. Cars younger than 12 months:** If your car is insured for its retail value, we may choose any of the following methods to settle your claim:
- Replace your car with a similar new car.
 - Pay the list price of a new car that is the same model.
 - Pay the list price of a new car that is a similar model (if the same model is not available).

We will only do this if all of the following applies:

- You are the first registered owner of the car.
- Your car is less than 12 months old from the first registration date at the date of the insured event.
- Your car has less than 30 000 kilometres on its odometer at the date of the insured event.

b. Cars older than 12 months: If your car is older than 12 months from its first registration at the date of the insured event, we may replace your car or we may settle the claim in cash as explained below:

- **Replace:** We may replace your car with a used car which is similar to, or better than your car which was stolen or written-off. We will only do this if you agree to it.
- **Cash:** We will settle the claim in cash by transferring the money into the bank account we have on record. If your car is still financed, remember that we will first pay the financial institution as explained in the Naked Insurance Basics.

c. Cover ends after a total loss: Cover for your car ends if it is stolen and not recovered, or if our claims decision is to treat it as a write-off. If your car is written off, it becomes our property.

What you must pay

You may have to pay an excess. This is the first amount that you must pay towards a claim under this policy.

The amount you choose as basic excess, as indicated on your profile in the Naked app, is the maximum excess you will pay per incident. The excess levels for smaller claims are shown on page 5 of this document.

If you have to pay an excess, we will tell you when to pay the excess to the service provider. We may also deduct the excess from the amount we pay.

If you do not agree with our claims decision

If you do not agree with our claims decision, please refer to the steps set out on page 11.

Third party claims process

This section explains the meaning of third party recoveries and liabilities, as well as how we will treat all third party claims.

The difference between third party recovery and third party liability

Third party recovery

- You, as the innocent policyholder (first party), are covered by the insurer (second party) against the actions of another party (third party), the negligent or responsible party.
- We will cover your for loss of or damage to your car insured under this policy, if you are in an accident.
- If another person caused the accident, we will try to claim back the amount of the damage from that person (third party). There are no guarantees that we will be successful, because there are many factors playing a role in the legal process.
- This is called third party recovery.

Third party liability

- You, as the negligent or responsible policyholder (first party), are covered by the insurer (second party) against the actions of another party (third party), the innocent party.
- We will cover you if you are held legally responsible for causing loss or damage to another person's property, because of an accident that involved your car.
- This is called third party liability.

We will take over your rights

Third party recovery

Once we paid you for a claim, your rights to claim against the third party that caused the loss or damage to your car are automatically given to us.

- This means that you may not claim directly from the third party, because you have already claimed from us.
- If you do not allow us to claim from the third party, you may lose all benefits under this policy and you may need to pay back any payment or benefit you received from us.

Third party liability

The basis of third party liability insurance is that you ask us to cover you if you are held legally responsible by another person for causing damage to that person's property.

- This means that you give us your rights to defend yourself, and we will negotiate with the other person (third party) or that person's insurer.
- We will also go to court on your behalf if we cannot reach a settlement during the negotiation process.

Third party recovery process

After we have paid you for a claim for the loss or damage to your car, we will assess whether there is a possibility of claiming back the amount of the loss or damage from the third party. We will only consider this if the third party was responsible for causing the loss or damage. We may decide whether or not we will claim from the third party as explained below.

Your responsibilities

- You must never admit guilt, offer to pay someone else, or accept an offer from anyone else to pay for the damage, or to pay you for your excess.
- You must give us all information and assistance that we need to claim from the third party.
- If you don't keep to your responsibilities, it may mean that we cannot claim back the amount of the loss or damage from the third party. You may lose all benefits under this policy and you may need to pay back any payment or benefit you received from us, plus any costs.

If we decide to claim from the third party

- We will claim the total amount of the damage, including your excess, from the third party, or the third party's insurer, and we will cover all the legal costs.
- The law allows three years from the date of the accident to claim from the third party. This could be a long process and there are no guarantees that we will be successful.

If we decide not to claim from the third party

We may also decide not to claim from the third party for any of the following reasons:

- The amount of the full damage or loss is less than what the legal costs would be if we claimed from the third party.
- In our opinion, we do not have reasonable prospects of success.
- We cannot trace the third party or you didn't give us the third party's details.
- The third party is not insured and does not have any income or assets.

