



Surestart Car Hire Excess

Travel Insurance Policy Wording



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Important Notes

Please take note of the important information below:

1. The policy is a contract between the Hollard Insurance Company (Pty) Limited and You, the renter of the vehicle.
2. The insurance is underwritten by The Hollard Insurance Company (Pty) Ltd and managed by Oojah Travel Protection, an authorised financial services provider.
3. We pay all valid claims if you comply with the terms and conditions of the travel insurance policy.
4. **IF YOU HAVE ANY QUESTIONS OR ARE IN ANY DOUBT ABOUT THE COVER PROVIDED PLEASE CALL OUR TRAVEL HELPLINE ON: 0861HLLRDT (0861 455 738).**
5. This policy document provides You with the terms, conditions and exclusions of the insurance cover, together with information that will help You in the event of an emergency.
6. Specific conditions and exclusions will apply to individual Sections of Your policy while general exclusions and conditions will apply to the whole of Your policy.
7. **SUBMIT A CLAIM: www.hollardti.co.za click on Claims, Submit a new claim / call 0861 455 738**
8. **Policy Excess:** Claims are subject to an excess. This means that You will be responsible for paying the first part of the claim up to the excess value per Insured Person each and every incident.

Meaning of words

Wherever the following words and phrases appear in this policy they will always have these meanings:

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. This excludes parking lots and garages.

Accidental Damage: Damage caused to the Hired Car due to an Accident.

Certificate: The validation page issued in respect of this policy which sets out the names of the Insured Persons, the Period of Insurance and any other special conditions and terms.

Geographical Limits: Worldwide, excluding countries or parts of countries where the Foreign & Commonwealth Office (FCO) has advised against travel.

Hired Car: 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:

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

Home: Your principal place of residence, used for domestic purposes.

Home Country: South Africa / Country of Residence

Insured Person or You/Your: The nominated driver(s) of the Hired Car, where the driver's name is reflected on the Certificate, for whom the appropriate premium has been paid, being a resident of South Africa and not being more than the specified age limit.

Limits of Cover: Unless stated to the contrary, Our maximum liability in any one Period of Insurance is limited to the amount stated in each Section, per Insured Person.

Period of Insurance: The period for which this policy is purchased, effective from collection of the Hired Car and ending on return of the Hired Car, as per the rental agreement, not exceeding 62 consecutive days whilst on Your Trip.

Permanent Disablement: Permanent Disablement which, having lasted for a period of at least 12 consecutive months from the date of occurrence will, in the opinion of an independent qualified specialist, entirely prevent You from engaging in, or giving any attention to any, and every business or occupation for the remainder of Your life.

Personal belongings: Items usually carried or worn by travellers for their individual use during a trip.

- Note 1: Items hired by You, and all items loaned or entrusted to You are excluded

Policy Excess: The first amount, per Insured Person, each and every incident, each and every section of cover, where the Policy Excess applies.

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

Valuables: Cameras; photographic, video and associated equipment of any kind; games consoles (Playstation, Gameboy, Nintendo, etc), accessories and games; personal organisers; mobile telephones; televisions; portable audio equipment (DVD, CD, mini-disc, MP3 players, i-pods, etc) and all associated discs and accessories; spectacles; sunglasses; telescopes; binoculars; jewellery; watches; furs; leather articles; perfumes; precious stones and articles made of or containing gold, silver or other precious metals.

We, Our or Us: The Hollard Insurance Company, an authorised financial services provider.

