

PERSONAL ACCIDENT INSURANCE

Introduction

We have designed our Personal Accident Insurance (PAI) to give you peace of mind when driving a Rented Vehicle. You will be covered for accidental death and permanent disability. Once an accident has been reported to us, Our Europ Assistance partners, with their team of medical experts and experienced emergency response teams, ensure that you receive the best treatment available at private hospitals. We want the professionals to take care of you and your family when you need it most!

It is essential that you read this document and fully understand your benefits, obligations and details of what is covered and what is not covered. This document forms the basis of the contract that you have entered into and it is your responsibility to ensure that you are aware of the contents of your Policy.

Operative Clause

In return for the payment of the premium, the Insurer agrees to pay the Benefit as defined herein, for any bodily injury, which results, within 12 months, in the death or disability of the Renter or the Passenger of the rented vehicle arising from an accident occurring whilst the Renter is operating the Rented Vehicle.

Please Note:

1. Cover under this policy is only for the duration of the rental agreement

Definitions

Underwriting Manager: The Real Automobile Finance and Insurance Consulting Company (Pty) Ltd
("Traficc") (Registration no: 2004/017525/07)

Insurer/We/Us/Our: Guardrisk Insurance Company Limited (Registration no: 1992/001639/06)

Insured/Your/You: The Renter or passenger in the rented vehicle (

Intermediary: Zenith Car Rental (Pty) Ltd Registration Number 2019/420358/07 a registered Financial Service Provider, license number 52201

Rental Vehicle: the vehicle hired by the Renter in terms of the rental agreement.

Renter: the person who hires or rents the vehicle.

Repatriation: returning the remains to the country of origin

Description of Benefits

Accidental Death Benefit

In the event of the accidental death of the Insured Person, we will pay toward expenses incurred, up to an amount of R200 000 to a surviving spouse or to the estate of an Insured Person (limited to R30 000 per individual, in respect of minors under the age of 14 and R10 000 per individual in respect of minors under the age of 6) and subject to a total limit of R200,000 per seat belt in respect of any one vehicle or any one incident

Permanent disability benefit

If the Insured Person is permanently disabled resulting directly from car accident, or as a consequence of hijacking or attempted hijacking, the following amounts will be payable, subject the terms and conditions of this policy

(Note: Loss - means loss of use or separation)

Benefit	Maximum up to R200 000
(a) Loss at or above the wrist or ankle of one or more limbs	R200 000
(b) Permanent and total loss of <ul style="list-style-type: none"> • Whole eye • Sight of eye • Sight of eye except perception of light 	R200 000 R100 000 R150 000
(c) Permanent and total loss of hearing <ul style="list-style-type: none"> • Both ears • One ear 	R200 000 R50 000
(d) Permanent and total loss of speech	R200 000
(e) Injuries resulting in permanent total incapacity from following usual occupation or any other occupation for which such person is fitted by knowledge or training	R200 000
(f) Loss of four fingers	R140 000
(g) Loss of thumb <ul style="list-style-type: none"> • Both phalanges • One phalanx 	R50 000 R20 000
(h) Loss of index finger <ul style="list-style-type: none"> • Three phalanges • Two phalanges 	R20 000 R16 000
(i) Loss of any other finger <ul style="list-style-type: none"> • Three phalanges • Two phalanges 	R12 000 R8 000
(j) Loss of metacarpals <ul style="list-style-type: none"> • First or second (additional) • Third, fourth or fifth (additional) 	R6 000 R4 000

(k) Loss of toes	R60 000
• All on one foot	R10 000
• Great, both phalanges	R4 000
• Great, one phalanx	R4 000
• Other than great, if more than one toe lost, each	

Please note: We shall not be liable to pay more than the compensation payable for death plus any compensation payable for medical expenses, for death or disability resulting from an accident or series of accidents arising from one cause in respect of any insured person.

