Mobalyz

Services | Insurance | Finance

# Essential Plan Insurance Policy

# Terms & Conditions

Services | Insurance | Finance

# Insurance Policy

# Essential Plan

### Insuring Clause

In consideration of and conditional upon the prior payment of the premium, by or on behalf of the Insured, and receipt thereof by, or on behalf of the Insurer specified in the schedule, the Insurer agrees, subject to the terms, exceptions, provisions and conditions of this policy, to indemnify or compensate the Insured, for any amounts payable, arising from an Insured Event occurring during the Cover Period of Insurance, and as otherwise provided for in terms of this Policy, up to the sums, limits of indemnity specified in the Policy Schedule

## Benefits

### 1. About the Insurance Policy

This policy is an insurance contract with Guardrisk Insurance Company Limited and provides the following benefits –

- Passenger Liability Benefit (see part A);
- Personal Accident Benefit (see part B); and
- Loss of Income Benefit (see part C).

The general terms and conditions applicable to all of these benefits are set out in Part D. We pay all valid claims if you comply with the terms and conditions of this policy set out below. Please make sure that you understand all of these terms and conditions as there are events and items that we do not insure and there are Limits to the amounts we pay out.

## 2. Parties

The parties to this agreement are:

- The Guardrisk Insurance Company Limited, referred to as ‘we’, ‘us’ and ‘our’ in this policy; and
- The customer named on the Insurance Schedule, referred to as ‘you’ and ‘your’ in this policy.

Brokers appointed by Guardrisk perform binder and intermediary functions in relation to this Policy. The name/s of the relevant brokers appear on the policy schedule.

## 3. Guidelines to interpretation

- **Singular and plural:** Words in the singular include the plural. Words in the plural include the singular.
- **Headings:** Headings are aids to reading and understanding and are not terms in themselves.
- **Examples**: Examples are aids to understanding the terms and conditions. They are not terms or conditions in themselves. The terms and conditions do not apply only to the situations and facts given in the examples or to similar situations and facts.
- **Including:** The word ‘including’ must be interpreted as not limiting the number or type of items that follows the word.
- **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.

# Part A: Passenger Liability

## 4. Defined Benefits

4.1 We will compensate you for the amounts for which you are legally liable to pay, arising from an Accident involving the Vehicle causing the death or bodily injury of a Passenger traveling in the Vehicle at the time of the Accident provided that:

- The Accident occurred within the period of insurance
- The Accident occurred within the Republic of South Africa
- You or Your driver were the driver at the time of the Accident
- The maximum amounts that We will pay are as stated in the Policy Schedule

## 5. Definitions for Part A

| Term | Meaning |
|---|---|
| **Accident** | A sudden an unforeseen motor vehicle accident within South Africa in which the Vehicle is involved and which results in a Passenger's death or bodily injury |
| **Approved service provider** | A service provider we approve to provide any services on our behalf. |
| **Bodily Injury** | Injury to an individual person's body |
| **Broker** | The broker/s set out in the Insurance Schedule |
| **Driver** | The person employed by You to drive the Vehicle and who has the legally required licence to operate the Vehicle as a taxi service carrying fare- paying Passengers |
| **End date** | The day that the policy's cover terminates. The end date for the policy is shown on the Insurance Schedule. |
| **Guardrisk** | Guardrisk Insurance Company Limited.<br>The most we pay for any event or item. Limits are shown on the Insurance Limit Schedule. |
| **Insurance Schedule** | The document which was sent to you together with this Policy and which must be read together with this document. |
| **The Insured** | You, the person whose details are set out in the Insurance Schedule.<br>Those natural persons who each pay a fare to be able to travel in the Vehicle (and they are not You or the Driver nor are they related to the Passenger Driver or the Insured Person) and who were travelling in the Vehicle at the time of the Accident. |
| **Start date** | The day that the policy begins for the first time. The start date for the policy is shown on the Insurance Schedule and the premium has been paid. |
| **The Territory** | South Africa |
| **Vehicle** | The Taxi which You, the Insured Person, owns and which is reflected on the policy schedule to which this policy relates. |

