BrokerBüddy

Hollard.

INFORMATION PACK

SureBüddy

Motor Only Policy

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Important Information

Important Information About Your Cover

We understand that reading your insurance policy can be tedious and may not be at the top of your list of priorities. So, in this section, we highlight certain things concerning your cover to ensure you can easily find the critical matters in your policy wording. Obviously, we cannot highlight all matters in this section, so we still urge you to read your policy wording.

IMPORTANT: This section is for information purposes only and is not part of your policy wording. It highlights a few aspects of your cover, and you need to read the cover section policy wording for all the details. Remember, ensuring you understand your policy wording is still your responsibility!

General Conditions

(For more information refer to the following: General conditions in the General terms and conditions section, all the sections, as well as in your policy schedule.)

The General Conditions section explains your responsibilities, which apply to this policy. There might also be extra responsibilities that apply; please check the heading Your specific responsibilities in the Vehicle section.

Please ensure that you understand what the conditions for cover are because they might affect your claims. We have the right to reject a claim if you do not adhere to the requirements, so it is crucial that you understand what these are.

You must give us all material information

(For more information refer to: General Conditions in the Your responsibilities section.)

Material information is essential information which can influence our decision whether to accept a risk at inception date, or cover start date, to apply more conditions, or to change your premium. You must give us all material information and tell us within 21 days from the date that any material information changes. Important changes that you must tell us about include:

- If the nominated driver shown in the policy schedule changes.
- If your vehicle is modified from the manufacturer's specifications.
- The vehicle's type of use has been changed.
- The address where your vehicle is usually parked has changed.
- If you have a criminal history.
- If any insurer has ever declined to provide you, or anyone who will be covered under this policy, with cover, cancelled or refused to renew a life insurance or short-term insurance policy.

We have the right either to cancel the policy, let it continue with new terms and conditions and/or change your premium when we become aware of the changes. If we cancel your policy, you will lose your right to claim.

You must be honest

(For more information, refer to: General Conditions in the Your responsibilities section.)

All the information you give us about yourself, your property and your risk profile must be accurate and honest. This will include information about your financial situation (such as insolvency), or the details of the nominated driver of your vehicle. Please ensure you have told us about ALL your previous claims from the past three years because this information affects your premium and might affect how we assess your future claims.

Giving us incorrect information or misrepresenting information could mean that we reject a claim or cancel your policy.

You must have an insurable interest

(For more information, refer to: General Conditions in the Your responsibilities section.)

For an insurance policy to be valid, you must have an insurable interest in all the insured property throughout the period of insurance. For example, a parent does not have insurance interest in their child's vehicle if ALL of the following applies:

- The vehicle is registered in the child's name.
- The vehicle is paid for by the child.
- The child is not financially dependent on the parent.

Monthly premiums

(For more information, refer to: General conditions in the When and how to pay your premium section.)

Monthly premiums are payable by bank debit order.

Your cover won't start until we have received your first premium. If your policy automatically cancels because we did not receive your first premium, and you want to insure your property again, we will treat it as a new policy, and your premium might be different. We may change your premium after a policy change, after a claim or on the renewal date.

If you make a change to your policy which affects your monthly premium, we will amend your monthly debit order with the new premium.

- If the change reduces your monthly premium, we will reduce your next debit order with the portion of the premium we owe you.
- If the change increases your monthly premium, we will increase your next debit order with the portion of the premium you owe us.

Cooling-off period

If an insured event doesn't happen during the first fourteen days after the date you chose for your cover to incept, and you have received the policy documents, you can cancel your cover from the date your cover started. You must tell us within fourteen days of receiving the policy documents, and we will pay back all the premiums you have paid for the cancelled cover.

Claiming under this policy

(For more information, refer to: General conditions in the Claiming under this policy section.)

How to claim

This section tells you everything you need to know about how to claim under this policy. It gives you a step-by-step process regarding what you need to do as well as the associated time frames in the event of a claim.

