

AUTO TOP-UP

TERMS & CONDITIONS

auto  general

Auto Top-Up

Terms & Conditions

This policy provides you with the following benefits:

- Credit Shortfall cover
- Personal Accident cover
- Excess Protector (Optional)
- Instalment protector (Optional)

If a benefit under any of the above sections become redundant, the premium will be adjusted accordingly in order to keep you on cover for the remaining benefits.

The meaning of words

You and your

This is the person in whose name the policy is issued and who is also the registered owner of the insured vehicle.

We and us

This is your insurance company.

Schedule

The part of your insurance policy that lists all the detail of your insured vehicle. This includes the description of the vehicle, the limit of compensation and the premium applicable to your cover. It also includes all the declarations that you have made in order for us to accept the policy.

Excess

This is the first uninsured amount that you must pay once your underlying policy claim has been settled.

Claim

This is your notification to us to demand a benefit that is covered under this policy. We will validate whether such a demand falls within our agreement with you.

Total loss

This is when your vehicle is stolen and not recovered or if your vehicle has been in an accident and is uneconomical to repair.

Accident

For the purpose of the Personal Accident section of this policy, an accident is an unexpected and unintentional event, caused by violent, external and visible means, commonly leading to injury resulting in hospitalisation, disablement or death within 12 months of the event.

Underlying policy

This is your Comprehensive vehicle insurance policy for the same vehicle that is covered by this policy. Only when you submit a claim under your underlying policy, will the benefits under this policy (except for the Personal Accident section) respond.

Your obligations

If you do not fulfil any of the following obligations, your cover may be cancelled, or you may not enjoy cover when you claim.

Your obligations are to:

- ensure that the vehicle on your underlying policy is covered for its market or retail value.
- adhere to all the terms and conditions of this policy as well as those of your underlying policy.
- ensure that your premiums for this policy and your underlying policy is paid on the agreed upon date.

- give us true and complete information.
- comply with all our reasonable requests.
- use all reasonable care and take all reasonable precautions to prevent or minimise loss.
- inform us if any of the policy details or declarations are incorrect or if any of these details or declarations change.
- Inform us if your vehicle is sold or paid off with your financier.
- regularly review the benefits under this policy to ensure that it still caters for your needs.
- tell us anything you have not disclosed, that may be important for us to know in order to accept the policy, or about anything that changes that may be important for us to continue accepting the policy, for example criminal conviction for fraud.

What makes up your Auto Top-Up policy of insurance

The schedule, terms and conditions and the policy wording, together with any correspondence sent to you, as well as any verbal agreements we make, form your policy of insurance. Please ensure that you are familiar with the contents of all the documents and that all the details noted on the schedule are correct in every respect.

Fraud and dishonesty

If you or anyone acting on your behalf submits a claim and any information or documentation relating to any claim is in anyway fraudulent, dishonest, inflated or exaggerated, we will reject the entire claim and cancel your policy retrospectively, from the date on which the incident has been reported, or from the actual incident date, whichever date is the earliest. We reserve the right to take further action if required.

Policy changes and cancellations

We may change or cancel your policy by giving you 31 days' notice. We may give notice verbally, electronically or by post to your last known address. Any change or cancellation that you make will be effective from the time and date as agreed to. Please note that, if you cancel your policy during an insured month, the premium paid for the rest of that month will not be refunded to you. You will however still enjoy cover until the end of the insured month.

Payments

Your policy is a monthly policy and you must make the monthly payment in advance. Your debit order will be deducted on the agreed upon date. We reserve the right to deduct the premium on an alternative date to ensure cover. If your deduction date falls on a Sunday or public holiday, your debit order may be lodged for an earlier date.

Payments not received

If we do not receive the monthly payment for a policy on the deduction date(s) as stated on the schedule, you will not have any cover for the period for which you did not pay. From the second month's due payment, if payment is not made, we will allow a 15-day period of grace for payment, after which we will again lodge for payment. If your premium is not received on your preferred deduction date, an attempt may be made to collect your premium on a more suitable deduction date to keep you covered. If payment is not received for three consecutive months, the policy will be cancelled. If you have instructed your bank to stop your debit order payment, the policy will be cancelled immediately, backdated to the last day of the month for which we have received a premium.

Important time limits

We will only indemnify you for a claim if you:

- inform us and give us full details of your claim within 30 days from the date on which your claim on your underlying policy was settled.
- provide us with any information, proof, documentation and co-operation that we ask for, within 14 days of our request.

