



ZURICH[®]

Rental Car Excess Protector

POLICY TERMS AND CONDITIONS



Travel with us

Your policy at a glance

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Section A
Schedule of Benefits

BENEFIT DESCRIPTION	BENEFIT PLAN & BENEFIT LIMITS			
	PREMIER	STANDARD	BUDGET	BASIC TOP-UP
1. EXCESS REIMBURSEMENT				
Accidental damage to or theft of a rented motor vehicle (Includes accidental damage of windscreen or tires)	R 40,000	R 15,000	R 10,000	R7,000
Theft or accidental damage to external fixtures	R 5,000	-	-	-
Accidental damage due to misfueling	R 10,000	-	-	-
2. ROAD RELATED PERSONAL ACCIDENT				
Accidental Death	R 100,000	R 50,000	R 25,000	-
Permanent Disablement (according to scale)	According to table	According to table	-	-
3. BAGGAGE				
Theft of or accidental damage to baggage	R 15,000	R 8,000	R 5,000	-
*Single item limit	R 3,000	R 2,000	R 1,000	-
4. REPLACEMENT OF RENTAL MOTOR VEHICLE KEYS				
Theft, accidental loss or damage to keys	R 8,000	R 6,000	R 6,000	R4,000

Section B

About the policy

1 The policy is a contract between you and Zurich Insurance Company South Africa Limited

- 1.1 This policy is your insurance contract with us. We pay all valid claims if you comply with the terms and conditions of this policy. In this policy:
 - 1.1.1 The words “you”, “your” or “insured person” refer to the policyholder, anyone else named as an insured driver on the *rental agreement* and including for purposes of Section 3 (“Road Related Personal Accident”), the passengers of the *rented motor vehicle*.
 - 1.1.2 The words “we”, “us” and “our” refer to Zurich Insurance Company South Africa Limited, registration number 1965/006764/06;
- 1.2 “*Zurich Travel Assist*” registration number 131418865 refers to the company authorised to assist with claims under this policy.
- 1.3 “*Insurance intermediary*” refers to Hepstar Financial Services (Pty) Ltd, registration number 2013/139291/07, an authorised financial services provider duly authorised by us to distribute this product and provide insurance intermediary services incidental thereto.
- 1.4 You may not transfer your rights in this policy to anyone else. (This is known in law as cession.)
- 1.5 You may not transfer your obligations under this policy to anyone else. (This is known in law as assignment.)

2 The policy is made up of four documents

- 2.1 **Policy Schedule:** This contains information that is particular to you. It includes the benefit plan you chose when you applied for insurance, the type of insurance you bought, the *benefits* and *limits* you are insured for, the premiums you must pay, and the *excesses* that apply. There are age limits that apply to the various benefit plans. Please check your *Policy Schedule* to make sure you are insured for the benefit plan that best suits your needs.
- 2.2 **Policy Terms and Conditions:** These are set out in this document and include your and our rights and duties, the conditions of insurance, how to claim, and the events and items that we do and do not insure.
- 2.3 **Changes or amendments to your policy:** These are also called endorsements. Your *policy schedule* must display your correct detail and the details of the *rental period* for which this policy is purchased. Should you require any changes to your Policy Schedule, please forward such request in writing to your *insurance intermediary*.
- 2.4 **Your right to know: Information about your short-term insurance.** This document is attached to the end of your policy. It gives details about us and the people you can contact for claims and disputes.

3 The structure of this policy

The policy is divided in two parts:

- 3.1 The first part contains general sections, labelled A to G
- 3.2 The second part contains specific sections, numbered from 1 to 4. You might not have insurance under every section, and exclusions and limits apply to your insurance. Please check your *schedule of benefits* to see what you are insured for.

4 Age limits

- 4.1 This policy is only valid for persons between the ages of 21 to 80.
- 4.2 If you are 20 when buying the insurance, but 21 at the start of the period of insurance, you will be covered.
- 4.3 If you are 80 when buying the insurance, but turn 81 at any time during the period of insurance, you will not be covered.

Section C

Important contact information and telephone numbers

1 Claims

For claims, you can contact us at:

Zurich Travel

PO Box 61489

Marshalltown

2107

Tel: 0860 222 446

Email: ztravelclaims@zurich.co.za

Our claims department is open Monday to Friday between 08:00 and 16:30 (South African time).

2 For emergency assistance

Our emergency assistance services are available 24 hours a day, 7 days a week. It is important that you contact us as soon as possible when you need assistance. Zurich Travel Assist can be contacted at:

Tel: +1 416 642 2910 (reverse call charges accepted)

Email: zurichtravelclaims@wtp.ca

3 For general enquiries

For sales and *benefit* plan enquiries, please contact:

Hepstar Financial Services (Pty) Ltd

Tel: +27 (0)86 144 4548

Email: info@hepstar.com

4 Complaints

We do everything we can to make sure that you get a high standard of service. If you have any cause for complaint, please refer to the document attached to the back of your policy called: **Your right to know: Information about your short-term insurance**. It gives you details of who to contact and how to lodge your complaint.

