



Motor Policy Book & Schedule



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Key Contact Details

Services – service@gene.co.zw

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1.1 Definition of Terms

- You/Your/Yours/Yourself means:
 - The Insured named in the Schedule of this Policy.
 - Hire Purchase Company/Lessor if known to us for their respective rights and interests.
- We/us/our/Company means the Insurer.
- Endorsement means any alteration made to this Policy which has been agreed by us in writing.
- Third Party means another person who is involved in an accident who is not the owner or driver of the insured vehicle.
- The Legislation is the Road Traffic Act of Zimbabwe Chapter 13:11 as amended.
- **Schedule:** The document which includes your details and specifies what is covered by your policy as well as the applicable excesses and any further sections you have selected.
- **Excess:** It is the amount, which you contribute towards the agreed cost of each and every claim regardless of who was to blame. The amounts applicable are shown in the schedule.
- **Market Value:** The replacement cost of your car at the time of the loss or damage, taking into account its make, model, specification, age, mileage and condition. This amount will not exceed the value that you last gave to us.

2.1 General Information

What makes up your policy of insurance: Your schedule, terms and conditions, together with any correspondence sent to you, as well as any verbal agreements made, will form your policy of insurance between you and us. Please ensure that you are familiar with the contents of all the documents and that all the details noted on your schedule are correct in every respect.

The cover provided

Third Party Cover: Under this option, you may only claim for the damage you caused to other parties and their property. We will not indemnify you if your vehicle is damaged or stolen.

Comprehensive Cover: Cover loss or damage caused directly by fire, lightning, self-ignition or explosion or by theft to your vehicle.





3.1 Applicable Excesses

APPLICABLE EXCESSES				
	Condition to apply:	Excess Value	Applied on:	Comments
BASIC EXCESS	Total Loss	3%	Of Value (Sum Insured)	
	Partial Loss	10%	Of Loss	
	Outside of Zimbabwe	5%	Of Value (Sum Insured)	
Additional to Basic Excess & Cumulative in case of more than one condition	Driver Under 21 Years	3%	Of Value (Sum Insured)	Added to Basic Excess Above
	Driving Liscenced for less than 60 months	3%	Of Value (Sum Insured)	Added to Basic Excess Above
ACCESSORIES	Sound System	25%	Of Loss	Minimum 1% of Sum Insured
	Stolen Parts/Accessories	25%	Of Loss	Minimum 1% of Sum Insured

4.1 Section B - Claims Procedure

All policies of insurance contain conditions regarding claims procedure which set out the Insured's rights and duties as well as the Insurer's in the event of a claim. It is important therefore to be well acquainted with the action to be taken which is as follows:

1. Please notify our contact centre as soon as is reasonably possible. Ensure that all claims are notified to us within 30 days of any incident which may result in a claim.
 - (ii) You can notify us of your claim by calling us on our call centre number 08677007494
 - (iii) You can notify us of your claim by logging onto our website www.gene.co.zw
2. Please ensure all the required documents are submitted to us in order for a speedy resolution of your claim. The documents include, three quotations for repairs, a Police Report, Driver's liscence.
3. Failure to lodge claims within the specified time (i.e. thirty (30) days) may result in us not honouring your claim.
4. Record details of the other vehicle, the owner/driver, witnesses and if possible draw a plan of the accident scene.





Do's: -

Record details of the other vehicle, the owner/driver, witnesses and if possible draw a plan of the accident scene.

- Notify the Police within twenty-four (24) hours and obtain a copy of the police report.
- As soon as you are aware of any event likely to give rise to a claim, please notify your Insurer.
- You may give instructions for repairs to be carried out without the previous consent of the Insurer to the extent of but not exceeding \$1000 provided that a detailed estimate is first obtained and immediately forwarded to the Insurer.



Don'ts: -

Do not dispose of damaged property or salvage.

- Do not admit guilt or liability if a Third Party is involved. Inform Third Parties that your insurance company is handling the matter. Do not promise settlement to a Third Party without first consulting the Insurer.

Claim Settlement: Subject to the terms of your policy, we have the option to pay, replace or repair (or any combination of these) through a supplier or repairer of our choice.



5.1 A2: Comprehensive

A1: Third Party Liabilities

Liability to other people: You, members of your household and the regular driver are covered for legal liability following a vehicle accident which causes damage to other people's property.

