



YOUR POLICY



SECTION 1: THE VAAI PROMISE

We understand that sometimes motor vehicle accidents happen. It is in those times that you wish you had someone backing you up financially, to get going again and without having to sacrifice your dreams or put your plans on hold. That is why VAAI is here;

When things go wrong, we want to make things right again, like it never happened.

All we ask for is the same honesty and openness that you expect from us. We are here to help, so you continue to “Heva Nice Life”.

SECTION 2: WHAT YOU ARE COVERED FOR

2.1. The Insuring Clause:

You are only covered for damage to the insured vehicle as a result of an accident, including standard costs of towing and storage.

2.2. An accident is defined as:

A sudden, unforeseen event that causes damage to the insured vehicle whilst in motion. If this accidental damage occurs while at a stand-still, there must be another vehicle involved.

2.3. The basis of cover is to place you in the position you were in prior to the accident (as per the pictures submitted at inception of cover).

2.4. Cover is limited up to the value insured. This means the total amount of cover bought at inception of the policy, and confirmed via the app only.

2.5. Any standard storage and towing costs are included in the total sum insured i.e. the amount of cover that you bought.

2.6. The vehicle will only be covered for an accident that occurs within the borders of the Republic of South Africa.



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SECTION 3: WHO ENJOYS COVER

- 3.1.** We are covering you as the owner and driver of your vehicle. So once you have taken cover out through our app and paid for it – we are covering you.
- 3.2.** If you are not the owner of the vehicle, then please note the following in conjunction with the repair process detailed on Page 9, Section 11 of this policy wording:
 - 3.2.1.** We will require authorisation from the owner of the vehicle, before any repairs can start;
 - 3.2.2.** If you do not know who the owner is or have not changed ownership of the vehicle since purchasing it, we will first need to validate your right to make a determination on repairs;
 - 3.2.3.** Any ownership validation may result in a delay with the repair process and/or service levels that we aim to maintain.
- 3.3.** If you have given someone else permission to drive your vehicle while the policy is active, please note that it is a requirement that your phone, being the device connected to the VAAI Data Logger, must be present in the vehicle at the time of accident for a valid claim to be considered. There must be an active connection to the VAAI Data Logger device throughout the period of insurance.
 - 3.3.1.** If someone else drives the vehicle regularly, it is recommended that they use their own phone to purchase cover through the app.
 - 3.3.2.** Please remember that you can still pay for the cover through one of the acceptable payment methods.
- 3.4.** If the driver of your vehicle is a foreign national using a foreign license, it is your duty to ensure that it is vetted with the relevant authorities and that they are officially authorised to drive in South Africa. If not, your cover will not be in force.
- 3.5.** If you are a foreign national taking out insurance via our App please ensure that you are legally allowed to drive in South Africa. If not, your cover will not be in force.



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SECTION 4: WHEN ARE YOU COVERED

- 4.1. You are covered from the moment that you have activated your cover and this is confirmed by VAAI.co either through the App or via a message sent to your phone/device.
 - 4.1.1. This will also require that your VAAI Data Logger device is installed and working/synching with the App.
 - 4.1.2. Please refer to the VAAI Data Logger manual in the installation kit/box. OR
 - 4.1.3. If you are unsure please log in to the VAAI.co App and contact us on our WhatsApp chat function. Once in a chat page please go into the catalogue by clicking on the Catalogue button and you should find it there. Look for installation instructions.
- 4.2. Your cover will start on the date and time that is selected on the app at inception of the cover process.
- 4.3. When you pre-buy cover, cover will automatically start on the day and time selected.
 - 4.3.1. Cover will last for 24 hours from time of purchase;
 - 4.3.2. If you buy cover for more than 24 hours, then your cover will run for each 24 hour period from the time that you required the cover to start, as captured on the application process, through the VAAI App on your phone.
- 4.4. You will only be covered for an accident that occurs while your policy is active **and** your VAAI Data Logger device is connected to your phone at the time of accident. At the end of your cover period, you will get a notification informing you that your cover has ended.