Proof of ownership and value: It is important to keep proof of ownership for your insured items, such as aftermarket audio equipment, because we will request it when you claim for lost, stolen or badly damaged items. In the event of a claim, we will need a copy of the vehicle's registration document as proof of ownership.

Salvage: Any insured property that we decide is uneconomical to repair, or any lost or stolen property which is found after a claim has been settled, is referred to as salvage. Where possible, we will give you the first option to buy the salvage from us.

How we handle claims in neighbouring countries (repatriation)

(For more information, refer to: Claiming under this policy in the How we may settle your claim section.)

There are several costs that we will not cover if the claim occurs in a neighbouring country. This includes government-imposed duties, customs, charges or stamps. If your insured property is damaged outside of South Africa, you must bring it back to the country or to the nearest border post at your own expense.

Claims – Reduction of additional excesses

(For more information, refer to: Claiming under this policy in the Reduction of the additional excesses section.)

To qualify for a reduction in additional excesses, you have to be 'claims-free' with us for the prescribed period. Your cover must also be uninterrupted for the full 'claims-free' period.

Except for windscreen claims, the 'claims-free' cycle will restart on submission of a claim under any section of this policy.

If we successfully recover the full costs of the claim from the third party or their insurer, there will be no impact on your claims-free group. For example, if you have been with us for more than two years, and you submit your first claim under this policy, we will discount the additional excesses we calculated by 60% with only 40% of the calculated additional excess payable by you.

Please note that the reduction only applies to the additional excesses payable and not the basic excess.

Limits, sum insured and excess

(For more information, refer to: your policy schedule – including the Excess and Limit section.)

Your policy schedule explains what you are covered for and for how much. It includes the Excess and Limit section and endorsements that apply to you. You must read through your policy schedule carefully to understand the extent of your cover.

Limits:

The limit is the most we will pay for a claim. The limit could be the sum insured, or it could be a different amount. The limits for all benefits are set out in the policy schedule.

Sum insured:

The sum insured is the value of an item you asked us to insure, which is stated in the schedule. The sum insured might reduce, for example, the value of your vehicle. We will insure your motor vehicle/s at either Retail value or Agreed value.

Retail value:

- This is the value from the Auto Dealer's Guide published by TransUnion Auto Information Solutions (Pty) Limited, or any similar publication approved by us. It is the price most dealers would be prepared to sell your vehicle for, based on the mileage and condition of the vehicle. Where no provision is made in such publications, the average value given by independent motor industry sources of our choice will be used.
- The retail value includes most of the standard and optional factory-fitted accessories that are listed in the manufacturer's specification.
- In the event of a total loss claim, we will base the claim amount on the retail value as at the date of the claim event, less your excess, plus the following the sums insured of all the accessories listed under **Aftermarket/non-standard accessories/optional accessories** in your policy schedule.

Agreed value:

If your vehicle's value can no longer be determined by reference to the industry authorities, and you have supplied us with written proof of the value of your vehicle, then we may accept that figure and call it the agreed value. The valuation may be obtained from an expert, such as a motor dealer or motor club. All claims will be settled based on this agreed value, provided that you supply an updated valuation at every renewal date of your policy. If you do not, we will use a valuation from an expert, taking into account the condition and mileage of your vehicle.

You are still responsible for ensuring that the sum insured represents the total value of the insured property.

Excesses

The excess is the first amount you must pay when you claim. Your excess amount will be the total of your basic excess and any additional excess amounts that apply to the specific claim. The additional excess amount is capped at R30 000. Please check your policy schedule to see your excess amount and if any additional excesses apply to you.