Repatriation

We will also pay, the actual costs of the repatriation of the remains to the country of residence of the Insured Person for a maximum up to R20 000

Medical expenses

We will pay for medical expenses not recoverable from any medical or health scheme which are necessarily incurred (including costs and expenses incurred in emergency transportation or freeing any Insured Person if trapped or bringing such person to a place of safety) subject to a maximum up to R250 000 in respect of any person or all persons in the Rented Vehicle arising from any one incident.

Accident support

We will also provide or assist the Insured Person to obtain:

1. 24-hour medical advice
2. an emergency dispatch of response vehicle or ambulance
3. inter-hospital basic and intensive-care transfers
4. air-ambulance transfers to the dispatch of emergency medicines or blood
5. medical-assisted repatriation to the patient's place of residence
6. help for stranded minors
7. emotional support and counseling.

Travel delay

We will pay up to R5 000 towards transportation or accommodation costs should an Insured Person be stranded after a breakdown or after an accident involving the Rented Vehicle.

Exclusions

What is not covered by Your Policy

1. This policy does not cover death or bodily injury directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.
2. We will not pay any Benefit:
 - a. Arising from accidents that happen outside the Republic of South Africa Botswana, Lesotho, Namibia, Swaziland Angola, Malawi, Mozambique, Zambia and Zimbabwe
 - b. If the Renter or any other driver of the Rental Vehicle is driving under the influence of alcohol or drugs at the time of the accident.
 - c. If the Rental Vehicle is carrying more passengers than it is designed to carry at the time of the accident.
 - d. Unless every person injured submits to a medical examination and is prepared to undergo treatment when reasonably required to do so.

General Conditions

Period of Insurance

The Insured is covered for the duration of the original rental of the rental vehicle, or for any extension to the duration of the rental of the rental vehicle. The Intermediary, in advance of any extension to the duration of cover, has to approve any extension to the original period of cover.

Inception of Cover

Cover incept on the Insured's collection of the rental vehicle and is valid for the number of days for which the rental vehicle was originally booked, or any extension to the rental period as approved, in advance, by the Intermediary.

Termination of Cover

Cover terminates at the end of the original rental period (based on the number of days originally rented) or any agreed extension to the rental period.

Extension of period of Cover

The obligation is on the Insured to ensure that they receive approval, in advance, from the Intermediary prior to any extension to the original rental period. Cover does not extend to any period for which the rental vehicle is not returned by either the original date of return or the extended and agreed date of return.

Premium Payments

If the Insured is a private client, credit card payment is due in advance of the release of the rental vehicle to the Insured, or in advance of any agreed extension to the period of cover.

If the Insured is a corporate client, payment is due monthly in arrears on submission of the monthly invoice to the Insured.

Cooling off Period

The Insured is entitled to cancel this Policy in writing to the Traficc within 14 days after the date of receipt of the Policy documentation or from the reasonably determined date on which the Policy documentation was received. Please note that the Insured may only cancel this Policy within 14 days where no benefit has yet been paid or claimed or the event insured against under this Policy has not yet occurred. All premiums that were paid up to the date that the Traficc receives the written notice of cancellation will be refunded to the Insured, subject to the deduction of the cost of any risk cover the Insured may have enjoyed. The Cooling off Period, and any refund noted under this section, is only applicable to Policies with a cover period exceeding 31 days.

Dual Insurance (Proportionate Contribution to Loss or Damage)

Should the Insured have other policies covering, or partially covering the same event covered by this Policy the Insurer is only liable to contribute a pro-rata proportion of such loss or event.

Other matters of importance

You will be informed of any material changes to the information about the intermediary, insurer and or Traficc

Policy Amendments

This policy may be amended or endorsed by the Insurer by issuing a written endorsement to the Policy and shall apply from the date as advised in the notice given to the Insured.