SECTION 5: CONDITIONS FOR COVER

- 5.1. You will only be covered in the event that:
 - 5.1.1. VAAI receives your premiums up front and are up to date;
 - 5.1.2. You follow all the relevant procedures indicated and triggered on your device. We will require clear photos of you, your insured vehicle, its license disc and any other information as requested on our app;



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- 5.1.3. You have inserted and activated your VAAI Data Logger Device. You do this by plugging the device into your vehicle's Kanbus port (Please see Section 4.1.3 above), connecting it to your phone and engaging it with our app. A successful connection is indicated by a green light or notification sent to your phone/device. **This is critical as only when these are successfully connected will your cover be active and in force.**
- 5.1.4. You are logged into the VAAI.co app using the profile that bought the active cover;
- 5.1.5. The relevant mobile device is connected to a mobile network in order to validate all the above. We advise that you always have a minimum of R 2 airtime and 20 Megabytes of mobile data in case you need assistance.
- 5.1.6. You or the authorised driver of your vehicle has a valid driver's license;
- 5.1.7. Your vehicle is roadworthy (e.g. has a valid license disc, working brakes and the tyre tread is at an acceptable standard);
- 5.1.8. You and your insured vehicle are compliant with the provisions of the National Road Traffic Act 93 of 1996 (as amended);

SECTION 6: WHAT YOU ARE NOT COVERED FOR (EXCLUSIONS)

- 6.1. Any pre-existing damage to the insured vehicle;
- 6.2. Scratches and dents that are inconsequential to the insured vehicle's performance or roadworthiness;
- 6.3. Theft, attempted theft or hijacking of the insured vehicle or damage arising therefrom;
- 6.4. A vehicle that has previous substandard repairs or have latent defects that would see them fail an official roadworthy inspection;
- 6.5. Use of the insured vehicle for the transportation of fare paying passengers (e.g. lifts and taxi services);
- 6.6. A vehicle used for legal or illegal drag racing;
- 6.7. Malicious and/or intentional damage;



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- 6.8. Riot or strike damage;
- 6.9. Flood or hail damage;
- 6.10. Fire damages which are unrelated to an accident;
- 6.11. Mechanical or electrical breakdowns;
- 6.12. Third party vehicle damage;
- 6.13. Personal or third party/passenger injuries;
- 6.14. Damage to or loss of personal/passenger/third party property;
- 6.15. Where the insured vehicle is covered under another policy for accident damage;
- 6.16. Damage to any vehicle branding, accessories or modifications that are not standard and included in the value of the vehicle that we are insuring;
- 6.17. Vehicles driven off-road or driving away from public, prepared or graded private road;
- 6.18. Using your vehicle to carry or tow a load that is greater than what the vehicle was designed or licensed for;
- 6.19. While the vehicle is driven by you, or any other person that you gave your permission to, where:
 - 6.19.1. the driver does not have a valid driver's licence;
 - 6.19.2. the driver is under the influence of alcohol or drugs;
 - 6.19.3. the alcohol content in the driver's blood or breath exceeds the legal limit; or
 - 6.19.4. the driver refuses to submit to any test to determine the level of alcohol or drugs in his blood, when requested to do so by the authorities or VAAI. Any test includes a blood test and breathalyser test;
- 6.20. Certain parts of the vehicle that are not covered:
 - 6.20.1. damage to the engine or suspension unless caused by an accident; or
 - 6.20.2. damage to tyres and wheels caused by; potholes, road punctures, cuts and bursts, or by applying brakes unless caused as a direct consequence of or results in an accident;



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- 6.21.** Any resultant loss or damage that was caused because you continued to drive your vehicle after an accident;
- 6.22.** Where the driver of the vehicle leaves the scene of the accident unreasonably;
- 6.23.** Consequential losses or damages suffered as a result of an accident:
- e.g. if an accident occurs on your way to a holiday, we will only cover you for the damaged insured vehicle. We do not cover any losses for missed bus trips, accommodation, vehicle rental or other incidental losses occurred etc.
- 6.24.** All repair and related costs, including storage and towing, should the claim be invalid. These costs will be for your own account;
- 6.25.** An accident as a result of non-compliance with the National Road Traffic Act 93 of 1996 (as amended);
- 6.26.** Claims and losses that are governed by the Road Accident Fund Act 56 of 1996 (as amended).
- 6.27.** If you or anyone acting on your behalf has submitted a false / fraudulent claim. Should this be established, we will report any act of fraud to the South African Police Services and all costs paid for by the Insurer will be claimable against yourself in your personal capacity. Should you fail to repay any costs incurred then we will begin legal procedures to recover these costs.