For example:

- if you have insured your vehicle and the retail value is R150 000, and
- we deem your vehicle uneconomical to repair (vehicle is written-off), and
- you are in an accident at 11:05 pm, where no other vehicle is involved, and
- your claim is within three (3) months of your policy start date, and
- you are unable to provide us with the spare set of keys after your vehicle is written-off, your excess will be as follows:

<table>
<tr><td>Basic excess (Insured event – accidental damage)</td><td>R15 000</td></tr>
<tr><td>Additional cumulative excess (in the event of a write-off)</td><td rowspan="5">R30 000</td></tr>
<tr><td>Additional cumulative excess (non-recoverable claims or claims where a third party is involved)</td></tr>
<tr><td>Additional cumulative excess (loss or damage between 11:00 pm and 05:00 am)</td></tr>
<tr><td>Additional cumulative excess (claims within the first 180 days of the start of the policy)</td></tr>
<tr><td>Additional cumulative excess (in the event of a write-off, the policyholder cannot supply duplicate keys to the vehicle)</td></tr>
<tr><td>Total excess</td><td>R45 000</td></tr>
</table>

Reduced pay-out for Code 3 or SAPVIN vehicles

- If your vehicle is classified on NaTIS (National Traffic Information System) as a SAPVIN vehicle, and it is written-off or stolen, we may reduce your pay-out by a minimum of 30% of the retail value.
- We do not cover code 3 vehicles.

Exclusions

(For more information, refer to: General exclusions – what is not covered section.)

There are certain things we do not cover you for – these are called exclusions. We may reject a claim if the loss or damage was caused by an exclusion or is related to an exclusion.

General exclusions:

These exclusions apply to all the cover sections. The most important general exclusions you must know of are:

- Wear and tear: This means gradual deterioration because of normal usage or the passage of time.
- Mechanical, electrical or electronic breakdown: This means no cover for loss or damage for failures or breakages unless otherwise stated.
- Theft by false pretences: This means no cover for loss or damage if you are tricked into parting with your insured property.
- Insured items covered under guarantee: This means no cover for loss or damage if insured items are covered by any warranty or guarantee, service contract, lease agreement, purchase contract or any other agreement of any type.

Sasria cover

(For more information refer to Sasria cover in the General conditions section. You can refer to the Sasria policy wording at the end of your policy document for a full description of the cover provided and exclusions.)

We do not provide cover against loss or damage caused by special risks such as politically motivated malicious acts, riots, strikes, terrorism, and other public disorders. The insurer that provides cover for these kinds of events in South Africa is Sasria SOC Limited. We collect the Sasria premium and issue Sasria's policy wording on their behalf. Sasria applies in South Africa only, however, cover for vehicles is also provided in Namibia for a period of not more than 60 consecutive days. All claims must be sent to Hollard, and not to Sasria. However, all approved claims will be settled by Sasria, and not by Hollard.

Please note that there are some events that are not covered by Sasria, and it is important to read your Sasria policy wording to understand your cover.

Your vehicle section

Make sure that your policy schedule shows the correct details for the motor vehicle and let us know if anything changes:

- Use of the car – there are three categories of use that you can select from:
  - Private use: social, domestic, pleasure as well as EMERGENCY travel to and from work.

  - **Private and work**: social, domestic, pleasure as well as ALL travel to and from work.
  - **Private, work and business**: social, domestic, pleasure, ALL travel to and from work, as well as TRAVEL FOR BUSINESS or PROFESSIONAL PURPOSES, but excluding travel for commercial purposes (this includes vehicles used as an employee pool-car driven by multiple drivers, as well as if you visit clients with tools, machinery and stock).
- You may not use your vehicle for commercial purposes.
- Address where you usually park the car.
- Parking situation (for example, open carport or locked garage).

Extension of cover for your Vehicle (Motor/Car/Motorcar/ Light delivery vehicle -LDV)

You will be covered up to the limit stated in your schedule for the following extensions:

Theft of spare wheels:

Theft of your spare wheel, fitted to the outside of your vehicle will be covered. The vehicle must have a VESA-approved, or factory-fitted wheel-lock and the spare wheel must be forcibly or violently removed.

Window/Glass:

You will be covered for replacement or repair of glass where there is no other damage to the vehicle.

Towing and storage after an accident/ Towing after mechanical or electrical breakdown:

You are liable for storage costs, and then we will fully refund you the costs you incur, provided that you follow the prescribed protocol by phoning us to arrange for the towing and storage of your vehicle. If you don’t, we will only pay up to the limit in your schedule.

Optional cover

You have to pay an additional premium for the optional cover you buy. Your policy schedule must show the optional cover.