Section D

Guidelines to interpretation and definitions

1 Guidelines to interpretation

1.1 Singular and plural

Words in the singular include the plural. Words in the plural include the singular.

1.2 Headings

Headings are aids to reading and understanding and are not terms in themselves.

1.3 Examples

Examples are aids to understanding the terms and conditions. They are not terms or conditions in themselves. The terms or conditions do not apply only to the situations and facts given in the examples or to similar situations and facts.

1.4 Including

The word “including” must be interpreted as not limiting the number or type of items that follows the word.

1.5 Legal responsibility

A legal responsibility is a duty imposed on someone to do something, whether imposed by the law or created by agreement.

1.6 Reference to laws

When there is reference to a law or to a section of a law, we mean that law or section of that law as amended, repealed or replaced.

2 Definitions

In your policy, the words in the left-hand column of the table below have the meanings given in the right-hand column. These definitions apply to the whole policy. There are also extra definitions for each specific section. Words that are defined in the policy are in *italics*, except for the words ‘you’ and ‘we’.

<i>Accident</i>	An event that involves your <i>rented motor vehicle</i> that is sudden and unexpected, that is caused by external and visible means at a time and place that can be identified, and that results in physical damage to your <i>rented motor vehicle</i> (“ <i>accidental damage</i> ”), <i>injury</i> or death.
<i>Baggage</i>	Luggage, <i>personal belongings</i> , travel tickets, passports, visas, travellers’ cheques and travel documents.
<i>Benefit</i>	The amount we pay for an event or item we insure.
<i>Benefit limit</i>	The most we pay out for the events and items we insure. This amount is shown on the <i>schedule of benefits</i> on your <i>Policy Schedule</i> .
<i>Business</i>	Your work, trade, profession, career or occupation.
<i>Child</i>	Any biological, adopted, step or surrogate <i>child</i> who meets all of the following criteria: <ul style="list-style-type: none"> • Is between the ages of 3 months and 18 years or between the ages of 3 months and 25 years if they are full-time students at an accredited educational institution; • Is financially dependent on you for maintenance and support; • Is not in full-time employment; • Is not married; • Is not pregnant or a parent at the time of an <i>insured event</i>.
<i>Date of loss</i>	The date that a claim or loss comes into existence. The <i>date of loss</i> depends on the nature of the <i>insured event</i> : <ul style="list-style-type: none"> • For <i>injury</i>, the date that the <i>accident</i> occurred; • For all other claims, the date that the <i>insured event</i> happened.
<i>Excess</i>	An amount which is actually paid by the <i>insured person</i> to the vehicle rental company due to the occurrence of an <i>insured event</i> .
<i>Injury</i>	Bodily injury caused by an <i>accident</i> directly and independently of all other causes.
<i>Commercial Vehicle</i>	Any vehicle rented for the purpose of: <ul style="list-style-type: none"> • Transporting fare-paying passengers (legally or illegally); • Moving or transporting goods or services.

<i>External fixtures</i>	Any external structure, item or mechanism owned by the vehicle rental company which has been permanently attached and secured to the exterior of the <i>rented motor vehicle</i> . This includes the contents and components specifically designed for attachment to a motor vehicle, and which is rented as part of the <i>rental agreement</i> .
<i>Family</i>	Your spouse, parents, parents-in-law, grandparents, step-parents, children, grandchildren, brothers, brothers-in-law, sisters, sisters-in-law, daughters-in-law, sons-in-law, fiancés, half-brothers, half-sisters, aunts, uncles, nieces and nephews.
<i>Insured event</i>	An event that we insure you for under this policy as set out in the relevant sections of the <i>policy terms and conditions</i> .
<i>Insured person</i>	The named driver(s) appearing on the <i>rental agreement</i> governing the rental of the <i>rented motor vehicle</i> , as well as any passengers in the <i>rented motor vehicle</i> .
<i>Medical practitioner</i>	A person registered with a current, legal license to practice medicine, optometry or dentistry, but excludes you and any members of your immediate <i>family</i> .
<i>Period of insurance</i>	The time from the start date of the policy shown on the <i>policy schedule</i> to the end date according to these <i>policy terms and conditions</i> . Both the start date and the end date are included in the <i>period of insurance</i> .
<i>Permanent total disablement</i>	A permanent medical condition that is likely to continue for the remainder of your life, as certified by a <i>medical practitioner</i> , and that prevents you from conducting any <i>business</i> .
<i>Personal belongings</i>	Items that are normally worn or carried on you, for example, glasses, dentures, purses, wallets, jewellery and cosmetics
<i>Public road</i>	Any road, street or thoroughfare which is commonly used by and accessible to the public.
<i>Schedule of benefits</i>	A part of your <i>policy schedule</i> that sets out the most we pay out for claims.
<i>Policy schedule</i>	A document that is part of this policy that sets out your details, details of the <i>period of insurance</i> , the premiums, and the <i>schedule of benefits</i> .
<i>Rental agreement</i>	A written agreement between you and a registered vehicle rental company, governing the terms of use of the <i>rented motor vehicle</i> rented from the vehicle rental company.
<i>Rented motor vehicle</i>	A motor vehicle other than a <i>commercial vehicle</i> , which forms the subject of a <i>rental agreement</i> and includes all accessories of the motor vehicle and any <i>external fixtures</i> ,
<i>War</i>	A conflict carried on by force as between nations or military forces or between parties within a nation whether declared or not.
<i>Warrant</i>	Guarantee facts or conditions that we can rely on as true.