## 6. Passenger Liability- Specific Conditions

6.1 We will only pay out a valid claim if you:
6.1.1 are not entitled to any claim or indemnity under any other policy which provides similar cover or Indemnity as this policy;
6.1.2 observe and fulfil all of the terms and conditions of this policy; and
6.1.3 Have not been refused any similar insurance or continuance of cover of any similar insurance by any insurance company or underwriter.
6.2 We will be entitled to attend and arrange for representation for you at any inquest or fatal inquiry, in respect of any death, which may be the subject of any claim under this section. We shall have sole discretion as to the appointment of the attorneys, counsel or representatives appointed to represent you. You must provide (and you must ensure that the driver of the Vehicle provides) all reasonable assistance to us in relation to the inquiry.
6.3 You must not make any admission, offer, promise, payment, or indemnity to any person in respect of any Accident giving rise to a claim under this policy, without our consent.
6.4 We will be entitled, in our sole discretion, to take over and conduct (in your name) the defence or settlement of any claim, or to prosecute in your name, for our own benefit, any claim for indemnity.
6.5 We will have full discretion in the conduct of any proceedings or in the settlement of any claim, and you shall give all information, cooperation and assistance as we may require.

## 7. Specific Exceptions

We shall not be liable in respect of:
7.1 any compensation or claim that can be made against the Road Accident Fund or any similar statutory body or any other entity which is obliged to pay such claim in terms of legislation in the Territory;
7.2 death, Bodily Injury or illness of a Passenger who was travelling in the Vehicle in the course and scope of his/her employment with you.
7.3 death, Bodily Injury or illness of any Passenger who is a member of and/or living in the same household as you;
7.4 loss of or damage to any property in the Vehicle at the time of the Accident, property belonging to others, loss or damage to the Insured vehicle

# Part B: Personal Accident Plan

## 8. Insured Event

**8.1 You, the Insured**

We will pay to the You, or Your Next of Kin, the amounts as stated in the Schedule if, during the Period of Insurance, You sustain accidental bodily injury, which injury shall directly result, in death or permanent disability as a result of a motor vehicle Accident involving ANY vehicle, including the vehicle insured under this Insurance Policy.

**8.2 Driver**

We will pay to the Driver, or the Driver’s Next of Kin, the amounts as stated in the Schedule if, during the Period of Insurance, the Driver sustains accidental bodily injury, which injury shall directly result, in death or disability as a result of a motor vehicle Accident involving, Your (the Insured

Person's) Vehicle (insured under this Taxi Insurance policy) in which the Driver was travelling at the time of the Accident.

**8.3 Passengers**

We will pay to the Passenger, or the Passenger's Next of Kin, the amounts as stated in the Schedule if, during the Period of Insurance, a Passenger (who has paid their taxi fare) dies as a result of a motor vehicle Accident involving Your (the Insured Person's) Vehicle (insured under this Taxi Insurance Policy) in which the Passenger was travelling at the time of the Accident.

## 9. Definitions:

For purposes of this Personal Accident Plan, the following terms shall have the following meanings:

| **Term** | **Meaning** |
|---|---|
| **Accident** | A sudden an unforeseen motor vehicle accident within South Africa in which the Vehicle is involved. |
| **Driver** | The natural person employed by You, the Insured Person, to drive the Vehicle for purposes of rendering transport services to Passengers in exchange for taxi fares and is the person who was driving the Vehicle at the time of the Accident. |
| **Insured Person or You** | You, the person whose details are set out in the Insurance Schedule. |
| **Insurance Schedule** | The document which was sent to you together with this Policy and which must be read together with this document. |
| **Next of Kin** | Means, in relation to a deceased person and in the following order of preference, that person's –<br>1 spouse/s (whether in terms of a civil or customary marriage);<br>1.2 failing 1, children (whether biological or adopted);<br>1.3 failing 1.2, parents (whether biological or adopted);<br>1.4 failing 1.3, siblings (whether biological or adopted); and<br>1.5 failing 1.4, any other person who would be entitled to inherit from that person.<br>in accordance with the South African laws of intestate succession; |
| **Passengers** | The natural persons who each pay a fare to be able to travel in the Vehicle (and they are not the Driver nor are they related to the Driver or the Insured Person) and who were travelling in the Vehicle at the time of the Accident. |
| **Vehicle** | The Motor Vehicle which You, the Insured Person, owns and which is reflected on the policy schedule to which this policy relates. |

