



REGENT

TRAVEL

GO ON.
YOU'RE COVERED.

Regent is an authorised financial services provider. FSP licence 25511.

REGENT INSURANCE COMPANY LIMITED

Standard Car Hire Excess Insurance Terms and Conditions

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IMPORTANT INFORMATION AT A GLANCE

WELCOME TO REGENT CAR EXCESS INSURANCE

Thank you for choosing to insure your car hire excess through us. This insurance is brought to you by Hepstar Financial Services and underwritten by Regent Insurance Company Ltd. In return for having accepted your premium we will cover you for the events specified on the Policy Schedule happening within the period of insurance, subject to your Policy Terms and Conditions. Together these documents are evidence of the contract of insurance.

Your Policy Schedule contains an overview of the risks you are covered for and the benefit payable by us. Your Policy Terms and Conditions contain the conditions and exclusions applicable to your cover and is the basis on which all claims are assessed. It is essential that you read both documents to ensure this insurance is suitable for your needs.

UNDERSTANDING YOUR POLICY TERMS AND CONDITIONS

- Some words and expressions in this document have specific meanings and are mentioned in “Definitions”.
- “General Conditions” and “General Exclusions” apply to all the sections of the Policy Terms and Conditions.
- Specific exclusions under each section with a heading “we will not pay”, apply to the relevant section only.
- Unless specifically mentioned, the benefits and exclusions within each section apply to each named driver.

CLAIMS:

Contact us on **+27 (0)11 991 8419** and quote your Policy Number stated on your Policy Schedule. We are available 24/7. We will provide you with a claim form that must be completed and submitted to us with the required documents. See the “How to claim” section for more information.

CONTACT DETAILS:

- Info: 086 144 4548 or info@hepstar.com
- Cancellations and amendments: 086 144 4548 or info@hepstar.com
- Complaints: 086 144 4548 or at complaints@hepstar.com

DEFINITIONS

The following words or terms shall have the meaning given hereunder:

Accident means a sudden, unexpected, specific external motor vehicle accident which occurs on a public road at an identifiable time and place during the period of insurance.

Bodily injury means an identifiable physical injury which is:

- caused by an accident, but also includes starvation, thirst or exposure to the elements resulting from a mishap to the Hired Car in which the insured person(s) is travelling; and
- is sustained during the period of insurance; and
- is solely and independently of any other cause, except illness directly resulting from medical or surgical treatment rendered necessary by such injury; and
- which occasions your Death or Disablement within 24 months from the date of the accident; and
- does not include any condition which results from any gradual operating clause.

Hired Car means the motor vehicle owned by a registered rental company or agency, which you have agreed to hire from them according to the terms of your rental agreement. The vehicle must:

- be no more than 10 years old;
- have no more than 9 seats;
- not be driven off a Public Road;
- not be a motor home, campervan, commercial vehicle, minibus, motorcycle or moped;
- have a retail purchase price of less than ZAR1,000,000.

Insured person means the nominated driver(s) of the Hired Car as well as any passengers of the Car.

Insurer means Regent Insurance Company Limited.

Pair or set means a number of items of personal possessions that belong together or can be used together.

Period of insurance means the period for which this policy is purchased and is the period starting from collection of the Hired Car and ending on return of the Hired Car or on the expiry date displayed on the Policy Schedule, whichever occurs first.

Permanent disablement means permanent and total disablement which lasts 12 months from the date of accident and which at the expiry of that period will in all probability continue for the remainder of the Insured Person's life. Disablement must be confirmed as permanent by a duly recognised and accredited medical practitioner other than the Insured person or anyone related to the Insured Person.

Personal money means cash, cheques, postal and money orders, current postage stamps, traveller's cheques, coupons or vouchers which have a monetary value, admission tickets and travel tickets.

Personal belongings means each of your suitcases, trunks and similar containers (including their contents) and articles worn or carried by you (including your valuables and passport).