SECTION 7: HOW TO LODGE A CLAIM

- 7.1.** Log on to the app and click on – Claim – then follow the prompts.
- 7.2.** Remember that a requirement for cover is that the phone with which you purchased your cover is with you, connected to a mobile network, and that the VAAI Data Logger Device and the VAAI App are connected.
- 7.3.** In situations where it is not possible to follow the required procedure or for some reason connection between the device and the app is not possible (e.g. if the phone is damaged in the accident). Please follow this process:
- 7.3.1.** Get a reliable witness, police or security officer to assist you with gathering the essential information to lodge a claim. Please remember to get their contact details as they will then act as a witness.
- 7.3.2.** Please remember that you **MUST** use our service providers to tow, uplift and store your vehicle.



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- 7.3.3. You must notify us and lodge a claim within 48 hours from the time of accident, failing which you will be unable to claim against your policy unless you have a reasonably justifiable reason for non-compliance.

SECTION 8: IS THERE AN EXCESS PAYMENT IN THE EVENT OF AN ACCIDENT?

- 8.1. No excess (first amount payable) is applicable in the event of a claim. However, if you are a regular claimant (more than twice in a twelve month period), VAAI reserves the right to refuse a future request for cover.

SECTION 9: WHAT TO DO IN AN EMERGENCY OR ACCIDENT

- 9.1. Call the local police or ambulance service should you require any of those first. Once there is no danger to you or anyone else around the scene of the accident, *that involves your insured vehicle*, submit your claim via the App (application on your phone) or call us for guidance on how to claim.
- 9.2. The number to call – **010 100 VAAI (2884)**
- 9.3. We will also communicate with your next-of-kin to assist when an accident is detected by our VAAI Data Logger, provided it is connected to the VAAI App and you have sufficient airtime or data available on your mobile device. Please always ensure that these details are included when you activate cover.
- 9.4. The accident must be reported to the authorities and a valid accident report number must be provided from your local SAPS or Municipal Traffic officers.
- 9.5. Where the accident occurred on private property (other than a public road or place), we require an affidavit from at least one other eye-witness detailing their version of events.
- 9.6. It is important to obtain as much information as possible. If you are unable to, please ask someone else to assist. If, due to the accident, this is not possible, we will gather this information from authorities and reports available.
- 9.7. The following information will also be required during the validation of your claim:
- 9.7.1. Parties involved in the accident (name, surname, contact details, identity number)
 - 9.7.2. Owner of the vehicle (if different): Name, surname, contact details, identity number.



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- 9.7.3.** Vehicle: Registration number (license), make, model, colour and insurance details of all other vehicles;
- 9.7.4.** Animals: a photo of any animal involved including identifiable markings it may have that an owner (branding, tags or similar) can use to identify the animal.
- 9.7.5.** Description of the accident (including the date, time, address/location. We also require a drawing or sketch of the accident scene)
- 9.7.6.** Video material, especially if there are witnesses at or on scene that may have been filming when the accident happened (or afterwards).
- 9.7.7.** Photos of skid marks.
- 9.7.8.** Weather conditions – eg. was it rainy, dark, foggy or clear;
- 9.7.9.** Road surface condition – eg. Potholes, slippery, wet or dry etc
- 9.7.10.** Witnesses: Name, surname, contact details, identity number.
- 9.7.11.** Where you suspect any fraudulent or illegal activity contributed to your claim – other driver was drunk or similar – please ensure that you provide this detail in the accident description section at claims stage.

SECTION 10: TOWING PROCESS AND INFORMATION

- 10.1.** Your vehicle will be towed by one of our network partners to the repair shop, or if unable to right away, to a storage facility where after it will be transferred to the repairer.
- 10.2.** Please ensure that only a VAAI approved and vetted tower uplifts/tows/ takes your vehicle from the scene of the accident.
- 10.3.** We will not be held liable for the towing, storage or any incidental costs if you allow a non-vetted towing person/company to take your vehicle from a scene.
 - 10.3.1.** We will pay R1700 for a 40km round trip. If there is a further distance to carry your vehicle we will pay R7.00 per km thereafter which is limited to a distance of 120km and subject to the limit of cover.
 - 10.3.2.** If a vehicle is in a difficult to tow position (rolled, down a cliff etc.) an additional recovery fee will be paid at R350.00 per 30min and subject to the limit of cover.



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- 10.4. Once you submit a claim on the app and a tow is required, we will ensure that one of our towing partners arrives to assist in this process. It is your responsibility to trigger this process by loading a claim on the VAAI App.
- 10.5. Our app will provide full details of the towing partner that is being dispatched to you along with the details of how far they are from you, what type of vehicle etc. is coming to your assistance.