1. If yourself or any member of your family as the driver is legally liable for an accident that caused damage to another party's property, or if a person died or was injured because of the accident, we will indemnify the other party on your behalf for damages, costs and expenses up to the limit specified in the schedule. The accident must have been caused by or be in connection with:
 - a) the vehicle on the policy; or
 - b) a vehicle, motorcycle, trailer or caravan that was towed by the vehicle on the policy; or
 - c) a vehicle that is not on the policy, but that yourself or any member of your family as the driver personally drove, as long as he/she does not own it or has it under a hire or credit agreement.
2. We will also indemnify the other party (excluding passengers in your insured vehicle) for damages, costs and expenses caused by any person who drove or used the vehicle on the policy with your permission, provided that the person will be subject to the terms and conditions of the policy. That person may also not have a claim against an-other policy. That person may not have a claim against another policy, as well as with us.





5.1 A2: Comprehensive

The Vehicle

Vehicle – comprehensive: Under this section you may claim for any accident damage to the vehicle or if it is stolen. The most we will pay for the vehicle is its value stated on the schedule. You may also claim for the damage you caused to other parties and their property.

If parts for the vehicle are not available and it delays the repairs, we will not indemnify you for the inconvenience or money you lose or for any liability you may incur because of the delay.

Vehicle Extras

The sound system: The vehicle's sound system is covered, for richer benefits you need to specify and insure your sound system separately.

Extensions

Contact our claims and service contact centre to get authorisation to enjoy any benefits under this section:

Towing and storage: We will pay the reasonable cost to store or to tow the vehicle to the closest repairer.

Medical costs: If the vehicle is in an accident and any person in it is injured, we will pay for the reasonable medical costs of each injured person up to the limit specified in the schedule.

Legal costs: Following an accident, any legal costs incurred to defend the regular driver will be covered up to the limit specified in the schedule.

Accommodation: If an accident occurs in a remote area where the regular driver's safety is of concern, emergency accommodation costs will be covered up to the limit specified in the schedule.





6.1 A3: Optional Add-Ons

1. **Road Rescue:** Your schedule will indicate if you qualify for our road rescue service in which case we will facilitate for your road rescue following any of the following events:
 - In the event that your car breaks down for any reason (mechanical or accidental), the company will facilitate assistance services to tow your car to the next place of convenience as will be reasonable to the company.
2. **Personal Accident:** In the event that you or any passenger in your car dies, is permanently disabled or is injured, the company will pay a benefit in line with the Personal Accident Schedule.
3. **Hospital CashPlan:** A benefit payable to you in the event that you are hospitalised for each day that you stay in Hospital
4. **Courtesy Car:** We will pay for your courtesy transport to take you to the next place of comfort within Zimbabwe in case your car is not mobile after an accident.

7.1 Section B - General Terms and Conditions

Your schedule will note the usage of your car, it is important that you disclose the correct usage of the car to us. If you give us the incorrect usage of your car, we may not honor your claim. Please inform us immediately if the use of the car changes at any given time.

What you are responsible for as the Insured: -

Repairs and Replacements

The company has the right to determine whether to repair, replace or pay you for any claims. Ensure that any repairs or replacements are done within 6 months of your claim being settled.

Duty to prevent Loss or Damage

Ensure that you take all relevant precautions to prevent or to minimize loss or damage (an example is driving a car after an accident despite warnings or warning lights were otherwise it would have been reasonable to stop, in such case the resultant damage shall not be covered).

Material Changes

Please inform us immediately if there are any material changes to any of the details and information that has a bearing on this policy. If you are unsure of the materiality, speak to any of our service agents on the contact details provided to you.





7.1 Section B - General Terms and Conditions

Payments:

Your policy is valid for the period that you choose (either termly, quarterly, bi-annually or annually) and premiums are payable in advance as they are stated on the schedule.

Payment not received:

If we do not receive the payment for a policy on the scheduled date(s) as stated on the schedule, you will not have any cover for the period for which you did not pay, the policy will be cancelled immediately.

Policy changes and cancellation: We may change or cancel your policy by giving you 30 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 agreed to. Please note that, if you cancel your policy during the course of an insured month, the premium paid for the rest of that month will not be refunded to you.

Reinstatement of interrupted cover: When cover is interrupted because we did not receive your payment, we will contact you and try to get payment. We will then charge a reinstatement fee, in addition to the reinstatement fee,





7.1 Section B - General Terms and Conditions

you must also make a payment for the cover to recommence.

Conditions subsequent to liability

Proof: When you claim, you may be asked to prove ownership and value of the things you claim for.

Contribution: If a claim is also covered by another policy, we will only indemnify you for our portion.

What you pay when you claim – the excess(es): Every time something happens for which you claim, you must pay the basic excess. You must also pay any of the additional excesses on your schedule, on top of the basic excess, where applicable.