Public road means any road, street or thoroughfare or any other place (whether a thoroughfare or not) which is commonly used by the public or any section thereof or to which the public or any section thereof has right of access, and includes:

- the verge of any such road, street or thoroughfare
- any bridge, ferry or drift traversed by any such road, street or thoroughfare; and
- any other work or object forming part of or connected with or belonging to such road, street or thoroughfare.

Rental period means the dates you have arranged to hire the Hired Car, as confirmed in your rental agreement.

RSA means the Republic of South Africa.

Valuables means jewellery, watches, items made of or containing precious metals or semi/precious stones, furs, binoculars, telescopes, spectacles, sunglasses, computer games, any kind of photographic, audio, video, computer, television, fax and phone equipment (including mobile phones), MP3 players, PDAs, electronic games, TVs and CDs, mini discs, DVDs, cartridges, video and audio tapes.

We, our, us means Regent Insurance Company Limited.

You, your, person insured means each person shown on the Policy Schedule who is authorised to drive the Hired Car and for whom the appropriate insurance premium has been paid.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF COVER

The following conditions apply to all the sections of the policy:

1) Driver or passenger

This Policy is only available to RSA residents travelling in RSA or abroad, or to non-RSA residents travelling within RSA.

2) Rental Period

- a) This policy only covers rental periods of less than 62 days.
- b) The rental period must fall within the departure and return dates of your policy schedule.

3) An Excess payable

In order to claim under this policy there must have been an excess payable due to the defined events recognised in under the applicable Section in this policy.

4) Age limits

- a) Aged 21 to 80.
- b) If you are 20 when buying the product, but 21 at the start of the period of insurance, then you will be covered.
- c) If you are 80 when buying the product, but turn 81 at any time during the period of insurance, then you will not be covered.

5) Cancellation

- a) This policy may be cancelled in writing at any time prior to the period of insurance, and your premium will be refunded, provided no claim has been submitted; or
- b) This policy may be cancelled in writing at any time and your premium refunded, on condition that you provide adequate proof that you cancelled your hire of the Hired Car prior to the period of insurance and no claim has been submitted.
- c) This policy may be cancelled by us giving 15 days written notice, in which case we will refund the pro-rata portion of the premium for the unexpired period of insurance.

6) Currency

If expenses are incurred in a foreign currency, then the rate of exchange used to calculate the amount payable will be the rate at the due date of settlement. In all cases the monetary limits shown in the policy are in South African Rand.

7) Early return

If you change the policy before the expiry date of the period of insurance due to an early return we will pay you a pro-rate refund provided no claims have been submitted.

8) Endorsements

This Policy may be extended, or changed provided there is no claim pending.

9) Fraud, Dishonesty and Misrepresentation

If you or anyone acting on your behalf submits a claim, or any information or documentation relating to any claim that is in any way fraudulent dishonest, exaggerated or withheld, we will reject your claim and your policy will be cancelled.

10) Jurisdiction

The laws of the RSA govern this policy and any dispute or action in connection therewith will be conducted and determined in RSA.

11) Liability

We shall not be liable for the negligence, wrongful acts and/or omissions of any legal and/or health care professional or any other person/s or legal entity that has provided direct or indirect service to you.

12) Marketing material

Should any discrepancies arise between the policy and any marketing material or information received by the insured person the terms, conditions, endorsements and exclusions in the policy will take precedence in all cases.

13) Maximum amount payable

- a) You will not be entitled to receive more than the limit of liability as shown in the schedule of benefits.
- b) If you have two or more policies underwritten by Regent Insurance Company, the maximum amount payable will not exceed the limit of liability of whichever policy has the highest limit of liability.

14) Other Insurances

If there are other insurances covering any of the sections of this policy, we will only pay our rateable proportion of any loss or damage.

15) Protection

You must take reasonable care to protect the Hired Car and your property against accident, injury, loss and damage to minimise any potential claim.

16) Premium Payments

You are liable for the premium. The premium is payable in advance, and we reserve the right to ask for proof of payment at any time.