SECTION 11: REPAIRING OF THE INSURED VEHICLE

- 11.1. The insured vehicle can only be repaired by a service provider that is listed within our network of panel beaters and repair shops.
- 11.2. We ensure that any parts replaced or fixed on your vehicle are done to roadworthy and insurer specifications.
- 11.3. We will use branded aftermarket parts, reconditioned, second hand and new OEM (Original Equipment Manufactured) parts where required. The decision on which parts to use is at our discretion.
- 11.4. Our repair partners provide a warranty on all work done for six months from date of repair and six months on parts.
- 11.5. If there are any concerns or queries on any work done through our network, we will assist you in dealing with these.
- 11.6. You can access information on where your vehicle is in the repair process through the VAAI app.
- 11.7. **What happens if your vehicle cannot be repaired (i.e. written off):**
 - 11.7.1. Subject to clause 11.9, where it is assessed that your vehicle cannot be repaired, it will be written off and we will pay you the value that you insured your vehicle for, less any towing or storage costs incurred already.
 - 11.7.2. Please note we take ownership of your damaged, irreparable vehicle.



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11.8. Value of vehicles and insurance value purchased:

11.8.1. Every vehicle has a value that is known in the industry (as per the auto-dealers guide). We base your cover on this value although we do provide flexibility on this if you require it. These steps and process will be shown on the App when you purchase your cover. Our base value that we make use of is the Trade value of your vehicle. The Trade value of a vehicle is the average price that a motor dealership would pay for your car

11.9. When the value that you are insuring your vehicle is more than the trade value:

11.9.1. The VAAI App will default your cover to the trade value of your vehicle. You will be unable to take insurance for a value that exceeds this.

Example – your vehicle's trade value is R40 000 and you will only be able to insure for this value and reflect an appropriate premium for this cover on your policy schedule through the VAAI APP.

11.10. What happens if you insure your vehicle for a value lower than its trade value:

11.10.1. If you choose to underinsure your vehicle. Example – your vehicle is worth R60 000 and you are only choosing to insure it for R40 000 – our limit of indemnity (our total amount payable) will be R40 000 following an accident.

11.10.2. If you underinsure your vehicle and there is a claim – we will provide three settlement options to the owner (subject to the validation of ownership) of the insured vehicle. By agreeing to the terms of this insurance, you warrant that you accept the following options:

11.10.2.1. We will repair your vehicle to the value insured and the balance is then for your own cost to be paid upfront as repairs start; OR

11.10.2.2. We will repair up to the amount insured and then the balance of the repairs will be for your own account; OR

11.10.2.3. If your vehicle is a write-off then we will pay you off for the amount insured and then **VAAI.co will take ownership of this vehicle**, including any extras or modifications done thereto.

To reiterate - If your underinsured vehicle is written off, we will pay the insured amount out and take ownership of your vehicle for its parts and salvage.



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SECTION 12: GENERAL CONDITIONS

12.1. Your Rights

12.1.1. This policy does not give any rights to any person other than you. You may not transfer your rights to benefits payable under this policy to another person. This is also known in law as a cession.

12.1.2. If you try to transfer (cede) the rights to any benefits in this policy to another person, we will not recognise that contract. We will continue our contract with you as if you had not made a contract with someone else.

12.1.3. Once we have paid for a claim, your rights to claim against the party that caused the loss or damage are automatically given to us:

12.1.3.1. You must provide us all information and assistance that we need to claim from the party that we consider responsible for the accident.

12.1.3.2. If you do not allow us to take this action, you may lose all benefits under this policy and you may need to pay back any payment or benefit you received from us.

12.2. We May Recover The Vehicle:

12.2.1. You must allow us to enter the building or grounds where the loss or damage occurred and to take possession of the vehicle. You may not remove or dispose of the vehicle unless agreed by us.

12.2.2. If we make payment for a total loss situation (write off of the vehicle) and recover the vehicle from the repairer afterwards, the vehicle and any proceeds from sale of the vehicle, and/or its parts, will be ours.

12.3. Our Liability

12.3.1. Our liability in terms of this policy is conditional on you, or anyone acting on your behalf, providing us with truthful information and keeping to all the terms and conditions of this policy. Material non-disclosure of information will automatically absolve Insurers from liability.



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12.4. Your Privacy

12.4.1. We respect confidentiality of your personal information. However, it is essential for insurance companies to share claims and underwriting information with outside parties for the fair assessment and underwriting of risks, and to reduce our risk to fraudulent claims.