## 10. Benefit amounts:

10.1 We will pay out the amounts stated below upon the approval of a valid claim, provided that if the Claim arises due to an Accident involving the Vehicle, the claim amount will be subject to an overall maximum (for both death and permanent disability claims) of R110 000 for a Vehicle with 16 seats or less and R140 000 for a Vehicle with more than 16 seats:

| BENEFIT | MAXIMUM COMPENSATION PER INCIDENT | |
|---|---|---|
| | **Death** | **Permanent Disability** |
| **You, the Insured Person** | R30,000 | A percentage of R30,000, depending on the disability as set out in the table in 10.3 below |
| **Driver** | R30,000 | A percentage of R30,000, depending on the disability as set out in the table in 10.3 below |
| **Passenger** (per person) | R5,000 per passenger | None |

10.2 If there are more Passengers in the Vehicle than what the Vehicle is designed to carry (as per the specifications of the Vehicle and/or the number of seats in the Vehicle), we will only pay out the amounts set out above for the number of Passengers that the Vehicle is designed to carry and not the actual number of Passengers that the Vehicle was carrying at the time of the Accident.

10.3 Permanent Disability Scale of Benefits (Insured Person and Driver only):

| BENEFIT | % of R30 000 Benefit |
|---|---|
| Total loss of all sight in both eyes that cannot be repaired and will not be recovered | 100% |
| Total loss of all sight in one eye that cannot be repaired and will not be recovered | 50% |
| Total loss of<br><br>• both hands by physical severance at or above the wrist; or<br>• both feet by physical severance at or above the ankle; or<br>• one hand by physical severance at or above the wrist **AND** one foot by physical severance at or above the ankle | 100% |
| Total loss of –<br><br>• one hand by physical severance at or above the wrist; or<br>• one foot by physical severance at or above the ankle; or | 50% |

| | |
|---|---|
| Total loss of –<br>• one hand by physical severance at or above the wrist **AND** total loss of all sight in both eyes or one eye that cannot be repaired and will not be recovered; or<br>• one foot by physical severance at or above the ankle **AND** total loss of all sight in both eyes or one eye that cannot be repaired and will not be recovered | 100% |
| Physical injury to the body resulting in permanent disability that prevents the person from following their usual occupation or any other occupation for which the person is fit by knowledge or training | 100% |

## 11. Specific Conditions

11.1 In order to make a claim for Permanent Disability under this Personal Accident Plan, You, the Insured Person, must ensure that You and/or the Driver (whoever the claim is made for) submits to a medical examination and undergoes any treatment specified when we, the Insurers, reasonably request you to do so. We, the Insurers, shall not be liable to make any payment unless You and/or the Driver complies with this condition to our satisfaction. If there is any disagreement between your and/or the Driver's medical practitioners and the medical practitioners appointed by us, the Insurers, as to Your and/or the Driver's condition, the opinion of the medical practitioner appointed by us, the Insurers, shall prevail to the extent of such conflict.

11.2 Permanent Disability benefits shall only apply if they occur within 12 (twelve) months of the Accident and they relate directly to the Accident.

11.3 You, the Insured Person, will only be able to make one claim for each person in the Vehicle at the time of the Accident, even if that person was both an Insured Person and a Driver or an Insured Person and a Passenger or a Driver and a Passenger. In other words, you, the Inured Person, cannot claim under this benefit as a Driver and/or Passenger as well (you can only claim as an Insured Person). You also cannot claim under this benefit for the Driver if the Driver is also a Passenger (you can only claim an amount for him as a Driver).