Car hire:

Cover is limited to a maximum of the number of days selected by you or until your claim is finalised.

Aftermarket/non-standard accessories:

If you require additional cover for non-factory-fitted or optional vehicle accessories, we will list the accessories in your schedule and charge an additional premium.

Credit shortfall

If your vehicle is a total loss and you are still paying it off, there might be a difference (shortfall) between your outstanding loan amount on your vehicle finance agreement and the value for which your vehicle is insured.

This benefit covers you for that shortfall, but only up to the limit stated in your policy schedule. There are certain conditions listed in the policy wording that you need to adhere to for the cover to apply.

Your specific responsibilities

Tracking requirements

We will only provide cover if your vehicle is fitted with an approved tracking device, which includes telematics monitoring. The device must be installed and activated within seven (7) days of being insured with us. Please email the certificate to info@brokerbuddy.co.za with your policy number or identity (ID) number.

Other important matters

Unless otherwise specified in your schedule:

Pre-inspection requirement:

A Vehicle Inspection Certificate is required for all second-hand vehicles.

Nominated driver:

Only the persons listed on the schedule may drive the vehicle. There will be no cover if any other person drives the vehicle. Please complete the attached nominated driver questionnaire and send back to info@brokerbuddy.co.za to nominate a driver.

Theft:

All claims involving loss or damage, theft and accidents must be reported to the South African Policy Service (SAPS) within 24 hours.

Contact your broker to notify us of a claim as soon as possible, but not later than 30 days after the event.

Emergency number:

In the event of a vehicle emergency, including tow-in, accidents, locks and keys, call our provider on 086 033 3037 to ensure that the correct services are used.

NOTE:

- If you make use of any other tow-in service, following an accident or mechanical breakdown, the amount stated in the **Limits of Cover and Excess** section will apply.
- Claims for locks and keys are limited as per the amount stated in the **Limits of Cover and Excess** section.
- Any additional cost incurred will be for your own account. All circumstances must be subject to a valid claim. This service is available 24 hours and seven (7) days a week and includes roadside assistance for breakdowns.

Excess Structure

The excess structure is an extract from your policy wording.

Even though we take care not to make mistakes, if this excess structure extract differs from the excess structure in the policy wording, the excess structure contained in the policy schedule will apply. The first amount payable, also referred to as the excess, is the first amount of any claim that is payable by you, the insured.

<table>
<tr><th colspan="2">Motor Only</th></tr>
<tr><td colspan="2">Basic excesses:</td></tr>
<tr><td>Non-glass claims</td><td>R7 500 per event</td></tr>
<tr><td>Glass claims</td><td>20% of claim, minimum R500</td></tr>
<tr><td colspan="2">Your basic excess is double:
• If you have a claim within the first 180 days of the policy start date – the additional cumulative excess also applies.
• If you have a claim in the last 31 days of cover.
• If there is a second non-glass claim in 24 months.</td></tr>
<tr><td colspan="2">Extension of cover</td></tr>
<tr><td>Emergency services expenses</td><td>Nil</td></tr>
<tr><td>Keys and locking systems</td><td rowspan="2">R500</td></tr>
<tr><td>Theft of spare wheels</td></tr>
<tr><td colspan="2">Optional cover</td></tr>
<tr><td>Aftermarket/Non-standard accessories</td><td rowspan="2">20% of claim, minimum R500</td></tr>
<tr><td>Audio accessories</td></tr>
<tr><td colspan="2">Additional cumulative excesses:
These may apply in certain circumstances or when specific events occur. These excesses are payable in addition to your basic excess, and are capped at R30 000.</td></tr>
<tr><td>Single vehicle, total loss accidents, hi-jack or theft of the vehicle or theft or attempt thereat of any part of the vehicle, or malicious damage</td><td rowspan="8">R7 500 per instance</td></tr>
<tr><td>Non-recoverable claims or claims where a third party is involved</td></tr>
<tr><td>Loss or damage between 11:00 pm and 05:00 am</td></tr>
<tr><td>Driver age younger than 26 years</td></tr>
<tr><td>Any driver's licence of five years or less</td></tr>
<tr><td>C1 driver's licence of less than two years</td></tr>
<tr><td>You told us that the vehicle use is Private and at time of claim the use is Private and work or Private, work and business</td></tr>
<tr><td>You told us that the vehicle use is Private and work, and at the time of the claim the use is Private, work and business.</td></tr>
<tr><td>Claims within the first 180 days of the start of the policy</td><td>10% of claim</td></tr>
<tr><td>In the event of a write-off, the policyholder cannot supply duplicate keys to the vehicle</td><td>R5 000</td></tr>
<tr><td>Sound systems other than factory-fitted radios and non-standard accessory claims</td><td>20% of claim, minimum R500</td></tr>
<tr><td>Hail or water damage</td><td>10% of claim, minimum R2 500</td></tr>
</table>