12.4.2. We may communicate your personal information to other insurance companies, and to our network service providers who assist us in managing your cover and our relationship with you. This will always be done as permitted by the relevant privacy legislation.

12.5. We Will Send Correspondence To You

12.5.1. We will send all relevant correspondence to you via our VAAI App and, where applicable, to your email or phone. We will assume that you have read and understood all communications sent to you unless you inform us otherwise as soon as these are received.

12.6. Currency

12.6.1. Premiums and claims payable under this policy must be paid in South African Rand only.

12.7. Law

12.7.1. The policy will be governed by and interpreted in accordance with South African law in the courts of South Africa

SECTION 13: COMPLAINTS

13.1. Use the app to inform us of your complaint, please provide details thereon including;

13.2. Chat to us via WhatsApp on the VAAI app - click on Contact Us

13.3. Speak to a team leader or manager on 010 100 VAAI

13.4. Email us on help@VAAI.co



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SECTION 14: COMPLAINTS ABOUT HOW THIS POLICY WAS SOLD

14.1. Text or call us, our sales teams and our business is run on trust. We need to build and prove that to you, as our client.

SECTION 15: REJECTED CLAIMS

15.1. If we do not accept a claim, or if you dispute an amount in a claim, you may request us to review our decision. We will only review our decision if you communicate with us around what we have done. Please note that this must come through either our APP or you can send us a written request to review within 60 days of you becoming aware of this or from date of our communicating our decision to you. If you wish to lodge a complaint, please contact us as listed above or email to help@VAAI.co

SECTION 16: COMPLAINING TO THE OMBUD

16.1. In the unlikely event that your concerns are not resolved to your satisfaction, you may contact either the Ombudsman for Short Term Insurance (the watchdog for our industry who will deliberate on this case and make a finding thereon), or the Ombud for Financial Services Providers (FAIS Ombud). The FAIS Ombud will consider complaints around how you were sold this policy or if you are concerned around how we engaged with you.

16.1.1. Ombudsman for Short-Term Insurance:

PO Box 32334, Braamfontein, 2017;

011 726 8900

info@osti.co.za

www.osti.co.za

16.1.2. FAIS Ombud:

Office address: Kasteel Park Office Park, Orange Building, 2nd Floor, 546 Jochemus Street, Erasmus Kloof, Pretoria, 0048

Postal Address: PO Box 74571, Lynwood Ridge, 0040

Telephone: [012 762 5000](tel:0127625000) / [012 470 9080](tel:0124709080)

Sharecall: [086 066 3247](tel:0860663247)



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Fax: 012 348 3447 / 012 470 9097 / 086 764 1422

Email: info@faisombud.co.za

Website: www.faisombud.co.za

Complaints about our service: hestie@faisombud.co.za

Enquiries on status of complaints: enquiries@faisombud.co.za

SECTION 17: CANCELLATION

- 17.1.** As this cover is daily and you pay for a day at a time there is no cooling off period. You will not be refunded any portion of your premium after the cover of your policy period has ended. If you have pre-bought and then do not use cover the money placed into our system is yours and you can call us to start the refund process. You must cancel the policy via the app before the stated start time to qualify for a refund.
- 17.2.** When you request a cancellation of your policy through the VAAI App, we will refund your premium or a pro-rata portion thereof, whichever may apply, within 48 hours after your premium has reflected in our bank account.

SECTION 18: PREMIUM BREAKDOWN

Your premium (together with the latest version of the details of your cover) can be seen on the VAAI App. Your entire schedule and policy details will also be emailed to you. This shows the breakdown of your premium according to our structure. Please always ensure your contact details are up to date – numbers, emails etc...

SECTION 19: PAYMENTS

- 19.1.** Payment is taken upfront for however many days you are paying for. Only once payment reflects in our account and you have confirmation thereof on your App will you be covered. You are covered soon as we get confirmation of successful payment, all images & required information uploaded, the app and Data Logger device are linked.
- 19.2.** If you are having any issues with this please contact us via the app or on this 010 100 VAAI.
- 19.3.** Should we establish that your premium payment transaction was reversed, we reserve our rights in law to fully recover any funds indemnified under your policy.



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SECTION 20: CHANGES TO POLICY WORDING & DOCUMENTS

- 20.1.** As this is a day-to-day policy please always refer to your policy wording as this may change.
- 20.2.** We will always inform clients of these changes where they impact your level of cover.
- 20.3.** You may also adjust your cover each time you purchase cover.

Policy version number 1 – 22 June 2020