11.4 Payments will be paid directly to the relevant beneficiary or their Next of Kin. In other words, claims for –

11.4.1 death or permanent disability of the Insured will be paid to You or Your Next of Kin;

11.4.2 death or permanent disability of the Driver will be paid to the Driver or the Driver's Next of Kin;

11.4.3 Death of a Passenger will be paid to the Passenger's Next of Kin.

## 12. Specific Exceptions

12.1 This benefit will also not apply when (and we, the Insurers, will not pay when) –

12.1.1 In the case of the Insured Person being involved in an Accident in a vehicle other than the insured Vehicle –

- the driver of that vehicle was driving under the influence of alcohol, drugs, or narcotics; or
- any contravention of the provisions of the National Road Traffic Act, or any replacement legislation;

12.1.2 In the case of the Insured Person, the Driver or a Passenger being in an Accident in the Vehicle –

- the Insured Person or the Driver of the Vehicle driving under the influence of alcohol, drugs or narcotics; or
- overloading the Vehicle in contravention of the provisions of the National Road Traffic
- Act, or any replacement legislation; and/or

- any contravention of the provisions of the National Road Traffic Act, or any replacement legislation;

12.2 The Accident was caused by a suicide or any attempt, threat, or intentional self-inflicted injuries;

12.3 The accident occurs outside of the Republic of South Africa;

# Part C: Loss of Income Benefit

## 13. Defined Benefit

13.1 We will compensate you, an amount of R5,000 in respect of your loss of income if the Vehicle (as described in the Insurance Schedule) is involved in a motor vehicle Accident which results in the Vehicle being damaged and is beyond economical repair.

- You can choose to have the payment made into a South African bank account of your choice.
- You must give us the details of the bank account.

## 14. Definitions:

For purposes of this Loss of Income Benefit, the following terms shall have the following meanings:

| **Term** | **Meaning** |
|---|---|
| Accident | A sudden an unforeseen motor vehicle accident within South Africa in which the Insured Vehicle is involved. |
| Insured Person or You | You, the person whose details are set out in the Insurance Schedule. |
| Insurance Schedule | The document which was sent to you together with this Policy and which must be read together with this document. |
| Vehicle | The motor Vehicle which You, the Insured Person, owns and which is reflected on the policy schedule to which this policy relates. |

# Part D: Conditions Applicable to all Sections

## 15. Premiums

**15.1 How much you must pay**

You must pay the single premium set out in the Insurance Schedule on an annual (yearly) basis. The policy will only start, and you will only be covered from the day that you pay the premium.

**15.2 Who you pay the premium to**

Mobalyz Risk Services (Pty) Ltd will collect the annual premium from you by debit order if you have signed a debit order mandate, or you may make a cash payment into Mobalyz Risk Services (Pty) Ltd's bank account.

## 16. Exceptions applicable to all benefits

**16.1 Guardrisk will not be liable under any section of this policy:**

16.1.1 If the Accident occurs outside of South Africa;

16.1.2 The Driver was not duly licenced to be driving the Vehicle. This exclusion does not apply if all of the following conditions are met:

- the relevant licence has expired but can be renewed; and
- The Driver is not disqualified from getting the new licence.

16.1.3 If the Vehicle was driven by any person who is under the influence of intoxicating liquor or drugs;

16.1.4 If the Accident was caused by overloading the Vehicle in contravention of the provisions of the National Road Traffic (Act No. 93 of 1996) (and any amendments or any replacement legislation).

## 17. Uses that we do not insure in this product

**17.1 We do not insure you if you use the Vehicle for any of the following purposes:**

17.1.1 Your business or occupation as anything other than what you declared in your application to us;

17.1.2 giving driving lessons for a fee;

17.1.3 hiring the taxi out to another person;

17.1.4 carrying more passengers or a heavier load than the capacity that the Vehicle is designed or licensed to carry;

17.1.5 taking part in racing, speed or other contests, rallies and trials;

17.1.6 carrying explosives or any other dangerous items or substances;

17.1.7 carrying any illegal or illicit goods, items or substances;

17.1.8 carrying on any illegal trade or activity;

17.1.9 Any purpose connected to the motor trade. However, we insure you while your Vehicle is in possession of a member of the motor trade for the overhaul, maintenance or repair of the Vehicle.

## 18. Claims

**18.1 Process for claiming**

On the occurrence of an incident which may result in a claim under this policy, you must notify Your Broker or contact us directly on 0800 214 790.