Section E

General Terms and Conditions

These general terms and conditions apply to the whole policy. There are also extra terms and conditions for each specific section. You must comply with both the general and the specific terms and conditions of your policy.

1 Information you must give us

1.1 You must give relevant, true and complete information

You must give us relevant, complete and true information about yourself and other *insured persons* when you buy this policy and when you claim.

1.2 Relevant information is any information that

1.2.1 a reasonable person would consider is important to give to an insurance company;

1.2.2 might impact on your policy or any claims.

1.3 The information can be given to us by phone, email, letter or online. We have the right to treat all information contained in your *policy schedule* as being true and complete. If you authorise anyone else to contact us, you must make sure that we get information that is relevant, complete and true.

1.4 Tell us about any changes to the information you give us

You must tell us immediately that there are changes to any information we have on record for you and other *insured persons*.

1.5 Our rights if you do not comply

If you do not give us relevant, complete and true information, or if you do not immediately let us know of any changes, we have the right to do any one or more of the following:

1.5.1 Change certain terms and conditions of your policy;

1.5.2 Cancel your policy or any section of your policy from any date we choose. We have the right to keep your premiums for the insurance you have had until the day of cancellation;

1.5.3 Treat your policy as if it had never started. In this case, we will refund your premiums;

1.5.4 Not pay your claim;

1.5.5 Recover any amounts we have paid for previous claims on this policy if those claims were based on incomplete or false information that you gave us.

2 You give us your consent to share your information

2.1 When you buy your Rental Car Excess Protector insurance from us, you give us your consent to share information about you. We only do so in line with the Zurich privacy policy which is available on our website. We can also email, fax or post it to you on request. We use your information for the following purposes only:

2.1.1 To manage your policy;

2.1.2 To improve our services to you and other customers (through research and analysis of your information);

2.1.3 To protect our interests;

2.1.4 To prevent and detect fraud, money laundering and other crime;

2.1.5 To meet our obligations to any regulatory authority.

2.2 By applying for insurance with us and at any time during and after the *period of insurance*, you agree that we have the right to share personal information about you with any legitimate sources. You *warrant* that you have received permission from every *insured person* that we may share their personal information.

2.3 We undertake to only share your personal information with legitimate sources for the purposes of this insurance contract.

Examples of legitimate sources are other insurers, financial institutions, medical institutions and crime bureaus.

2.4 We have the right to share your personal information at any time if there is a legal requirement to do so.

3 When insurance starts and ends

3.1 Start date

The *period of insurance* starts on the start date of the policy shown on the *policy schedule* when the *rented motor vehicle* is collected at the relevant rental company or agency, or on the effective date specified on the *policy schedule*, whichever occurs last, and shall not exceed a period of **90 days**.

3.2 End Date

The *period of insurance* ends on the earliest of the following dates:

- 3.2.1 The expiry date stated on the *policy schedule*;
- 3.2.2 Date you return the *rented motor vehicle*;
- 3.2.3 The date your policy is cancelled by you or us.

3.3 Extending your policy

You can ask us to extend this policy by applying for an extension. You must apply for an extension at least 24 hours before the end date of the policy. We can change any terms and conditions, including premiums, *benefit limits* and exclusion of this policy at the time of the extension.

3.4 Cancelling your policy

3.4.1 You can cancel this policy only if both of the following conditions are met:

- a. You cancel before to the start date shown on the *policy schedule*; and
- b. You have not brought a claim under the policy.

3.4.2 We may cancel this policy by written notice at any time before the start date shown on the *policy schedule*. We will refund you with the premium you paid for the policy.