General Conditions applying to all Sections

1. **Who Qualifies for Cover**
RSA residents travelling within RSA or abroad. Non-RSA residents may only be covered for periods of insurance within RSA.
 2. **Age Limits:**
Travellers aged 21 and up to 80 years.
 3. **Accuracy of Material Information**
This Policy or any part of it may be declared void by Us if any material details that affect the risk are not disclosed, or are misrepresented or misdescribed by You or on Your behalf, or if We are not informed of an alteration in the risk.
 4. **Amendments to Cover**
We may change Your Policy by giving You thirty (30) days' notice by fax, post or e-mail to Your last known address. Any change that You make will be effective from the time and date agreed to with Us.
 5. **Cancellation or Endorsement**
This Policy may be cancelled or changed provided there is no claim pending:
 - a) You may cancel this policy at any time giving written notice.
 - b) This Policy may be cancelled by Us giving 60 days written notice to You.
 - c) If you cancel the Policy we will be entitled to retain a portion of the premium calculated at pro-rata for the period that this policy was in force.
 6. **Claims Procedure and Conditions**
 - a) If an event giving rise to or likely to give rise to a claim comes to Your knowledge You must notify Us within thirty (30) days and provide Us as soon as is reasonably possible with:
 - particulars of any other policy covering the same event;
 - written details of the event;
 - such proofs, information and sworn declarations that We may require;
 - any document or details of any communication received in connection with a claim.
 - b) No admission, statement, offer, promise, payment or indemnity may be made by You without Our prior consent in writing.
 - c) You must report any event to the police within forty eight (48) hours, or as soon as is reasonably possible thereafter, if it involves malicious damage, damage to a vehicle, theft or any other criminal act or suspected criminal act or loss of property, and take all reasonably practical steps to discover the guilty party.
 - d) We may take over and conduct the defence or settlement of any claim and/or recovery from any third party and have the right to use Your name for this purpose.
 - e) You must give all information, documentation and assistance required by Us to obtain indemnity from other parties.
 - f) We are not liable for any claim after three hundred and sixty five days (365) days have expired from the date of the event that gives rise to the claim, unless the claim is the subject of a pending court action between You and Us, or is a claim for sums for which You may become legally liable to a third party.
 - g) If We deny liability or reject any claim made in terms of this Policy or void Your Policy or You dispute the amount of any claim under this Policy, representation may be made to Us within ninety (90) days of the date of Our letter of rejection or avoidance. If Your dispute is not satisfactorily resolved in this manner, You may institute legal action against Us for the enforcement of the claim by way of the service of summons against Us. Summons must be served on Us within one hundred and eighty (180) days of Our original letter of rejection or avoidance. If this is not done, Your claim against Us will be forfeited and will become time barred and We shall no longer be liable for the claim.
 - h) We will not be liable under more than one Section of this Policy in respect of loss, damage or liability that arises from the same event in respect of the same loss, damage or liability.
 - i) In respect of any Section of this Policy under which an indemnity is provided for liability to third parties, We may, upon the happening of any event, pay to You the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled. We shall thereafter not be under further liability in respect of such event.
 - j) You have to sign a release in Our favour before We will settle a claim.
- 5. Communication of Material Changes**
Any changes in Your circumstances must be communicated to Us in writing immediately and if possible before such changes occur to ensure continuous cover. Provided that the changes are acceptable to Us, they will be effective from the date agreed upon, subject to Our terms and conditions being complied with. We will confirm these changes by sending You an updated Schedule.
- 6. Privacy of your personal information**
 - a) Processing your personal information: We have to collect and process some of your personal information in order to provide you with our

products and services, and also as required by insurance, tax and other legislation.

- b) Sharing your personal information: We will share your personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about your insurance, claims and premium payments. We do this to assess claims, prevent fraud and to conduct surveys.
- c) Accessing your medical information: We may ask you to undergo any necessary medical testing, blood testing and examinations. We may also ask you to send us any medical information we need to accurately assess our risk or your claims.
- d) Protecting your personal information: We take every reasonable precaution to protect your personal information (including information about your activities) from theft, unauthorised access and disruption of services.
- e) Receiving marketing from us: Please contact us if you want to change your marketing preferences. Remember that even if you choose

7. Cooling Off Period

Your policy carries a 15 days money back guarantee, applicable from the date of purchase, provided the Rental period not yet commenced and no claims have been submitted.

8. 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. The monetary limits shown on the policy are deemed to be South African Rand.

9. Fraudulent Acts in Making a Claim

If a claim made under this Policy:

- a) is in any respect fraudulent or if fraudulent means are used by You, or on Your behalf, to obtain any benefit under the Policy;
- b) has been inflated or information has been provided in connection with the claim that is not true;

We will be relieved of all liability in respect of the whole claim and You will repay to Us all amounts that We have paid previously in respect of the claim, without prejudice to Our rights to recover any damages that We may have suffered as a result of Your fraudulent conduct

10. Interpretation

The proposal of insurance, this Policy and the Schedule together with any endorsement thereto shall read as one document. If any word or expression has been given a specific meaning it shall have the same meaning wherever it appears. Headings have been inserted to help You find the information You need. They must not be taken to affect the interpretation of the Policy. Should there be any conflict in interpretation between the contents of the printed Policy and the contents of the Schedule, the Schedule shall be given precedence.

11. Interest on Payments due by Us

No interest will be payable on any amount due by Us in terms of this Policy unless a Court of Law orders otherwise.

12. Jurisdiction

This Policy shall be subject to the laws and statutes

of the Republic of South Africa and We shall only abide by judgments delivered or obtained in the first Instance by a court of competent jurisdiction within the Republic of South Africa.

13. Observance of Policy Terms, Conditions and Warranties

Our liability is conditional upon the observance of the Policy terms, conditions and warranties stated in the Policy or Schedule by any person claiming indemnity or benefit under the Policy. Failure to comply with any of the terms, conditions or warranties may result in a claim being rejected or the Policy being voided.