**18.2 Give us all documents within 31 days**

18.2.1 Within 31 days after the Accident occurs, you must confirm your claim in writing and give us all of the following documents: Full details of the Accident that led to the claim and supporting documents, for example photographs of the accident scene, police case numbers and reports, statements, and any other information we ask for;

18.2.2 Any letters or other documents that you receive in relation to the claim (for example, letters from third parties, legal letters or a summons);

18.2.3 Information about any prosecution or inquest that is brought against you in relation to the event;

18.2.4 Details of any other insurance you have for the event.

**18.3 Report certain claims to the police within 24 hours**

You must report claims that involve accidents, theft and other criminal acts to the police

**18.4 There are time limits to bring a claim**

18.4.1 You must submit a claim within 31 days of the Accident that gives rise to that claim, except for any claim under the passenger liability benefit. You lose your right to claim if you are out of time.

18.4.2 For claims under the passenger liability benefit, you must:

- notify us of any Accident that might give rise to a claim involving third parties as soon as you become aware of the claim; and
- Send us any legal documents or processes within 5 days of the date that you receive them.

18.4.3 Notice shall be given to Guardrisk in writing of any accident within 31 days after such occurrence. Notice shall also be given in writing to Guardrisk immediately when the Insured has knowledge of any impending prosecution or inquest in respect of any occurrence which may give rise to a claim under this policy.

**18.5 If we reject your claim**

18.5.1 If we reject your claim, we will let you know. You have 90 days to raise an objection and *dispute our decision. If your objection is unsuccessful, you have 180 days after this period to* start legal proceedings against us. You lose your right to start legal proceedings if you are out of time.

18.5.2 You can also raise your objection by referring your dispute to the Short-Term Insurance Ombudsman. You will find the contact details in the FAIS Disclosure document attached to the Insurance Schedule. We do not accept claims based on fraud or exaggeration.

18.5.3 If you or anyone acting for you gives us fraudulent, exaggerated or false information about any claim we will not make any payment under that claim.

18.5.4 You give up the right to receive any pay-outs or any benefit under that claim and we will recover from you any amounts already paid.

**18.6 In order to have a valid claim, you must –**

18.6.1 Have paid all premiums due under this Policy timeously. We are obliged to give you a grace period of 15 days to pay any outstanding amounts. If you do not pay all outstanding amounts and premiums due to us, we shall be entitled to cancel this Policy.

18.6.2 Notify us, the Insurers, of any Accident within 31 days after the Accident occurs and immediately when you have knowledge of any impending prosecution or inquest in respect of any occurrence which may give rise to a claim under this policy.

18.6.3 If you make any claim which is unfounded, fraudulent or intentionally exaggerated or if you provide (or convince any other person to provide) any information that is false or untrue, all benefits under this Policy will be forfeited.

18.6.4 Claims **are** payable in South Africa in South African currency only.

## 19. About cancelling the policy

**19.1 When you may cancel the policy**

You may choose to cancel this insurance policy at any time by giving us 31 days' written notice.

**19.2 When we may cancel the policy**

We may cancel this insurance policy by giving you 31 days' written notice. We will refund any premiums or portions of premiums that you have paid in advance.

## 20. General provisions

**20.1 We may share your information**

20.1.1 We will collect, use, share and store your information for research and analysis and to develop and improve our services to you and other customers and to protect our interests. We will use your information to manage your policy and provide our services to you, to prevent and detect fraud, money laundering and other crime, and to meet our obligations to any regulatory authority.

20.1.2 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 including the brokers appointed by us and a registered credit bureau.

20.1.3 We undertake to share your personal information only with legitimate sources for the purposes of this insurance contract. Examples of legitimate sources are other insurers, financial institutions, medical institutions and crime bureau.

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

**20.2 South African law**

The laws of the Republic of South Africa govern this policy. South African courts have the exclusive authority to hear matters arising from this policy. (This authority is known in law as jurisdiction.)

**20.3 Whole agreement**

The policy terms and conditions (this document), your proposal for insurance, the certificate of insurance and the benefit rules make up the whole agreement between you and us. If there is a conflict between what is stated in the policy terms and conditions (this document) and any of the statements in the other documents, what is stated in this document will prevail.

**20.4 Severability**

All the terms, conditions, statements, rules or obligations ("the clauses") in this policy are severable from each other. This means that if a court or regulator decides that any clause is unenforceable for any reason, the rest of the clauses will continue with full force and effect as if that clause was not included in the policy at the start. An unenforceable clause is a clause that neither you nor we are bound to. You and we agree that any unenforceable clause would not have been included in the policy if either of us had known that it could become unenforceable.