4 Paying premiums

4.1 The premium for the policy is shown on your *policy schedule*.

4.2 You must pay the premium before the start date shown on the *policy schedule*. You are not insured until we receive your premium.

4.3 We may ask for proof of payment of your premium.

5 Paying claims

5.1 We pay only for valid claims. We do not pay you more than the *benefit limits*.

5.2 We pay the benefit to you. After we have paid the benefit for a valid claim, we have no further legal responsibility to you or to anyone else.

5.3 We only pay the total limit of all claims for any one accident or series of accidents caused by one event for each policy regardless of how many insured persons are involved.

5.4 If we issue two or more policies for the same period of insurance that apply to the same claim, then the most we pay is the highest benefit limit shown in one of the policies. We only pay under one policy.

5.5 For permanent total disability of a child, the most we pay is 20% of the *benefit limit*.

5.6 For death of a *child*, the most we pay is the lower amount of either:

- 5.6.1 20% of the *benefit limit*; or
- 5.6.2 The amount allowed by law at the *date of loss*.

5.7 You are responsible for any taxes on benefit payments.

5.8 We do not pay any interest on *benefit limits*.

6 If you have other insurance

This clause does not apply to Personal accident (Section 2) ("Road Related Personal Accident Benefit").

6.1 The policy operates on a "first response basis". This means that we pay your claim and recover any losses from any other insurance policies you may have. This condition does not apply to accidental death or permanent disablement claims. For these and other claims, you must claim against the third party first. For example if a third party is responsible for all or some of your claim, you must claim against the third party first. We pay our proportion of the claim where we share legal responsibility with the third party. The amount we pay is the *benefit limit* less the amount the third party is responsible for.

6.2 When you claim on this policy, you must tell us about any other policies you may have that insure you for the *insured event*. You must transfer to us all your rights to claim from those insurers. This transfer is known in law as a subrogation. The subrogation must allow us to do all things necessary to claim against the other insurers, including bringing legal action against them if they do not pay their proportion of the claim.

6.3 If we have already paid the claim in full to you, your rights to claim from other insurers are automatically transferred to us. This means we can claim against those insurers in your name.

6.4 You must co-operate fully with us when we exercise our rights to claim against other insurers. This includes:

- 6.4.1 Not doing anything that negatively affects or limits our rights;
- 6.4.2 Giving us whatever information and documents we ask you for;
- 6.4.3 Signing any document that we may give you for us to exercise our rights;
- 6.4.4 Giving us permission to contact any of the other insurers about the claim and to contact any third parties that

you may have a claim against;

6.5 We reserve the right to confirm your other short term insurance.

7 Conducting legal and settlement proceedings in your name

We have the right to start or take over and conduct any legal proceedings and settlements in your name. (This is known in law as subrogation). We have the right to do so before or after we have paid a claim. You must do everything that we reasonable ask for to give effect to this right.

8 Payments made in South African Rand

All *benefits* are paid at the exchange rate applicable on the date that you incurred the expenses.

9 The contract is agreed in South Africa

- 9.1 This policy is only available to RSA residents travelling in RSA or abroad, or to non-RSA residents travelling within RSA, Angola, Botswana, Congo (DR), Lesotho, Malawi, Mauritius, Mozambique, Namibia, Seychelles, Swaziland, Tanzania, Zambia and Zimbabwe.
- 9.2 The laws of South Africa govern this policy.
- 9.3 South African courts have the exclusive authority to hear matters arising from this policy. (This authority is known in law as jurisdiction.)

Section F

General Exclusions: Events and items we do not insure

These are general events and items we do not insure you for. They apply to the whole policy. Please also check the specific sections for specific exclusions under those sections.

1 Fraud and dishonesty

We do not pay for claims that are based on fraud or dishonesty. This includes any claims for events that you, or any person colluding with you, bring about deliberately so that you can make a claim. (Colluding means to act together with another person or people to achieve a dishonest or fraudulent outcome.)

2 Breaking the law

We do not pay for claims arising from you deliberately breaking the law in the country you are travelling in.

3 Consequential loss

We do not pay for consequential loss. Consequential loss is loss or damage that is not directly caused by an *insured event*.

4 Intentionally causing harm to yourself or the rented motor vehicle

We do not pay for claims arising from any of the following:

- 4.1 You committing or attempting to commit suicide;
- 4.2 You intentionally inflicting *injury* or harm on yourself.
- 4.3 You intentionally exposing yourself or the *rented motor vehicle* to danger (except in an attempt to save human life).

5 Under the influence of alcohol or drugs

We do not pay for claims arising from any of the following:

- 5.1 If you are under the influence of alcohol with more than the legal limit of alcohol in your blood or breath at the time of the *insured event*. The legal limit that applies is the legal limit of the country in which the *insured event* took place;
- 5.2 If you are under the influence of drugs or narcotics unless these were administered or prescribed by a *medical practitioner* and taken according to the directions of the *medical practitioner*;
- 5.3 Abuse of anything that may influence your judgment or control including alcohol abuse, substance abuse, solvent abuse, or drug abuse.