17) Rejection of Claim and Time Bar

- a) You have to provide proof of any loss that you claim for.
- b) If your claim has been rejected or the amount disputed, you have 90 days after receiving our rejection letter to make representations to us regarding our decision.
- c) You have a further 6 months to institute legal action against us after the expiry of the 90 days referred to above.
- d) If you do not serve summons on us within this period, you will forfeit the right to challenge our rejection.

18) Subrogation

We reserve the right to commence or take over legal proceedings in your name to defend or settle any claim or to sue any party to recover monies payable by them.

19) Termination

This policy will terminate on the earliest of the following dates:

- a) the date the policy is cancelled; or
- b) the date you return the Hired Car; or
- c) the expiry date (return date) appearing on the policy schedule; or
- d) the date you reach the maximum age limit for the cover selected.

20) Travelling against travel warning

This cover applies to incidents anywhere in the world, except for any country that has issued a travel warning advising against all but essential travel

GENERAL EXCLUSIONS APPLYING TO ALL SECTIONS

WHAT IS NOT COVERED

This policy does not cover any claim arising directly or indirectly from:

- a) any criminal or intentional illegal or malicious act committed by you;
- b) your wilful or deliberate exposure to danger, except in an attempt to save human life;
- c) being under the influence of alcohol or drugs unless the drugs have been prescribed by a medical practitioner;
- d) telephone or transport costs in connection with any claim;

- e) Any loss or damage occasioned by or through or in consequence directly or indirectly of War, invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not), civil war, civil commotion, mutiny, military or popular rising, insurrection, rebellion, revolution, military or usurped power;
- f) nuclear substances - nuclear material, nuclear fission or fusion, nuclear radiation, nuclear waste from the use of nuclear fuels or nuclear explosives or any nuclear weapon;
- g) the dispersal or application of pathogenic or poisonous biological or chemical materials;
- h) suicide or attempted suicide, intentional self-inflicted Injury, mental disturbance or disorders, insanity, psychiatric, psychological, emotional or nervous conditions;
- i) any currency exchange rate changes;
- j) any loss caused as a direct or indirect result of anything you are claiming for, for example loss of earnings, unless it says differently in the policy.

If the insurer alleges that, by reason of this exception, loss, damage or liability is not covered by this policy, the burden of proving the contrary shall rest upon you.

SECTION 1 – ACCIDENTAL DAMAGE EXCESS REIMBURSEMENT BENEFIT

1.1 WE WILL PAY FOR

We will pay the excess applicable to your car hire insurance up to the limit shown in the schedule of benefits. This excess can be for any of the following incidents:

- a) Accidental damage to the Hired Car
- b) Theft or Hijack of the Hired Car
- c) Damage due to attempted theft or hijack
- d) Windscreen damage
- e) Tyre damage
- f) Theft of accessories of Hired Car (e.g. radio)

1.2 WE WILL NOT PAY FOR

Any claim where you have not followed the terms of your rental agreement.

SECTION 2 – PERSONAL BELONGINGS AND BAGGAGE BENEFIT

2.1 WE WILL PAY FOR

- a) Up to the limit shown in the schedule of benefits for your personal belongings damaged following attempted theft or stolen from the locked boot or covered luggage area or glove box of the Hired Car, during your period of insurance.
- b) There is also a single article, pair or set limit of ZAR1,000.

You are advised to insure any valuable items exceeding this single item limit on a separate All Risks policy.

Note

It will be our decision to pay either:

- a. the cost of repairing your items;
- b. to replace your belongings with equivalent items; or
- c. the cost of replacing your items.

2.2 WE WILL NOT PAY FOR

- a) More than the part of the pair or set that is stolen, or damaged.
- b) More than ZAR500 for tobacco, alcohol, fragrances and perfumes.
- c) A claim for more than one mobile phone per period of insurance.
- d) Items for which you are unable to provide a receipt or other proof of purchase.
- e) Films, tapes, cassettes, computer games, electronic games, mini-discs, DVDs, video and audio tapes, cartridges or discs.
- f) Goods which deteriorate, bottles or cartons, and any damage caused by these items or their contents.
- g) Bonds, share certificates, guarantees or documents of any kind.
- h) In the case of theft personal belongings unless they are out of sight in the locked boot or covered luggage area or glove box of the Hired Car.
- i) Personal money.