14. Other Insurance

- a) If the loss, damage or liability is covered by any other insurance We will not pay more than Our rateable proportion.
- b) If any claim in this policy is covered by an insurance company (including credit card insurance), then the amount payable by the insurance company will become the Excess of this policy.
- c) You will be required to repay to Us, within one month of Our request to You, any costs or expenses We have paid on Your behalf which are not covered under the terms and conditions of this policy.
- d) If You have more than one policy underwritten by Us, the maximum amount payable shall not exceed the Limit of Liability of whichever policy has the highest Limit of Liability.

15. Premium payments

You are liable for the premium.

16. Prevention of Loss

You must take all reasonable precautions to prevent loss or damage, death, bodily injury, liability and accidents and should take reasonable steps to prevent further loss or damage following an insured event.

17. Proof of Rental Agreement

You must provide Us with the rental agreement when You submit Your claim.

18. Rights of Others

This Policy gives rights to You only. Any extension of Our liability for the losses of any other person gives no right to that person to claim from Us.

19. Territorial Limits

This cover applies to incidents anywhere in the world, except for:

- a) Any country where the British Foreign and Commonwealth Office and/or the South African Department of Foreign Affairs has issued a travel warning; and
- b) Any other country in which the United Nations Armed Forces are present and active.

20. Termination

This policy terminates on the earliest of the following dates:

- a) When You return the Rental vehicle to the rental company;
- b) On the date You reached the maximum age limit for the cover selected;
- c) On day 63 of the rental period;
- d) On the date the policy is cancelled.

General Exclusions applying to all Sections

The following **General Exclusions** apply to the entire Policy:

- 1) Any person who has reached the age limit.
- 2) Non-RSA residents hiring a vehicle outside of RSA
- 3) Loss, damage or expense which at the time of happening is insured by or would but for the existence of this policy, be insured by any other existing policy. If You have any other policy in force, which may cover the event for which You are claiming, You must tell Us.
- 4) Costs which would have been payable if the event being the subject of a claim had not occurred. Examples of losses We will not pay for:
 - a) the cost of food or drinks unless it is a covered event under the Travel Delay benefit and
 - b) the cost of transfers to/from the airport.
- 5) Any consequential loss (not listed under the headings "What is covered"). Examples of losses We will not pay for include
 - a) costs of telephone calls or faxes,
 - b) taxi fares (with the sole exception of the taxi costs incurred for the initial journey to a hospital abroad due to Your illness or injury), interpreters' fees,
 - c) inconvenience, distress, loss of earnings, loss of enjoyment of holiday, time-share fees, holiday points,
 - d) visa costs, replacement cost of your passport and
 - e) any additional rental, travel or accommodation costs.
- 6) Any deliberately reckless act or omission by You.
- 7) Any claim arising or resulting from Your own illegal or criminal act.
- 8) Needless self-exposure to danger except in an endeavour to save human life.
- 9) Any claim arising or resulting directly or indirectly from Your suicide, attempted suicide, intentional self-injury, mental disturbance or disorders, insanity, psychiatric, psychological, emotional or nervous conditions.
- 10) You (being the driver of a motor vehicle or motorcycle) not being in possession of a valid/legal license.
- 11) War (whether War be declared or not), Hostilities, Invasion or Civil War. For Personal Accident (Section 16) and Medical Expense (Section 1) benefits only this exclusion is amended as follows: This Policy does not cover death or disablement in any way caused or contributed to by war, whether war be declared or not, hostilities or any act of war or civil war when the Insured Person is taking an active part therein.
- 12) Radioactive Contamination, whether arising directly or indirectly.
- 13) You travelling to a country or specific area or event to which the Foreign and Commonwealth Office has advised persons not to travel.
- 14) Nuclear, Chemical and Biological Terrorism: this Policy does not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 15) Loss of any kind arising from the provision of, or any delay in providing, the services to which this policy relates.

Section 1: Car Hire Excess

What is covered, Section 1:

We will pay the **excess** that you become liable for on the car hire insurance on your rental agreement, up to the limit shown in the **Certificate due to the following insured events:**

- a) Accidental damage to the Hired Car (Collision Damage Waiver must be in place)
- b) Theft or Hijack of the Hired Car (Theft Protection Waiver must be in place)
- c) Damage due to attempted theft or hijack (Theft Protection and Collision Damage Waivers must be in place)
- d) Theft of accessories of Hired Car (e.g. radio) (Theft Protection Waiver must be in place)
- e) Claim handling fee
- f) Assessor's fee
- g) Towing fee related to accident

- d) Where the theft or Accidental damage occurred in a private place or area such as a parking lot or parking garage.
- e) Windscreen and tyre damage, unless these are covered under the Collision Damage Waiver under the Rental Agreement and the amount paid to the Rental Company is an excess amount.
- f) Anything mentioned in the General Exclusions.