6 Two-wheeled motor vehicles and commercial vehicles

We do not pay for claims arising from you using a two-wheeled motor vehicle or *commercial vehicle*.

7 Military, war and similar events

We do not pay for claims caused by or resulting from *war*, invasion, act of foreign enemy, hostilities, rebellion, revolution, insurrection or military or usurped power. However, you are insured for 7 days from the start of the hostilities if you did not expect or could not reasonably have known of these events abroad and do not actively take part in them.

8 Zurich Sanctions clause

Notwithstanding any other terms under this agreement, no insurer shall be deemed to provide coverage or will make any payments or provide any service or *benefit* to any insured or other party to the extent that such cover, payment, service, *benefit* and/or *business* or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

Section G

How to claim

Before you claim, check these terms and conditions, the specific exclusions under each section, your *policy schedule*, including the *schedule of benefits*, and any written changes to your policy to find out if you are insured. If you have a valid claim and you follow the proper process for claiming below, we will pay your claim. **The most we pay for any insured event is the benefit limit shown on the schedule of benefits.**

1 Tell us about your claim

- 1.1 You must give us notice in writing:
 - 1.1.1 Within 90 days of an *accident* that might give rise to a claim under Section 2: Personal accident of this policy.
 - 1.1.2 Within 30 days of any other *insured event*.
- 1.2 We only pay a *benefit* for death if we receive a death certificate within 90 days of the *accident*. We have the right to have a coroner or relevant *medical practitioner* examine the body. (This is known as a post-mortem examination or an autopsy.)

2 Fill in a claim form and give us proof

Refer to the claim form sent to you via email or if lost, you can call your *insurance intermediary* or Zurich Travel on **0860 222 446** to get a **claim form** faxed, posted or emailed to you.

You must, at your own cost, give us all proof that we ask for about the *insured event*. Please see the table below for the documents we need.

3 Undergo medical examinations

If we ask you to, you must go for medical examinations relating to your *injury*. We pay for the medical examinations we ask you to attend. We own any medical report that results from the examination. It will be treated as our confidential information but you may ask for a copy at any time.

After an *accident*, you must visit a *medical practitioner* and undergo any treatment the *medical practitioner* considers necessary. You must undergo the *medical treatment* within a reasonable time. We have the right to refuse to pay for a benefit under Section 2: Personal accident if you do not undergo the suggested treatment within a reasonable time and such failure directly or indirectly causes a claim under this section to arise.

4 Report crimes to the police

You must report all criminal events to the police in the country where the *insured event* occurred. You must give us a copy of the police report when we ask for it.

5 Do not admit legal responsibility to third parties

- 5.1 After an *insured event*:
 - 5.1.1 Do not tell any third party that you were at fault;
 - 5.1.2 Do not offer to settle or pay a third party's claim against you without our written consent;
 - 5.1.3 Do not make any promises of payment or indemnity to anyone else relating to the *insured event*.
- 5.2 If you do any of these, we have the right to reject your claim and any third party's claim. This is because, by doing any of these, you might open yourself up to claims against you. This could include claims or charges being brought against you by a third party or the police. By admitting legal responsibility, you could negatively affect our negotiations with third parties. You might not be responsible, even when you think you are, or you might have less legal responsibility than you believe.

6 Table showing proof we need for claims

A. Benefit section	B. Proof we need
For all claims	<ol style="list-style-type: none"> 1. A completed claim form that you have signed; 2. A copy of your <i>policy schedule</i>; 3. A copy of your rental agreement; 4. A copy of the driver's license of the person driving the <i>rented motor vehicle</i> at the time of the <i>accident</i>; 5. A copy of a cancelled cheque or a letter from your bank confirming your bank details;

A. Benefit section	B. Proof we need
	6. Details of any other insurance you may have that may cover the same loss; 8. Written confirmation of the circumstances surrounding the event, including photographs and video evidence (if applicable); 9. Full details of any witnesses, providing written statements where available.
Excess reimbursement	1. Proof that you have paid an <i>excess</i> to the vehicle rental company. 2. <i>Copy of</i> the police report indicating the date and time of damage to or theft of the <i>rented motor vehicle</i> ;
Personal accident	1. Medical reports; 2. Death certificate showing the cause of death; 3. Inquest and postmortem reports when they become available; 4. Police report, police station and reference number if death is being criminally investigated. 5. Blood alcohol results if the <i>insured person</i> was the driver of the rented motor vehicle at the time of the <i>accident</i> .
Baggage	1. Copy of the police report; 2. A detailed description of missing <i>baggage</i> ; 3. For jewellery claims, original or certified copies of evaluation certificates issued before the start date (or some other form of proof we agree to); 4. Receipts for new items and quotes for replacement items; 5. Proof of ownership of electronic items including laptops, notebooks, iPads, cameras, cell phones or similar equipment. 6. Proof from your cell phone service provider that your cell phone has been blacklisted. *** We may request to inspect damaged items. If a claim is paid or an item is replaced, the item becomes our property.