The Insured may request amendments to the Policy during the period of the Policy. Any such amendments shall be evidenced by the Insurer by issuing an updated Policy to the Insured

Claims Process

In the event of a claim or where assistance is required at any time of the day or night, please call 0800 001 669.

You must report the incident as soon as possible and provide us with all documentation we may require, by email, to : paiclaims@avis.co.za

Complaints

In the event of your claim being rejected and a claim rejection letter being sent to you, you have a period of 90 days in which to make a representation directly to the Insurer.

Should you make a representation within the 90-day period, the Insurer has within 45 days of receiving the representation, to notify you of their final decision after reviewing the representation.

Should you be dissatisfied with the Insurer's decision, you have a period of 6 months in which to institute legal action.

You may lodge a complaint with the Ombudsman for Short Term Insurance on the details below

The Insured's representation must be submitted in writing to:

The Complaints Officer
Guardrisk Insurance Company Limited
Tel: 0860 333 361
Email: complaints@guardrisk.co.za

Or

The Compliance Officer
Guardrisk Insurance Company Limited
Tel: 011 669-1104
Email: compliance@guardrisk.co.za
Alternatively, the Insured may contact:

The Ombudsman for Short-Term Insurance
PO Box 32334
Braamfontein
2017

Tel: 011 726 8900 Fax: 011 726 5501
Info@osti.co.za www.osti.co.za

DISCLOSURE NOTICE

Short-term Insurance Policyholder Protection Rules 2017 (PPRs) Financial Advisory and Intermediary Services Act (FAIS) General Code of Conduct 2003

YOUR INTERMEDIARY

Name: Zenith Car Rental (Pty) Ltd, a registered Financial Service Provider, license number 52201.
Registration Number: 2019/420358/07.
Zenith Car Rental (Pty) Ltd acts as an intermediary for the insurer from which it earns 20% commission of premium.
Physical Address: 20 Sysie Road, Isando, Gauteng, 1601
Postal address: 20 Sysie Road, Isando, Gauteng, 1601
Tel: +27 11 923-3500

Avis Central Reservations
National: +27 861 021 111
International: +27 861 021 111
Preferred Service: +27 861 021 111

Complaints and Customer Service
Tel: +27 800 001 669 / +27 11 387 8432
Email: customerservice@avis.co.za

Compliance officer
Associated Compliance (Pty) Ltd
Tel: +27 11 678 2533 Email: info@associatedcompliance.co.za

YOUR INSURER

Business Name: Guardrisk Insurance Company Limited
Registration number: 1992/001639/06
Physical address: The Marc, Tower 2, 129 Rivonia Road, Sandown, Sandton 2196
Postal address: PO Box 786015, Sandton, 2146
Telephone: +27-11-669-1000
Web: www.guardrisk.co.za
FAIS registration: FSP 75

In terms of the FSP license, Guardrisk Insurance Company Limited, a licenced non-life Insurer, is authorised to give advice and render financial services for products under:

CATEGORY I:

Short-term Insurance: Personal Lines
Short-term Insurance: Commercial Lines

Professional Indemnity and/or Fidelity Cover:
Guardrisk has a Professional Indemnity Cover and a Fidelity Cover in place.

Compliance Details
Telephone: +27-11-669-1104
Email: compliance@guardrisk.co.za
Complaints Details
Telephone: 0860 333 361
Email: complaints@guardrisk.co.za
Website: www.guardrisk.co.za

Conflict of Interest :
Guardrisk Insurance Company Limited has a conflict-of-interest management policy in place which is available to clients on the website.