How we will indemnify you

If you have a valid claim, we will indemnify you by transferring the money electronically to the same bank account that we use to deduct your monthly premium from. If a claim is submitted under your credit shortfall cover, we will pay the money directly to the finance company. The maximum limit of indemnity under each section of this policy is stated on your schedule.

How to claim

You can submit a claim by dialing the Customer Care number as stated on your schedule, Mondays to Fridays between 07:00 and 18:00 and Saturdays, between 07:00 and 14:00.

Complaints handling procedure

If you have a complaint, or you want to dispute the outcome of a claim, you can do so within 90 days by following the guidelines below:

Contact our Internal Complaints Handling Department on:

Email: disputeresolution@autogen.co.za
Telephone Number: 0860 10 90 59
Postal Address: P.O. Box 11250, Johannesburg, 2000
Physical Address: 1 Telesure Lane, Auto & General Park, Riverglen, Dainfern, 2191

We are committed to ensuring a fair and transparent complaints-handling process and are dedicated to a review process of the highest standard. Should we not be able to resolve the matter to your satisfaction, you will have an additional six months to begin legal proceedings or to contact the relevant Ombudsman. If you do not go ahead with this, all benefits under this policy, in respect of any such claim, will be lost.

If you have a complaint on the advice and intermediary services received, you must lodge a complaint with the FAIS Ombudsman:

Web Address: www.faisombud.co.za
Physical Address: Kasteel Park Office Park, Orange Building, 2nd Floor, 546 Jochemus Street, Erasmus Kloof, Pretoria, 0048

If you have a complaint on the rejection of the claim contact the Ombudsman for Short Term Insurance:

Web Address: www.osti.co.za
Physical Address: 1 Sturdee Avenue, Cnr Bolton and Baker Roads, Rosebank, First Floor, Block B, 2196

Auto Top-Up (Credit shortfall)

Auto Top-Up is a finance shortfall policy. You may claim under this section, if the amount paid out under your underlying policy is less than the amount you still owe to your vehicle financier after the total loss of your vehicle. This benefit will automatically cease if there is no shortfall between the amount payable under your underlying policy and the settlement balance of your credit agreement.

We will indemnify you for:

If your claim has been settled under your underlying policy after a total loss, we will pay the lesser of:

1. The settlement balance of your credit agreement, minus:
 - any amounts refundable to you at the time of the loss, such as, but not limited to vehicle warranty or credit life.
 - any further or additional amounts that were added to the principal debt of your credit agreement after commencement, including penalties and interest charged on late payments.
 - the amount paid out on your underlying insurance claim.
 - any amounts deducted from your underlying claim, like excesses.
 - the value of any benefit paid by your underlying insurance claim which did not form part of your principal debt when the credit agreement commenced, like sound equipment or vehicle accessories.

Or

2. The amount as stated on your schedule.

Excess Protector (Optional)

If your schedule states that you are paying a premium, the Excess Protector will indemnify you for the excess that you must pay under your supporting policy once your total loss claim has been settled.

We will indemnify you for:

We will either pay the full excess amount or the amount stated on your schedule, whichever is the lesser.

Instalment Protector (Optional)

If your schedule states that you are paying a premium, the Instalment Protector will indemnify you for the monthly vehicle instalments that you must pay to your vehicle financier while your total loss claim is being finalised. This benefit will automatically cease when your vehicle has been paid up.

We will indemnify you for:

We will indemnify you for an amount paid towards your instalment between the date that you have submitted your claim on your underlying policy, up to the finalisation date of your claim under this policy. If any of these dates fall during a calendar month, we will calculate the amount due on a pro-rated basis.

The maximum indemnity will be based on your full vehicle instalment or the amount stated on your schedule, whichever is the lesser. The maximum period of indemnity is 2 months.

We will not indemnify you for:

This section applies to your Credit shortfall, Excess Protector and Instalment Protector benefits.

Rejected claims

If your claim under your underlying policy is rejected for whatever reason (except for the benefit covered under the Instalment Protector).

Claims that do not result in a total loss

If your vehicle is found to be economical to repair after it has been in an accident, or after it was stolen and then recovered.

Losses covered by the underlying policy

Any loss covered by your underlying policy.

Dual Insurance

If any benefit that is covered under this section of the policy is also insured by another insurance product or insurer, we will only indemnify you for our portion of the loss.

Third party liability

Any liability to other parties whatsoever.

Contractual liability

Losses arising from any contractual liability

Amounts not included in the original credit agreement

Any sound equipment, vehicle accessories, additional extras, additional amounts, finance charges, settlement penalties, legal cost, arrear instalments or interest charged on arrear payments that did not form part of the original credit agreement.