7 If we do not accept your claim

- 7.1 If we reject your claim, we will inform you in writing. You have the right to object to our decision. Your objection must be in writing and we must receive it within 90 days of the date of the rejection letter.
- 7.2 You may write to our Compliance Officer or the Short Term Insurance Ombudsman if you are not satisfied with the outcome of your claim.
- 7.3 If the matter is not resolved and you choose to start legal proceedings against us, you must do so within six months from the end of the 90-day period for the objection.
- 7.4 All time limits will be on hold while a rejected claim is being considered by your legal representative or by the Ombud.

8 Specific benefits of the policy

Please note that the sections listed below only apply if they are listed in your *schedule of benefits* for the relevant *benefit* plan you bought.

Section 1

Excess reimbursement

1 How we pay

If you have a valid claim, we pay only up to the *benefit limit*. This applies to all the events and items we insure listed in the paragraphs that follow.

2 What we insure

We will refund you the excess you have to pay as a result of *accidental damage* to or theft of a *rented motor vehicle*.

3 Specific conditions for Section 1

3.1 The rented motor vehicle must be rented from a registered vehicle rental company.

3.2 You must report any accidents or theft to the police as soon as possible. You must get a written report from the police.

3.3 You must give us proof that you paid the relevant excess to the vehicle rental company.

4 Specific exclusions for Section 1

We do not pay in the following circumstances:

4.1 Breach of the rental agreement.

4.2 Damage to the car if it is used for off road purposes.

4.3 Damage to *commercial vehicles* or motorcycles.

Section 2

Road Related Personal Accident (Death and Permanent Disablement)

1 What we insure

- 1.1 If you suffer an injury as a direct result of an accident with your rented motor vehicle that results in death or permanent disablement, we pay you a percentage of the *benefit limit* as set out in the table at the end of this section.
- 1.2 If you disappear and after 12 months it is reasonable to believe that you may have died from an injury as a direct result of an accident with your rented motor vehicle, we pay the death benefit to your deceased estate. Your beneficiary or the executor of your deceased estate must give us a signed undertaking that the benefit will be repaid to us if you did not die or if you did not die from an insured event.

2 Specific conditions for Section 2

- 2.1 If we accept a claim for permanent disablement and we pay the *benefit limit*, your insurance under this Section 2: Road related personal accident comes to end.
- 2.2 We only pay for permanent total disablement if we receive proof from your medical practitioner that the disablement will most likely continue for the rest of your life.
- 2.3 We do not pay more than 100% of the *benefit limit* when more than one injury arises from the same accident.
- 2.4 If you have an existing medical condition, weakness or other physical or mental disability and it is made worse by an accident, we will calculate the benefit by the degree the condition is made worse. We base our calculations on medical evidence.
- 2.5 If you have a medical condition that existed before this policy started and that medical condition is made worse by an accident, we calculate the benefit by the degree the medical condition is made worse. We base our calculations on medical evidence.
- 2.6 If the consequences of an accident are worse because of a medical condition that existed before this policy started, we calculate the benefit by considering the consequences the accident would have had if the medical condition did not exist. This does not apply if the medical condition came about because of an earlier accident you had for which a benefit has been or will be paid under this policy.
- 2.7 If you die of natural causes before your disability is confirmed by a medical practitioner, we pay what we would have had to pay for the permanent disablement. We do not pay the benefit that applies to death.
- 2.8 If a child under the age of 18 years dies, we pay the lower amount of either:
 - 2.8.1 20% of the *benefit limit*; or
 - 2.8.2 The amount that is stated by law at the date of loss.
- 2.9 For permanent disablement of a child, the most we pay is 20% of the *benefit limit*. However, we do not pay any benefit for permanent total disablement of a child.

3 Specific exclusions for Section 2

We do not pay any benefit under this Section 2: Personal accident for any *insured event*: caused by any type of illness or bacterial infection. We do pay, however, if you get the illness or bacterial infection from blood poisoning or medical treatment resulting from an accidental cut or wound.