Vehicle used in certain countries outside Zimbabwe: When the vehicle is used outside Zimbabwe. We will only indemnify other (third) parties on your behalf, your vehicle will only be covered for only 3 (three months) whilst out of Zimbabwe after which you will only be covered for third party loss or damages.

Disputed claims: - After we inform you of our decision on a claim, we will allow you 90 days to make representations to us about our decision. If you do not comply with this time limit, we will not reconsider the disputed claim. If we do receive representations, the decision will then be reviewed and the outcome communicated to you.

- If, after review, we do not indemnify you for a claim or any part of it and you wish to challenge our decision, you must serve legal process on us within six months calculated from the expiry of the 90-day period referred to above. If you do not comply with this time limit, you will be prevented from proceeding with legal process.

Salvage Disposal

The company reserves the right to the vehicle wreck (salvage). Do not dispose of damaged property or salvage without authorisation from the company.

Deliberate or fraudulent acts

You will not be indemnified for a claim when you or a member of your household, or anybody who acts on your behalf, deliberately causes the loss, damage or injury. You will also not be indemnified if a claim is fraudulent in any way.

Policy cancellations

You may cancel your policy at any time and with immediate effect.

In the event we receive a written or verbal instruction from any person other than you to cancel your policy, we will first contact you telephonically to confirm the validity of the instruction before your policy is cancelled. If we are unable to contact you the policy will remain active.

We may cancel your policy by giving you 30 days notice.





7.1 Section B - General Terms and Conditions

Currency

All sums of money mentioned in the Policy are in United States Dollars (USD) currency reflected on the Schedule attached to this Policy.

Jurisdiction

The indemnity provided by this Policy shall not apply to:

- a) judgements which in the first instance are delivered by or obtained from any court outside Zimbabwe.
- b) Costs and expenses of litigation which are not incurred and recoverable in Zimbabwe.

Arbitration

If any difference shall arise as to the amount to be paid under this Policy liability being otherwise admitted such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be final and a condition precedent to any right of action against us.

Breach of Condition or Warranty

This Policy or any particular Section shall be voidable in the event of the breach of any condition or warranty but only in respect of such Section of this Policy or individual item thereof to which such breach may apply and not to the remainder of the vehicles insured nor to the remaining Sections of the Policy.





8.1 Section C: Exclusions – What is NOT covered

This facility does not cover any loss, damage, liability or injury directly or indirectly arising from any of the following:

War and public disorder: war or war-like acts, military uprisings, usurped power, martial law or state of siege or any other event or cause that determines the proclamation or maintenance of martial law or state of siege, insurrection, rebellion or revolution, civil commotion, labour disturbances or public disorder, mutiny, military rising or usurped power;

Terrorism: any act of terrorism by any person or group, whether acting alone or under instruction

Confiscated property: Property that has been legally detained or confiscated

Pollution or contamination: Pollution, contamination or seepage, radioactive or nuclear material.

Programmes and data: Electronic programmes, data or unlicensed software.

More specifically covered elsewhere: Your insured possessions which are more specifically covered elsewhere

Wear-and-tear and breakdown: any cause that was not sudden and unforeseen gradual deterioration, including rising damp, wear and tear, rust, mildew or fading, depreciation, defective lubrication or lack of oil or coolant, mechanical, electrical or electronic breakdown

Optional cover not automatically included: Where optional cover is available under certain sections it is automatically excluded unless the optional cover was selected and it was included on your schedule.

Plants and animals: Unless otherwise stated elsewhere in this document, damage or injury to plants and animals is not covered.

Existing damage: Any existing damage which occurred prior to the incident or prior to when your cover started.

Deliberate or fraudulent act: You will not be indemnified for a claim when you or a member of your household, or anybody who acts on your behalf, deliberately causes the loss, damage or injury. You will also not be indemnified if a claim is fraudulent in any way.

Nuclear substances: Nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, or from the combustion of nuclear fuel that includes any self-sustaining process of nuclear fission.





8.1 Section C: Exclusions – What is NOT covered

Work stoppage: Stoppage or slowing down of work, a process or operation.

Contractual liability: Any loss arising from any contractual liability.

Consequential loss: Paramount loss or damage, except where it is specifically stated that damage or loss of this nature will be covered.

Illegal activities: Any loss or damage caused by the use of the insured property for, or in connection with, any illegal activity and/or the commission of any crime.

We do not indemnify you for: No licence, under the influence, endorsed licence, or invalid licence

If the vehicle or any other vehicle is being driven by the regular driver or if the vehicle is being driven by any person who has the general consent of the regular driver to drive the vehicle, and if the driver:

- a) is not licensed to drive or drives while under the influence of alcohol or drugs, or while the percentage of alcohol in the driver's blood exceeds the legal limit or when the driver fails a breathalyser test; or
- b) has an endorsed licence, whether the endorsement is displayed on the licence or is on record with the authorities for negligent, reckless or drunken driving, or for driving while the percentage of alcohol in that person's blood exceeds the legal limit.