SECTION 3 – RENTAL CAR KEY BENEFIT

3.1 WE WILL PAY FOR

We will pay up to ZAR6, 000 in total (but for no more than 2 (two) incidents per period of insurance) to replace rental car keys if these are lost, stolen, or damaged during the period of insurance. This will also include where necessary the costs to replace locks or for a locksmith to break into the Hired Car.

SECTION 4 – ROAD RELATED PERSONAL ACCIDENT COVER

4.1 WHAT YOU ARE COVERED FOR

If during the period of insurance you or any insured person sustains bodily injury as a direct result of an accident occurring on a public road with the Hired Car, which solely and independently of all other causes results, within 24 calendar months of the accident, in Death or Permanent Disablement, we agree to pay the specified compensation to the Insured Person or their deceased estate.

4.1.1 WE WILL PAY FOR:

The death and permanent total disablement benefits the insured person(s) are covered for as a result of an **accident** are set out below:

INSURED EVENT	SUM INSURED, Expressed as a percentage of Limit of Liability
a. Death	100%
b. Permanent Total Disablement	100%
c. Permanent and incurable paralysis of all limbs	100%
d. Total and irrecoverable loss of entire sight of both eyes	100%
e. Permanent total loss of both hands or both feet by physical severance or total and permanent loss or use	100%
f. Total and irrecoverable loss of entire sight of one eye	50%
g. Permanent total loss of one hand or one foot by physical severance or total and permanent loss of use	50%
h. Loss of speech	50%

i. Permanent total loss of hearing in:	
a. Both ears	50%
b. One ear	50%

4.1.2 SPECIFIC CONDITIONS

- a) The diagnosis and determination of permanent total disablement or any permanent disability must be made and documented by a medical practitioner appointed by us, and must be continuous and permanent for at least 24 consecutive months from the onset of the disablement, however:
 - i. For permanent and total loss of speech, the loss of ability to speak must be continuous for at least 12 consecutive months and all psychiatric related causes are excluded.
 - ii. For permanent and incurable paralysis, the loss of use must be continuous and permanent for at least 12 consecutive months.
- b) Permanent total loss of use of a limb will be treated as a loss of a limb.
- c) In the event of compensation becoming payable under more than one benefit, the total amount payable will not exceed 100% of the limit of liability for each insured, not exceeding the accumulation limit.
- d) In the event of death of a dependent child, the benefit payable will be subject to the amount permitted by law at the time of death.
- e) Dependent children are excluded from any benefit for occupational disability under permanent total disablement.
- f) Compensation will be payable to the policyholder or their deceased estate, as the case may be. No one other than you will have rights to payment in terms of the policy against us.
- g) Notice of death must be given immediately and the insurer will have the right to have a post mortem examination of the body.
- h) A detailed incident and/or police report must be submitted to us.
- i) If any existing condition is aggravated by an accident, the compensation will be determined by the degree of deterioration of the existing condition after the accident. The degree of the condition before the accident will be determined by medical evidence.
- j) Personal Accident benefits cease when you reach the age of 75 years.

4.1.3 WE WILL NOT PAY FOR

This insurance excludes accidents arising from, or attributable to:

- a) The insured person being under the influence of or in a state of "intoxication" of any controlling substance unless administered on the advice of a physician (other than the insured person or immediate family member) and taken in accordance with the physician's instructions. The term "intoxication" means having a blood alcohol level concentration (BAC) greater than the statutory limit;
- b) Being under the influence of drugs or narcotics unless such drugs or narcotics were administered by a member of the medical profession (other than the insured person and/or any immediate family member) or unless prescribed by and taken in accordance with the directions of a member of the medical profession (other than the insured person and/or any immediate family member), but not in respect of the treatment for the abuse of such drugs or narcotics;
- c) Any existing medical condition, physical defect or other infirmity of the insured person;
- d) Mental and/or nervous disorders, or any like condition arising from or attributable to stress or stress-related conditions;
- e) Participating in any riot or civil commotion or public disorder.