When we will pay back your excess

- We will pay you back the amount of your excess, if we are successful in recovering the full amount of the loss or damage (including your excess).
- If we only recover part of the amount of the loss or damage, we will only pay back part of your excess.

When we will not pay back your excess

The excess is the uninsured portion of a claim that you must pay, regardless of whether you are responsible for the accident or not. We will not pay back your excess if we are unsuccessful in claiming from the third party, or if we decide not to claim from the third party. You may ask us to take back your rights to claim from the third party.

- You may then claim from the third party for the amount of your excess.
- You may not claim for any amount that we have already paid to you.
- Claiming from the third party could take a long time, especially if the other person is not insured or does not have any income or assets.

- If the amount of your excess is less than R12 000, then the Small Claims Court is the cheapest and most effective method of claiming your excess from the third party.

Third party liability process

After we have paid you for a claim for the loss or damage to your car, we will assess whether there is a possibility of a liability action against you. If you are covered for third party liability only, the process starts when you tell us about a possible liability claim. We will consider whether you are responsible for causing the loss or damage. This means that the other person, or that person's insurer, might hold you responsible for the damage to that person's property.

Your responsibilities

- You must never admit guilt, offer to pay someone else, or accept an offer from anyone else to pay for the damage, or to pay you for your excess.
- You must tell us immediately after you become aware of any action or possible action against you, for example if you receive a summons from the court.
- You must not refer any action against you to anyone other than to us. This means you may not contact an independent legal advisor. Only the insurer may deal with any action against you.
- If you don't keep to your responsibilities, it may mean that we cannot represent you in a third party claim. You will then be responsible to pay the amount of the loss or damage to the other person's property, plus any costs.

How we negotiate with the third party or the other insurer

- We will consider whether you are responsible for causing the loss or damage.
- If we do not consider you responsible, we will reject the claim and send a rejection letter to the third party or the other insurer.
- If you are responsible, we will negotiate with the third party or the other insurer. We will attempt to reach a settlement agreement for the amount of the loss or damage to the third party's property.
- If we cannot reach a settlement, or if we receive a summons from the court, we will go to court.

- The law allows three years from the date of the accident for the third party to claim from you.

The excess that you must pay

The excess is the uninsured portion of a claim that you must pay. There is no option to claim back the excess on a third party liability claim, because you are the responsible party.

How to contact us for third party claims

You can contact us in one of the following ways:

- Call us on our Helpline number 0860 995 125. Please follow the prompts and select the reason for your call.
- Email us on help@naked.insure

Third party claims information

You must get as much information as possible, regardless of whether you are responsible for the accident or not. Below is a list of typical information we need, but there could also be other information. Remember, any information that could support your version of the accident is important.

Third party information

- Driver of car: Name, surname, contact details, identity number.
- Owner of car: Name, surname, contact details, identity number.
- Car: Registration number, make, model, colour and details of any other insurance policy that covers the car.
- Animals: If an animal was involved in the accident, we need a photo of the animal including anything that identifies the animal as belonging to its owner (if possible).

Photos and description of the accident

- Photos of the accident scene and surrounds will be useful to reconstruct the accident.
- Video material, if anyone happens to take a video of the accident.
- Photos and measurements of skid marks.
- Detailed sketch of the accident scene.
- Written description of how the accident happened.

Accident information

- Date and time
- Visibility: For example, was it raining, dark or foggy?
- Road surface condition: For example, slippery.
- Potholes: GPS co-ordinates, landmark references, physical address.
- Witnesses: Name, surname, contact details, identity number.

When we will communicate with you

We will keep you updated of the progress on your claim at all important decision points.

Third party recovery

- When we have received a claim for a possible recovery.
- When we have assessed whether you, or the third party are responsible for the accident.
- When we have sent a letter of demand to the third party.
- After a settlement has been negotiated.
- When we decide not to continue with the claim, including the reason (if applicable).
- When we decide to legally pursue the third party. This will include the date, reasons and details of the attorney.

- At important decision points during the litigation process.
- At finalisation of the recovery claim against the third party.

Third party liability

- When we have received a claim for a liability action.
- When we have assessed whether you, or the third party are responsible for the accident.
- When we have received a letter of demand from the third party that is claiming from us.
- After a settlement has been negotiated.
- When we decide to legally defend a summons from the third party that is claiming from us. This will include the date, reasons and details of the attorney.
- At important decision points during the litigation process.
- At finalisation of the liability claim against you.