Refundable amounts

Any amount that is refundable to you in terms of your credit agreement such as, but not limited to credit life premiums, vehicle warranty or instalments.

Amounts deducted from your underlying claim

Any excesses (unless you have selected the Excess Protector benefit), penalties or fees deducted from your underlying insurance claim.

Sasria cover

Any claim that is covered by the South African Special Risks Insurance Association.

Consequential loss

Any consequential loss or damage.

Personal Accident cover

This section provides you with cover in the event of accidental death or total and permanent disability, or for the accidental exposure to HIV.

We will indemnify you for:

Death

Should you die as a result of an accident, we will compensate your nominated beneficiary/ies up to the amount stated on the schedule. Compensation for death will be paid in one lump sum. Payment will be tax-free.

Total permanent disability

Should you suffer disablement as a result of an accident, we will compensate you according to the scale of benefits listed in the table below. If you claim for more than one of the injuries/losses listed below, your total payout amount will be limited to 100% of the insured amount as stated on your schedule.

Compensation for total permanent disability will be paid in one lump sum. Payment will be tax-free.

Disablement	Proportion
Total permanent disablement	100%
Permanent and incurable paralysis of all limbs	100%
Loss of both hands or both feet	100%
Loss of entire sight in both eyes	100%
Permanent loss of hearing in	
• Both ears	75%
• One ear	20%
Permanent and total loss of speech	75%
Loss of one limb, one hand, one foot, or entire sight in one eye	60%
Loss of four fingers on either hand	40%
Loss of thumb	
• Both joints	20%
• One joint	10%
Loss of fingers on either hand	
• Three joints	10%
• Two joints	8%
• One joint	5%

Loss of toes on either foot	
• All, one foot	30%
• Big toe, both joints	10%
• Big toe, one joint	5%
• Other than the big toe (each)	5%

Accidental exposure to HIV

If you have been accidentally exposed to HIV, immediately call the following number: **0861 60 36 03**. You will be directed to the nearest doctor, hospital or clinic where appropriate treatment will be given.

We will assist you if you were accidentally exposed to HIV. Accidental exposure must be attributed to:

- Sexual transmission through assault and/or molestation.
- Blood transfusions and accidental contact with needles.
- Direct contact with bodily fluids of an infected person through incidents such as vehicle accidents.
- Occupational exposure, e.g. in the health-care industry.
- Mother-to-child transmission during pregnancy, at birth and through breastfeeding.

Treatment includes:

- Access to a 24-hour, 365 days a year care centre for HIV/Aids information, advice and counselling.
- Two blood tests and consultations after potential exposure cases.

If you test negative:

- Anti-retroviral treatment will be provided.
- Prophylactic therapy will be provided to prevent possible sexually transmitted infections (STIs).
- You will be monitored over a three-month period and retested.
- If your status remains negative, the file will be closed.

If you test positive:

- You will be given the opportunity to join an HIV/Aids Disease Management Programme (treatment costs will be for your own account or medical aid).
- Lifelong telephonic advice and counselling will be offered to you.

The sexual assault benefit:

If you are sexually assaulted, you have access to the following:

- An unlimited counselling benefit for you and immediate family. You may use **R1 000** of this benefit for alternative therapy, e.g. reflexology, aromatherapy, etc. Please note that any service under this benefit must be provided by a registered practitioner.
- A security benefit of **R2 000** for reasonable security improvements after a sexual assault-related incident. Please note that any service under this benefit must be provided by a recognised company/individual.

Original invoices must accompany all claims for reimbursement.

We will not indemnify you for:

No benefit under the Personal Accident section will be payable for an event that is directly or indirectly a result of, or attributed to:

- Self-inflicted injury.
- Injury due to mental disability.
- Disablement or death as a result of a hazardous pursuit.
- Disablement or death as a result of alcohol or drug abuse.
- Death and permanent disablement as a result of an accident or injury that occurred prior to the commencement of this policy.
- If death or permanent disablement occurs more than 12 months after the insured event.
- Suicide.

- Death or disability that is not the result of an unexpected and unintentional event and not caused by violent, external visible means.
- Death and injury as a result of natural causes.

[Click here for contact numbers](#)



Admin & Claims

0860 10 47 89

Expo-Sure Care Centre

0861 60 36 03

This is not a medical scheme and the cover is not the same as that of a medical scheme.
This policy is not a substitute for a medical scheme membership.

Auto & General Insurance Company Ltd is an authorised non-life insurer and financial services provider.