An unroadworthy vehicle: When the vehicle or the caravan or trailer that it tows is involved in an accident and it is not in a roadworthy condition as defined in the legislation relating to roadworthiness, or when the law or traffic regulations do not allow towing.

Unauthorised use of vehicle: If someone uses the vehicle without your knowledge and consent and you have not laid a criminal charge against him/her with the police within 48 hours. You may also not withdraw the charge.

Property in your possession and that of your household members: If the property in your possession is your property or the property of your household members, or other property that you and your household members have with you/them at the time of the accident unless specified in the schedule.

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9.1 PERSONAL ACCIDENT PAYMENT SCHEDULE

Scale of Benefits	Sum Insured
Death	
Death as a result of an Accident	100%
Disappearance of an Insured Person for a period longer than 24 consecutive months	100%
Death as a direct result of Exposure to the elements of nature	100%
Permanent Total Disablement	
Permanent Total Disablement as a result of an Accident preventing the Insured Person from engaging in or giving attention to his usual occupation for a period exceeding 24 consecutive months and which will in all probability continue for life	100%
Schedule of Permanent Disabilities	
Head	
Aperture unfilled with bone under 3 square centimeters without brain injury	25%
Aperture unfilled with bone over 9 square centimeters without brain injury	75%
Severe paralysis of both upper or lower extremities or one upper and one lower extremity	100%
Moderate paralysis of two extremities producing moderate difficulty in movement with self-care activities.	50%
Slight paralysis affecting one extremity producing slight difficulty with self care activities	20%
Severe mental disorder or severe complex cerebral function disturbance post-traumatic	
psychoneurosis which require aid and attendance as to render an Insured Person permanently unable to perform any work occupation	100%
Moderate mental disorder or moderate brain functional disturbances which limit an Insured Person to the activities of daily living with some directed care or attendance	50%
Mental disorder or disturbance that requires little attendance or aid and which interferes with the working capacity of the Claimant.	20%
Complete and Incurable Insanity	100%
Face	
Severe disfigurement of the face or head that handicaps the Insured Person in securing or retaining employment	80%
Moderate facial disfigurement involving partial ablation of the nose with big scars on face or head	60%
Partial ablation of the nose or partial avulsion of the scalp	3.75%
Complete loss of the power of mastication and speech function	100%
Moderate constriction of the jaw resulting in moderate degree of difficulty in chewing and moderate loss of the power of expression of speech.	50%
Slight disorder of mastication and speech function due to traumatic injuries	10%
Eyes	
Complete and irrecoverable loss of sight in both eyes	100%
Complete and irrecoverable loss of sight in one eye and 50% loss of sight in the other eye	60%
Complete and irrecoverable loss of sight in one eye	40%
50% loss of sight of one eye	20%
Lage pthalmos of one eye	10%
Ectropion of one eye	10%
Ephyphore of one eye	10%
Ptosis of one eye	10%
NOTE: (Snellen scale - used to grade for near and distant vision)	



9.1 PERSONAL ACCIDENT PAYMENT SCHEDULE

Nose and Mouth	
Considerable stricture of the nose (both sides) hindering breathing	15%
Injuries to the palate causing defective speech	20%
Loss of three or more teeth restored by prosthesis	3.75%
Ears	
Complete and irrecoverable loss of hearing in both ears	75%
Complete and irrecoverable loss of hearing in one ear	15%
Partial and irrecoverable loss of hearing in one ear	50%
Loss of both outer ears	35%
Loss of one outer ear	10%
Loss of 1/2 an outer ear	3.75%
Neck	
Such injury to the throat as necessitates the wearing of a tracheal tube	50%
Loss of speech due to injury to the vocal cord	25%
Total stiffness of neck due to fracture or dislocation of the cervical spine	35%
Moderate stiffness or two thirds loss of motion of the neck	20%
Slight stiffness of neck or one third loss of motion	10%
Pelvis	
Fracture of the pelvic rings as to totally incapacitate an Insured Person in performing any occupation	100%
Fracture of the pelvis resulting in deformity and lameness	50%
Chest/Trunk/Spine	
Fracture of four or more ribs with intercostal neuralgia resulting in moderate limitation of chest expansion	25%
Slight limitation of chest expansion due to simple rib fracture without myocitis or intercostal neuralgia	10%
Fracture of the dorsal or lumbar spine resulting in severe or total rigidity of the trunk or total loss of lifting power	50%
Moderate rigidity or two thirds loss of motion of lifting power of the trunk	35%
Slight rigidity or one third loss of motion of lifting power of the trunk	15%
Injury to the spinal cord as to make walking impossible without the aid of a pair of crutches	70%
Injury to the spinal cord as to make walking impossible even with the aid of a pair of crutches	100%
Injury to the spinal cord resulting in incontinence of urine and/ or faeces	100%
Abdomen	
Loss of the spleen	35%
Loss of one kidney	40%
Severe impairment of intra-abdominal organs which requires regular aid and attendance that will prevent an Insured Person seeking any gainful employment.	100%
Moderate disorder of the intra-abdominal organs secondary to trauma resulting in impairment of nutrition, moderate tenderness, nausea, vomiting, constipation or diahorrea	10%
Inguinal hernia secondary to trauma or strain	10%