4 Table of benefits for death and permanent disablement

Insured event	Percentage of benefit limit that we pay
Category 1 – Death	
As a result of an <i>accident</i>	100%
As a direct result of exposure to the elements of nature as a direct result of an <i>accident</i>	100%
Disappearance where presumed dead	100%
Category 2 – Permanent total disablement	
<i>Permanent total disablement</i> as a result of an <i>accident</i> or exposure to the elements as a direct result of an <i>accident</i>	100%
Total, permanent and irrecoverable loss of hearing in both ears	80%
Total, permanent and irrecoverable loss of hearing in one ear	25%

Total, permanent and irrecoverable loss of sight in both eyes	100%
Total, permanent and irrecoverable loss of sight in one eye	75%
Total, permanent loss of both hands or feet	100%
Total, permanent loss of one hand or one foot	50%
Total, permanent loss of speech	100%
Total, permanent loss of four fingers and thumb of either hand	50%
Total permanent disabilities not otherwise provided for under the <i>insured events</i> listed above	15%

Section 3

Baggage

1 How we pay

If you have a valid claim, we pay only up to the *benefit limit*. This applies to all the events and items we insure listed in the paragraphs that follow.

2 What we insure

We will pay you for the theft of or damage to the items listed below that you have with you in your *rented motor vehicle* during the *period of insurance*. These items are:

1. *Baggage*;
2. Contact lenses, prescription glasses or sunglasses;
3. Computers and similar electronic equipment;
4. Cell phones.

3 Specific conditions for Section 3

- 3.1 You must take care of and keep safe the items listed in clause 2 of this section. The items must be locked in the boot, covered baggage area or glove box of the *rented motor vehicle*. You must not leave the items unattended in an unlocked *rented motor vehicle*.
- 3.2 You must take all reasonable steps to attempt to recover items listed in clause 2 if they are damaged or stolen.
- 3.3 You must report any damage or theft of your baggage to the local police or appropriate authority as soon as possible after you discover the loss or damage. You must get a written acknowledgement of the report.
- 3.4 We pay up to the *benefit limit* for each single item stolen or damaged during the *period of insurance*. We treat the following items as a single item for each category:
 - 3.4.1 A camera and its lenses and accessories;
 - 3.4.2 A video camera and its lenses and accessories;
 - 3.4.3 Sports equipment sets;
 - 3.4.4 A cell phone and its fittings and accessories;
 - 3.4.5 A laptop, palmtop, notebook or similar electronic equipment, and its fittings and accessories (including discs, storage mechanisms and carry cases).
- 3.5 If you claim for damage or theft of one or more items the most we pay is the *benefit limit* for *baggage* shown on the *schedule of benefits*. This applies even if the sum of all your claims is more than that amount.
- 3.6 The most we pay for the repair or replacement cost of cell phones and their fittings and accessories is the *benefit limit* for each *insured person*.
- 3.7 The most we pay for the repair or replacement cost of laptops, palmtops, notebooks, iPads, cameras, cell phones or similar electronic equipment and their fittings and accessories (including discs, storage mechanisms and carry cases) is the *benefit limit* for each *insured person*.
- 3.8 Proof of ownership of laptops, palmtops, notebooks, iPads, cell phones or similar electronic equipment and cameras is required in the event of a claim.
- 3.9 You must provide us proof from your cell phone service provider that your cell phone has been blacklisted
- 3.10 For jewellery claims, we must receive the original or certified copies of valuation certificates (or some other form of proof that we agree to) that were issued before the start date of the period of insurance. This condition applies to all jewellery including gifts and inherited items.
- 3.11 The most we pay for contact lenses, prescription glasses or sunglasses is the *benefit limit* for each pair.

4 Specific exclusions for Section 3

We do not pay for:

- 4.1 Any damage or theft that you cannot prove. We may ask you to show us your receipts and proof of ownership;
- 4.2 Any theft or damage not reported to the relevant police authority;
- 4.3 Theft carried out directly or indirectly by *family*;
- 4.4 Damage to or replacement of any electronic data or software;
- 4.5 Scratching or breakage of fragile or brittle items;
- 4.6 Damage of loss not arising from an *insured event*;
- 4.7 Loss or damage to money, bonds, share certificates, guarantees, stamps, negotiable instruments, deeds, securities or any kind of bullion or documents;
- 4.8 Contractual duties you might have in relation to a cell phone, computer or similar electronic equipment;
- 4.9 Consequential loss or damage of any kind due to theft or damage of your *baggage*;
- 4.10 Damage to or theft of any *baggage* intended for sale or trade;
- 4.11 Loss or damage of *baggage* that is not as a result of theft or attempted theft from your *rented motor vehicle*.

Section 4

Replacement of rental motor vehicle keys

1 How we pay

If you have a valid claim, we pay only up to the *benefit limit*. This applies to all the events and items we insure listed in the paragraphs that follow.

2 What we insure

2.1 We will refund you for any *excess* payment or cost you incur in order to replace the *rented motor vehicle* keys if they are lost, stolen, or accidentally damaged during the *period of insurance*.