Motor Only
Notes • Non-recoverable claims: The non-recoverable excess applies to claims where a third party is involved and cannot be contacted or found, or where the insurer manages to contact the third party but is unable or unlikely to recover damages from the third party. • Recovery of excess: Your excess, or portion thereof, will be refunded to you if there is a successful recovery of the claim's costs incurred by us. • Where more than one additional excess applies, the excess priority is to apply the excess from the biggest to the smallest when calculating your contribution.

Policy Wording

Introduction

Welcome to Hollard

This policy intends to give you peace of mind that you that you will be covered when an unexpected event negatively affects you or your insured property. You are only covered for the sections you have chosen, as shown in your policy schedule.

We will pay a claim during the period of insurance on the following conditions:

- Your premiums are paid and up to date.
- You give us all the information that affects the risks we insure.
- You keep to all the terms and conditions of this policy.
- No exclusions listed in your policy wording or policy schedule apply to the claim.

The parties to this policy

This policy is a legal contract between Hollard and the policyholder. Only the policyholder has rights under this policy – even though we have defined "you" to include other persons.

- The insurer: 'We', 'us' and 'our' refers to The Hollard Insurance Company Limited (Hollard), registration number 1952/003004/06, a licensed Non-life insurer and an authorised Financial Services Provider.
  - Certain services and functions are performed by our service providers and administrators, as shown in your policy schedule's disclosure section.
  - The words 'we', 'us' and 'our' include our service providers and administrators, even though they are not parties to this policy.
- The policyholder: 'You' and 'your' refer to the policyholder named in your policy schedule who is the owner of this policy. The policyholder can only be a natural person, and the reference to 'you' and 'your' includes that person's partner and members of their family who are financially dependent on them and permanently live at the same address. If applicable, it includes that person's own legal representatives.
- The co-insured: The co-insured refers to another natural person who has an insurable interest in only certain property which is insured under this policy. The co-insured named in your policy schedule is noted for their respective rights and interests applicable, the co-insured is also covered for their personal legal liability.

Your policy is a legal contract

Your policy is a legal contract, which includes the proposal form, the policy schedule and the policy wording. You must read your policy wording and your policy schedule together.

- Make sure you understand what you are covered for, what you are not covered for (referred to as exclusions), and what your responsibilities are.
- Any changes that you make to your policy will only be in place once we have agreed to them and have sent you your new policy schedule.
- This policy wording replaces all previous policy wordings relating to this product sent to you for this cover.
- The policy wording will always be the final determining factor if we have a disagreement around meaning or interpretation.

The proposal form

The proposal form contains the information provided by you when you asked your broker to insure you under this policy.

- It includes the supporting documents that were requested.
- If you make any changes to the policy after the inception date, the written instruction or telephonic conversation (if recorded) we had with you when you made the changes, will also be part of this policy.

The policy wording

The policy wording is this document and includes the general terms and conditions, available cover, as well as the applicable excess and limit.

The policy schedule

The policy schedule is a separate document and is issued with your policy wording. It sets out specific details about the policyholder, the co-insured (if applicable), insured property, premiums, sums insured, limits, excesses and specific information that is not in the policy wording. If you find any errors in your policy schedule, please contact your broker.