Specific Conditions, Section 1:

- a) All claims must be accompanied by:
 - i. Rental Agreement
 - ii. Proof of the insured event
 - iii. Police report
 - iv. Proof of payment of the **excess** (copy of bank statement)

What is not covered, Section 1:

- a) Any claim where You have not followed the terms of Your rental agreement.
- b) Any claim where You did not use a bank card for payment (cannot provide a copy of your bank statement to reflect the payment from Your account).
- c) Any claim where the applicable waiver is not in place on the Rental Agreement.

Section 2: Personal Belongings and Baggage

What is covered, Section 2:

We will reimburse you up to the limit shown in the schedule of benefits for your **Personal Belongings that are stolen from the locked boot of the insured vehicle, during your rental period where forced, violent entry was made to the boot.**

There is a single article, pair or set limit of ZAR1,000.

You are advised to insure any **Valuables** on a separate All Risks policy.

- d) Items for which you are unable to provide a receipt or other proof of ownership.
- e) Valuables, as defined under Meaning of Words.
- f) Medicines, tobacco, alcohol, fragrances and perfumes.
- g) Goods which deteriorate.
- h) Bonds, share certificates, guarantees or documents of any kind including travel documents.
- i) Personal money.
- j) Where the theft occurred in a private place or area such as a parking lot or parking garage.
- k) Anything mentioned in the General Exclusions.

What is not covered, Section 2:

- a) More than the part of the pair or set that is stolen, or damaged.
- b) Where there was no evidence of forced, violent entry to the boot.
- c) Theft from hatch back vehicles where entry to the boot can be made through the inside of the vehicle.

Specific Conditions, Section 2:

All claims must be accompanied by:

- a) Rental Agreement
- b) Police report confirming the details on how and where the theft occurred and the items stolen.
- c) Proof of payment or ownership of the items stolen.

Section 3: Rental Car Key Benefit

What is covered, Section 3:

We will pay up to **the limit of liability** (but for no more than **1 incident** per period of insurance) to replace rental car keys if these are lost, stolen, or damaged during the rental period. This will also include where necessary the costs to replace locks or for a locksmith to break into the insured vehicle.

Specific Conditions, Section 1:

All claims must be accompanied by:

- a) Rental Agreement.
- b) Police report in the event of theft.

What is not covered, Section 3:

- a) Anything mentioned in the General Exclusions.

Section 4: Road Related Personal Accident Cover

What is covered, Section 4:

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 vehicle, 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 estate, legal representative or nominated beneficiary as stated by them and reflected in the schedule of benefits.

any immediate family member), but not in respect of the treatment for the abuse of such drugs or narcotics;
Any existing medical condition, physical defect or other infirmity of the insured person;
Mental and/or nervous disorders, or any like condition arising from or attributable to stress or stress-related conditions;
Participating in any riot or civil commotion or public disorder.

What is not covered, Section 4:

The insurance excludes accidents arising from, or attributable to:

Suicide, attempted suicide or intentional self-injury or deliberate exposure to obvious risk or injury (unless in attempt to save human life) or directly as result of your own criminal acts as stated in terms of ACT 51 of 1977 (Criminal Procedures Act);

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; 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

Specific Conditions, Section 4:

- 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:
- b) 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.
- c) For permanent and incurable paralysis, the loss of use must be continuous and permanent for at least 12 consecutive months.
- d) Permanent total loss of use of a limb will be treated as a loss of a limb.
- e) 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.

- f) 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.
 - g) Dependent Children are excluded from any benefit for occupational disability under permanent total disablement.
 - h) Compensation will be payable to you or your beneficiary. No one other than you will have rights in terms of the policy against us.
 - i) Notice of death must be given immediately and the insurer will have the right to have a post mortem examination of the body.
 - j) A detailed incident and/or police report must be submitted to us.
 - k) 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.
- l) Personal Accident benefits cease when you reach the age of 75 years

The death and permanent total disablement benefits you 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%

Schedule of Benefits

Schedule of Benefits:	Limit of Liability
Age Limit	21 - 80 years, inclusive
Territorial Limits	Worldwide
Maximum period of cover	62 days
Section 1: Accidental Damage Excess Reimbursement benefit (where the relative Excess Waivers are in place on your Rental Agreement) Accidental damage to the hired vehicle Theft or Hijack of the hired vehicle Damage due to attempted theft or hijack Theft of accessories of vehicle (e.g. radio)	The limit reflected on your policy schedule to a maximum of R45,000
Section 2: Person Belongings & Baggage	Reflected on your policy schedule to a maximum of R15,000
Section 3: Rental Car Key Benefit	R6,000
Section 4: Road Related Personal Accident Cover	R500,000
ACCUMULATION LIMIT	R500,000