2.2 We will also refund you for the costs you incur to replace the locks of the *rented motor vehicle* or for a locksmith to gain entry to the *rented motor vehicle*.

3 Specific exclusions for Section 4

We do not pay for more than 2 (two) incidents of loss, damage or theft of *rented motor vehicle* keys during the *period of insurance*.

Your right to know: Information about your short-term insurance

This document forms part of your insurance policy with us and it contains information that you have the right to know.

1. Your insurer

Name:	Zurich Insurance Company SA Ltd
Physical Address:	15 Marshall Street, Ferreirasdorp, Johannesburg, 2001
Postal Address:	P.O. Box 61489, Marshalltown, 2107
Telephone Number:	011 370 9111
Fax Number:	011 370 9910
Financial Services Provider License Number:	17703
Website:	www.zurich.co.za

2. Your insurance intermediary

Name:	Hepstar Financial Services (Pty) Ltd
Registration no:	2013/139291/07
Physical Address:	19 Louis Gradner Street, Foreshore Cape Town, 8001
Postal Address:	N/A
Telephone Number:	086 144 4548
E-mail address:	info@hepstar.com
Financial Services Provider License Number:	45097
Website:	www.hepstar.com

Intermediary disclosures:

- 2.1. The intermediary is duly authorised by the insurer to distribute this product.
- 2.2. The intermediary holds Professional Indemnity and Fidelity Insurance by Manwood Underwriting Managers (Pty)
- 2.3. The intermediary holds a guarantee from the Intermediaries Guarantee Facility.
- 2.4. The intermediary does not hold more than 10% of the insurer's shares directly or indirectly.
- 2.5. The intermediary did not receive more than 30% of its income from the insurer in the last 12 months.

3. Compliance officers:

Insurer's Compliance Officer:	Seef Botha
Physical Address:	15 Marshall Street, Ferreirasdorp, Johannesburg, 2001
Postal Address:	P.O. Box 61489, Marshalltown, 2107
Telephone Number:	011 370 9827
Fax Number:	011 370 9910

Intermediary's Compliance Officer:	Ansie Daneel (Practice number 188)
Postal Address:	Moonstone Compliance (Pty) Ltd P.O. Box 12662, Die Boord, Stellenbosch, 7613
Telephone Number:	021 883 8000
Fax Number:	086 514 5363
E-mail:	adaneel@moonstonecompliance.co.za
Website:	www.moonstoneinfo.com

4. Complaints

Insurer complaints:

If you have a query about this policy or you are in any way unhappy with the service that you have received, please contact your Financial Services Provider as detailed in paragraph 1.

Intermediary complaints:E-mail: complaints@hepstar.com**5. Details of the short-term insurance Ombudsman**

If you are not satisfied with how we have dealt with your complaint, you may contact:

Name:	The Ombudsman for Short Term Insurance
Physical Address:	Sunnyside Office Park, 5th Floor, Building D, 32 Princess of Wales Terrace, Parktown, Johannesburg
Postal Address:	P.O. Box 32334, Braamfontein, 2017
Telephone Number:	086 066 2837 / 011 726 8900
Fax Number:	011 726 5501
Email:	info@osti.co.za
Website:	www.osti.co.za

6. Details of the FAIS Ombud

If you have a FAIS complaint, you may contact:

Name:	The FAIS Ombud
Physical Address:	Eastwood Office Park, Boabab House, Ground Floor, Lynnwood Ridge, 0081
Postal Address:	P.O. Box 74571, Lynnwood Ridge, 0040
Telephone Number:	012 470 9080
Fax Number:	012 348 3447
Email:	info@faisombud.co.za
Website:	www.faisombud.co.za

(This document is called a Disclosure Notice in terms of Financial Advisory Intermediary Services Act No 37. 2002 "FAIS")

Claims and customer service contact

Contact centre	Description	Email address	Contact details
Zurich Travel Assist 24/7	For emergency medical and related assistance	zurichtravelclaims@wtp.ca	Tel: +1-416-642-2910 (reverse call/call collect)
Zurich Travel Claims Call Centre	For all medical outpatient and non-medical related claims	ztravelclaims@zurich.co.za	Tel: 0860 222 446 Fax: 0860 004 242
Hepstar Financial Services	For customer service and advice (general product queries, cancellations and refunds)	info@hepstar.com	Tel: 086 144 4548

Zurich Insurance Company South Africa Limited
15 Marshall Street, Fereirasdorp,
Johannesburg, 2001
PO Box 61489,
Marshalltown, 2107
T: +27 11 370 9111
www.zurich.co.za
Registration No. 1965/006764/06
Authorised Financial Services Provider No. 17703