Rules on interpretation

South African law applies to this policy and only the courts of South African courts may deal with any dispute regarding this policy.

- The headings in the policy are for reference only and will not affect the meaning of the terms and conditions to which they relate.
- Days refer to ordinary calendar days, including weekends and public holidays.

Our correspondence with you

- We will assume that you have read and received our correspondence if it was sent to the email address provided in your policy schedule, or if it was sent to you via your broker. If you do not keep to the terms of this policy, we can refuse to pay-out or cancel your policy.
- Your broker may also communicate with you using other forms of electronic communication such as SMS notices and WhatsApp messages.
- We are not bound by any changes unless we agreed to them in writing and have included them into this policy by issuing you with a new policy schedule.
- If we take legal action against you, the summons will be delivered to your physical address as shown in your policy schedule.

The privacy of your personal information

We care about the privacy, security and online safety of your personal information and we take our responsibility to protect this information very seriously. Below is a summary of how we deal with your personal information. For a more detailed explanation, please read our official Privacy Notice on our website.

- Processing your personal information: We have to collect and process some of your personal information in order to provide you with our products and services, and also as required by insurance, tax and other legislation.

- Sharing your personal information: We will share your personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about your insurance, claims and premium payments. We do this to assess claims, prevent fraud and conduct surveys.
- Accessing your medical information: We may ask you to undergo any necessary medical testing or examinations. We may also ask you to send us any medical information including the results of any blood testing we need to accurately assess our risk or your claims.
- Protecting your personal information: We take every reasonable precaution to protect your personal information (including information about your activities) from theft, unauthorised access and disruption of services.
- Receiving marketing from us: We will not use your personal information to send you any information about products or offers from Hollard or Hollard's partners. However, we will still send you communications about this product.

Report and prevent fraud

Fraud affects the insurance industry as a whole. It increases claims costs, which in turn increases premiums. Hollard is committed to preventing fraud and we have our own internal Anti-Fraud policy. Please report any suspicious or unethical activity anonymously on 0801 516 170 (toll-free) or via email at Hollard@tip-offs.com.

Additional information

About your broker

Hollard has approved the broker, a financial services provider, to market and sell its products. The broker must provide certain information about themselves as well as about the insurer (see 'We', 'us' and our' above). The broker will maintain your policy, communicate with you and be the contact point between yourself and Hollard for claims or policy changes. The broker will receive commission from Hollard. The commission amount is shown in your policy schedule. We may not cancel your policy merely by informing your broker. We must provide a notice to you as required by law.

About Hollard

Hollard is a licensed non-life insurer and an authorised financial services provider (FSP 17698). Hollard is a public unlisted company and has Professional Indemnity insurance and Fidelity Guarantee insurance in place. Hollard receives your premium and is responsible for your claims. You can contact us at the below contact details:

Postal address:	Physical address:
PO Box 87419 Houghton, 2041	Hollard Villa Arcadia 22 Oxford Road Parktown 2193
Hollard Head Office:	Web:
Tel: 011 351 5000	www.hollard.co.za
Compliance department:	compliance@hollard.co.za

How to complain

We hope that you never have reason to complain, but if you do, there are a couple of options available to you. While you may contact the Ombudsman for Short-term Insurance at any time, we would encourage you to please contact your broker first and follow the five-step process below.

Step 1: Complain to your broker

If you have a complaint about this policy or the service you received from us, please contact your broker to discuss your complaint.

Step 2: Complain to Hollard

Should your complaint not be resolved by your broker, please contact us on our dedicated complaints contact details and we will do our best to find a solution to your complaint. If we do not accept a claim or if you don't agree with the amount of the claim, you may ask us to review our decision within 90 days of the date that you received our decision.

Hollard Insure Complaints Team:	Tel: 011 351 2200 on weekdays between 8 am and 5 pm
The Hollard Insurance Company Limited	Physical address:
PO Box 87419 Houghton, 2041	Hollard Villa Arcadia 22 Oxford Road Parktown 2193
Email	hollardinsurecomplaints@hollard.co.za

Step 3: Complain to Hollard's Internal Adjudicator

If you are still unhappy after you have asked us to review our claims decision, you may email Hollard's Office of the Internal Adjudicator (OIA). The Internal Adjudicator will investigate your complaint objectively.