CONSENT TO DISCLOSURE OF INFORMATION

The sharing of claims and underwriting information (including credit information) by Insurers is essential to enable us to underwrite policies, assess risks fairly and reduce the incidence of fraudulent claims. In the public interest and with a view to limiting premiums, you consent to any insurance or claims information being disclosed to us, any other insurance company or its agent by you or any person representing you.

The South African Insurance Association (SAIA) has created a shared database for storing insurance information of policyholders. We will store your information in the shared database to verify any underwriting information against legally recognised sources or databases.

Fighting insurance fraud will benefit you, because fraud affects the short-term insurance industry. It affects the evaluation and determination of risks by insurers, and it affects you directly as it leads to higher premiums.

Your right to privacy

Your right to privacy is a fundamental element that must be taken into consideration however it is restricted to the certain limits. These limits include cases where the parties have a legal interest in that information. In terms of South African law, we may disclose and/or receive information if we intend using it to prevent fraud and to underwrite risk fairly.

Your authorisation to us

- a) You acknowledge that the sharing of information for underwriting and claims purposes is in the public interest, as it will enable insurers to underwrite policies and assess risks fairly and to reduce the incidence of fraudulent claims. This will contribute to keep premiums as low as possible.
- b) You consent to such information being stored in the shared database and used as set out above.
- c) You consent to such information being given to any insurer or its agent.
- d) You consent to any underwriting information being verified against and shared with legally recognised sources or databases.

HOW TO CLAIM

Claims must be submitted within 60 days of the event. To claim, please contact Europ Assistance SA on **+21 11 991 8419** or contact **HEPSTAR** on **086 999 0707** for a claim form which must be completed and submitted with all required supporting documents to assist@europassistance.co.za or fax number **+27 11 388 3544**

Below is more information on what we require when you submit a claim to us:

Documents required for all claims

- Your original Policy Schedule and rental agreement.
- Proof that:
 - you have paid an excess to the car rental company; or
 - a reserved security deposit has been deducted from your credit card by the car rental company for payment of an excess;due to an insured event recognised under the sections of this policy.
- Details of any other insurance you may have that may cover the same loss.
- As much evidence as possible to support your claim.
- A copy of driving licence of the person driving the Hired Car at the time of the accident.

Excess Reimbursement

We require:

- Detailed account of the circumstances surrounding the event, including photographs and video evidence (if this applies).
- Full details of any witnesses, providing written statements where available.
- Detailed account of the circumstances that led to the accident / damage to the Hired Car, including where appropriate a written police report.

Personal Belongings and Car Key

All claims related to theft or damage must be reported to the police and/or car hire company, or relative authority, within 24 hours of the event, and a written police or irregularity report obtained.

- Original receipts, vouchers or other suitable evidence of purchase / ownership / value for lost, stolen or damaged personal possessions as a result of road related accidents or theft.
- Keep any damaged items as we may need to inspect them. If we make a payment, or we replace an item, the item will then belong to us.

Road Related Personal Accident (Death/Disability)

We require:

- All medical reports.
- Death certificate indicating cause of death.
- Inquest and post mortem reports.
- A police report if death is due to a motor Accident or if death is the subject of a criminal or police investigation.

FAIS DISCLOSURE NOTICE

DISCLOSURES REQUIRED IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT 37 OF 2002 ("FAIS")

1. Regent Insurance Company Limited – FSP25511

146 Boeing Road East
Elma Park
Edenvale
1609

PO Box 674
Edenvale
1610

Telephone: 0860 734 368
Fax: (011) 574 2928
Website address: www.regent.co.za

Regent Insurance is a public company, a registered short-term insurer and an authorised financial services provider for personal and commercial lines business. Regent holds Professional Indemnity and Fidelity insurance underwritten by Etana Insurance Company.