YOUR ADMININSTATOR/UNDERWRITING MANAGER

Name: The Real Automobile Finance and Insurance Consulting Company (Pty) Ltd ("Traficc")
Physical address: 5th Floor, 80 Strand Street, Cape Town, 8001
Postal address: PO Box 3174, Cape Town, 8000
Telephone: +27-21-425-6996
Website: www.traficc.co.za
FAIS registration (FSP No): 25955
FAIS Categories:

Traficc is authorised to give advice and render financial services in respect of the following products: Long-Term Insurance: Category A, B1, B1-A, B2, B2-A and C. Short-term Insurance: Category I - Personal Lines, Personal Lines A1 and Commercial Lines. In terms of the FSP license Traficc is authorised to render intermediary services in respect of Category IV Assistance Business

Professional Indemnity and/or Fidelity Cover:

Traficc has a Professional Indemnity Cover and a Fidelity Cover in place.

Legal and contractual relationship with the Insurer:

Traficc are Underwriting Managers for Guardrisk Insurance Company Limited (Financial Services Provider no: 75) ("Guardrisk") The Underwriting Manager does not own 10% of the Insurer. However, the Underwriting manager derived more than 30% of its total remuneration over the preceding 12 months from the Insurer.

Compliance Officer:

Compli-Serve SA (Pty) Ltd : **Tel:** +27-861-273-783, **e-mail:** info@compliserve.co.za

Complaints:

You can access our Complaints Resolution Policy at www.traficc.co.za

The Complaints department: **Tel:** +27-861-273-783 or **e-mail:** complaints@traficc.co.za

Any complaints relating to this Policy will be handled by the Underwriting Manager's complaints officer, who can be contacted via the e-mail address or telephone number listed above. The Underwriting Manager's complaints Policy and procedure is available from the Underwriting Manager upon request by contacting the number listed above. If you have any complaints about this Policy which cannot be resolved by the Intermediary or the Underwriting Manager, you may contact Guardrisk's Complaints Officer or contact the relevant regulatory body/ombudsman.

Conflict of interest:

You can access our Conflict of Interest Management Policy at www.traficc.co.za

Policy Wording

A copy of the policy wording can be obtained from admin@traficc.co.za

Remuneration and other income earned: Traficc earns an administration fee of 11.5% (including VAT)

PROCESSING OF PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013

Your privacy is of utmost importance to the Traficc/Insurer. We will take the necessary measures to ensure that any and all information, including Personal Information (as defined in the Protection of Personal Information Act 4 of 2013) provided by you or which is collected from you is processed in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 and further, is stored in a safe and secure manner.

You hereby agree to give honest, accurate and up-to-date Personal Information and to maintain and update such information when necessary.

You accept that your Personal Information collected by the Traficc/Insurer may be used for the following reasons:

1. to establish and verify your identity in terms of the Applicable Laws;
2. to enable the Traficc/Insurer to fulfil its obligations in terms of this Policy;
3. to enable the Traficc/Insurer to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws; and
4. reporting to the relevant Regulatory Authority/Body, in terms of the Applicable Laws.

You acknowledge that any Personal Information supplied to the Traficc/Insurer in terms of this Policy is provided according to the Applicable Laws.

Unless consented to by yourself, the Traficc/Insurer will not sell, exchange, transfer, rent or otherwise make available your Personal Information (such as your name, address, email address, telephone or fax number) to any other parties and you indemnify the Traficc/Insurer from any claims resulting from disclosures made with your consent.

You understand that if the Traficc/Insurer has utilised your Personal Information contrary to the Applicable Laws, you have the right to lodge a complaint with Guardrisk Insurance Company Limited within 10 (ten) days. Should Guardrisk Insurance Company Limited not resolve the complaint to your satisfaction, you have the right to escalate the complaint to the Information Regulator

PERMISSION TO SHARE YOUR INFORMATION

It is vital for insurance companies to share underwriting and claim information to ensure fair assessment for underwriting risk purposes and to mitigate the number of fraudulent claims. You hereby relinquish any right to privacy relating to the insurance information provided and allow for this information to be shared with any other insurance company and the South African Insurance Crime Bureau. This permission will survive the termination of this policy. The Client's or policyholder's/potential policyholder's Personal Information collected by Guardrisk Insurance Company Limited and/or its affiliated third parties including Momentum Metropolitan Holdings Limited, may be used for the following reasons:

1. to establish and verify the identity of the Client/Policyholder in terms of the Applicable Laws;
2. to enable Guardrisk Insurance Company Limited to fulfil its obligations in terms of the Agreement;
3. to enable Guardrisk Insurance Company Limited to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws;
4. reporting to the Financial Intelligence Centre, Financial Sector Conduct Authority and/or the Prudential Authority in terms of the Applicable Laws;
5. at claims stage and in order to validate a claim, obtain information from the South African Police Services (SAPS) in cases where a device has been blacklisted; and
6. to obtain credit information where applicable, from any of the credit bureaus.

TREATING CUSTOMERS FAIRLY

This product has been created to meet the needs of our clients. The Treating Customers Fairly (TCF) framework principles are viewed seriously by the Insurer and all 6 (six) outcomes, as stated below, are practiced at all times. We will, with all our interactions with any customer, endeavour to deliver excellent customer experiences which We will achieve through the ongoing review of all our business practices and analysis of complaints. It is our objective to be fair in our treatment of all consumers and partners and being compliant, in all aspects, of the 6 (six) outcomes of the TCF framework. These outcomes are:

1. You are confident that your fair treatment is key to our culture;
2. Products and services are designed to meet your needs;
3. We will communicate clearly, appropriately and on time;
4. We provide advice which is suitable to your needs and circumstances;
5. Our products and services meet your standards and are of an acceptable level; and
6. There are no barriers to access our service or to lodge any complaints.

IMPORTANT INFORMATION

This insurance is governed by the laws of the Republic of South Africa whose courts shall have jurisdiction in any dispute.

WARNING

Do not sign any blank or partially completed application form.

Complete all forms in ink.

Keep notes of what is said to you and all documents handed to you.

Where applicable, call recordings will be made available to you within 7(seven) days of request.

Don't be pressurised to buy the product.

Failure to provide correct or full relevant information may influence an insurer on any claims arising from your contract of insurance.

WAIVER OF RIGHTS

No Insurer and/or Underwriting manager and/or Intermediary may request or induce in any manner a client to waive any right or benefit conferred on the client by/or in terms of any provisions of the said Code, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.

COMPLAINT ESCALATION

Your intermediary and/or administrator/underwriting manager noted above should always be your first point of contact in the event that you have a query or complaint. Guardrisk is a cell captive insurance company, we partner with other financial service providers to provide our customers with different insurance and risk solutions to suit their specific needs.

If you are dissatisfied with the feedback received from your intermediary and/or your administrator/underwriting manager, or your complaint remains unresolved, feel free to contact Guardrisk's Complaints Officer.

If you still remain dissatisfied after receiving Guardrisk's final response, you have the recourse to contact the relevant ombudsman/regulatory body as per detail noted below:

Particulars of the Short Term Ombudsman (for claims/service related matters)

Postal address: PO Box 32334, Braamfontein, 2017
Telephone: +27-11- 726- 8900
Website: www.osti.co.za
Email: info@osti.co.za

Particulars of the Financial Services Conduct Authority (for market conduct matters)

Postal address: PO Box 35655, Menlo Park, 0102
Telephone: +27-12- 428-8000
Website: www.fsca.co.za
Email: info@fsca.co.za

Particulars of FAIS Ombudsman (for advice/Policy related matters)

Postal Address: PO Box 74571, Lynnwood Ridge, 0040
Telephone: +27- 12- 762- 5000
Share call: +27- 86- 066- 3247
Website: www.faisombud.co.za
Email: info@faisombud.co.za

Particulars of Information Regulator (for personal information breaches)

Postal Address: PO Box 31533, Braamfontein, Johannesburg, 2017
Telephone: +27- 010- 023- 5200
Cellphonenumber: +27- 082- 746- 4173
Website: www.inforegulator.org.za
Email: complaints.IR@justice.gov.za