9.1 PERSONAL ACCIDENT PAYMENT SCHEDULE

Urinary and Genital Organs	
Total loss of penis	40%
Total loss of both testicles	40%
Total loss of one testicle	15%
Scars on the penis or dysfunction of parts of the cadfous body or urethra interfering with erection or markedly affecting coitus	25%
Loss of both breasts	50%
Loss of one breast	15%
Prolapse of the uterus	50%
Great difficulty in urinating	7.5%
Incontinence of urine	20%
Hands	
Total loss of use of both hands or amputation of both hands at wrist joints or above	100%
Amputation of a hand at crop-metacarpal joints	60%
Amputation between wrist and elbow joint	60%
Loss of grasping power for small objects between the fold of the finger of one hand	35%
Loss of grasping power for large objects between fingers of one hand	20%
Loss of opposition between the thumb and tips of the fingers of one hand	25%
Ankylosed wrist in normal position fixation of joint	20%
Ankylosed wrist in position one third flexed or half extended and/or severe limited action of a wrist	15%
Thumbs and Fingers	
Total loss of one thumb including metacarpal bone	40%
Total loss of one thumb	35%
Total loss of one index finger including metacarpal bone	20%
Total loss of one index finger	15%
Total loss of one middle finger including metacarpal bone	15%
Total loss of one middle finger	10%
Total loss of one ring finger including metacarpal bone	10%
Total loss of one ring finger	7.5%
Total loss of one small finger including metacarpal bone	7.5%
Total loss of one small finger	10%
Loss of two or more fingers	15%
Loss of five fingers of one hand	50%
Loss of the thumb, index fingers and any of two or more fingers of the same hand	50%
Loss of the thumb, index finger and any one of the remaining fingers of the same hand	40%
Loss of the thumb and index finger	35%
Loss of three fingers of one hand not including thumb and index finger	25%
Loss of the index finger and any one hand not including thumb and index finger	25%
Loss of two digits of one hand not including thumb and index finger	15%
Loss of ten fingers of both hands	75%



9.1 PERSONAL ACCIDENT PAYMENT SCHEDULE

Shoulder and Arm	
Inability to turn forearm (forearm in normal position - supination) up	15%
Inability to turn forearm (forearm in abnormal position-pronation) down	20%
Disturbance of the normal carrying angle or weakness of an arm or a forearm due to deformity of moderate atrophy of muscles	15%
Stiff elbow at full flexion or extension (one side)	40%
Stiff elbow at right angle flexion	35%
Flail elbow joint fracture	25%
Pseudoarthrosis of the humerus with musculospiral or radial paralysis	50%
Ankylosis of one shoulder, the shoulder blade remaining mobile	25%
Ankylosis of one shoulder, the shoulder blade remaining rigid	35%
Unreduced dislocation of one shoulder	35%
Ruptured biceps or pseudoarthrosis of the humerus	35%
Inability to raise arm more than halfway from horizontal to perpendicular	15%
Ankylosis of the shoulder joint not permitting arm to be raised above shoulder level and/or irreducible fracture of faulty union of collar bone	20%
Total paralysis of both upper extremities	100%
Total paralysis of one upper extremity	75%
Amputation of one upper extremity at or above the elbow	70%
Scar the size of a palm in surface area of one extremity	3.75%
Legs and Toes	
Loss of both feet	100%
Loss of one foot	50%
Loss of toe of either foot : a) all on one foot	15%
b) great - both joints	5%
c) great - one joint	3%
d) other than great - each toe	1%
Fracture of leg or patella with established non - union	10%
Shortening of leg by 5 centimeters	7.5%
Permanent Disability not otherwise provided for under any one of the schedule of permanent disabilities above up to a maximum of	15%



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