As the product supplier, Regent has an agreement with the Intermediary (Broker) that sold this product to you. The Intermediary has the obligation to furnish you with the following information:

- 1.1 His full business and trade names, registration number, postal and physical addresses, telephone numbers and email address;
- 1.2 The fact that he has been given a mandate to act on behalf of Regent;
- 1.3 Whether the Intermediary (Broker) directly or indirectly holds more than 10% of Regent's shares;
- 1.4 Whether the Intermediary (Broker) received more than 30% of his income from Regent in the last 12 months;
- 1.5 Whether the Intermediary (Broker) holds guarantees, or professional indemnity or fidelity insurance.

2. Claims Procedures

In order to claim, contact +27 (0) 11 991 8419. Regent must be notified within 90 days of the claim event. If you are not satisfied with the outcome of your claim, you may write to the Complaints Department of Regent at any of the addresses above within 90 days of the claims decision. If you are still not satisfied, you have an additional 6 months after expiry of the 90 days to institute legal action against Regent. You also have recourse to the Ombudsman for Short-Term Insurance at PO Box 32334, Braamfontein, 2017.

3. Complaints Procedures

If you have a complaint about this policy, you can submit a complaint in writing to the Regent Complaints Department at any of the addresses above, or on Telephone: 0861 268 378, Fax: (011) 574 2957 and e-mail: complaints@regent.co.za

If the matter is not resolved to your satisfaction by Regent, you may submit your complaint in writing to the Ombudsman for Short-term Insurance at PO Box 32334, Braamfontein, 2017. He may also be contacted on Telephone: 0860 OMBUDS (0860 726 890) or (011) 726 8900 Fax: (011) 726 5501 and e-mail: info@osti.co.za.

3.2 FAIS Ombud

If you have a problem with the way the product was sold to you, the disclosures that were made to you or the advice that was given to you by the Intermediary (Broker), you must contact the Intermediary. If you are not satisfied with the reply, you may submit your complaint in writing to the FAIS Ombud at PO Box 74571, Lynwood Ridge, 0040. He may also be contacted on Telephone: 0860 OMBUDS (0860 662 837), Fax: (012) 348 3447 and e-mail: info@faisombud.co.za.

3.3 Compliance Officer

The compliance officer of Regent may be contacted at any of the contact addresses of Regent mentioned above. In addition the compliance officer can be contacted by e-mail at compliance.st@regent.co.za.

4. Important Matters

It is very important that you are quite sure that the policy meets your needs and that you feel that you have all the information you need to make a decision. Feel free to make notes regarding verbal information and ask for written confirmation or copies of documents. Disclose all material facts accurately, fully and properly. All information provided by you or on your behalf is your own responsibility. You need to be satisfied with the accuracy of any transaction submitted by anyone on your behalf. Do not sign any incomplete or blank documents. No person may insist that you do so. Nobody may ask or require you to waive a right that you have as a policyholder.

5. Hepstar Financial Services (Pty) Ltd – FSP 45097

2nd Floor, Cape Chamber house
19 Louis Gradner street
Cape Town
8001

Telephone: 086 1444 548
Website address: www.hepstar.com
Email: info@hepstar.com

Hepstar Financial Services (Pty) Ltd (“Hepstar”) is a private company (registration number 2013/139291/07) and licensed financial services provider. Hepstar is a non-mandated intermediary duly authorised by Regent Insurance Company Limited to distribute this product. Hepstar holds Professional Indemnity and Fidelity Insurance underwritten by Manwood Underwriting Managers (Pty) Ltd. Hepstar hold a guarantee from the Intermediaries Guarantee Facility.

Hepstar accepts responsibility for its actions and that of its representatives in respect of financial services rendered to clients. Although Hepstar has taken the necessary precautions to obtain the information required from client to ensure that this product is suitable for use, the client remains finally responsible for providing the correct information to Hepstar or its representatives and reviewing this and other product information and documentation provided to establish whether this product is in fact suitable for use and meets its expectations

Compliance Officer

Hepstar’s compliance services are provided by:

Moonstone Compliance (Pty) Ltd

Ansie Daneel, Compliance Officer
CISA Certificate: Compliance Management (UCT)
Practice number 188
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