Email: oia@hollard.co.za	Tel: 011 351 5652 Fax: 011 351 0801

Step 4: Complain to the Ombuds

In the unlikely event that you are still unhappy after following the steps above, you may send your complaint to the following Ombuds, depending on the nature of your complaint.

Complaints on how this policy was sold to you

If you have a complaint about how this policy was sold to you and your complaint is not resolved to your satisfaction by your broker or Hollard, you may contact the FAIS Ombud. You must do so within six months after receipt of the final response to your complaint from your broker or Hollard.

Postal Address	Physical Address
The FAIS Ombud	The FAIS Ombud
PO Box 41	Menlyn Central Office Building
Menlyn Park	125 Dallas Avenue
0063	Waterkloof Glen
	Pretoria
	0010
Tel: 012 470 9080 or 012 762 5000	Email: info@faisombud.co.za
Fax: 011 726 5501	Web: www.faisombud.co.za

Complaints on anything else

The Ombudsman for Short-term Insurance provides a free and speedy complaints resolution process, and you may send your complaint to the Ombudsman at:

Postal Address	
The Ombudsman for Short-term Insurance	
PO Box 32334	
Braamfontein	
2017	
Tel: 011 726 8900	Email: info@osti.co.za
Fax: 011 726 5501	Web: www.osti.co.za

Step 5: Take legal action

You may take legal action against us within 270 days of the date that you received our claims decision. To take legal action, a summons must be served on us. If this is not done in time, you will lose your right to claim and we will no longer be responsible for that claim. You may also choose to take legal action against us without first asking us to review our claims decision or contacting the Ombudsman for Short-term Insurance. If you take legal action against us before contacting the Ombudsman for Short-term Insurance, you can only approach them for assistance after you have withdrawn the summons against us.

General conditions

General definitions

Term	Definition
Accident/accidental damage	A sudden, unforeseen and unintentional event which is caused by mishaps or negligence. For example, a car accident.
Cover start date or transaction date	The date when cover for an item or a benefit starts, as shown in your policy schedule. The cover start date or transaction date for different items or benefits may be different.
Electricity grid failure	An interruption to or suspension of electricity supply, in any manner and from any source, and for any reason (including damage and any inability and/or failure on the part of the supplier) which affects an entire municipality (including local, district, regional or any other level that is created by law) or province or the country at substantially the same time, including any interruption, power surge or suspension at the reconnection or reinstatement of electricity supply.
Insured event	An insured event is an unforeseen incident which happens unexpectedly and unintentionally and may be a single happening or an uninterrupted series of events related to the same cause that results in loss or damage. All benefits under this policy are based on loss or damage caused directly by an insured event during the period of insurance, unless we say differently.
Excess	This is the first amount you must pay towards a claim under this policy. The excess amounts are included in your policy schedule.
Inception date	The date on which your cover under this policy first starts, as shown in your policy schedule.
Insured property	Everything you insure with us, as shown in your policy schedule.
Limit	This is the maximum amount that we will pay for a claim. The limit could be the sum insured, or it could be a lesser amount that we are prepared to cover you for. The limits for all benefits are shown in your policy schedule.
Loadshedding	This is the intentional, total or partial, withholding of electricity supply (from any source) by any party other than the insured, implemented in phases, which do not affect a municipality (including local, district, regional or any other level that is created by law) or province or the country at substantially the same time.
Malicious damage	Damage to your insured property that is caused deliberately and or illegally by another person with no intention of getting any benefit in return.
Partner	A person who is your permanent life partner and who you have lived with for longer than 12 months your spouse or civil union partner.
Period of insurance	Any period for which you have paid an insurance premium. The period of cover commences on the premium collection date and ends one day prior to the next premium collection date.
Premium	The amount that you agreed to pay to us in return for cover under this policy, as shown in your policy schedule.
Premium collection date	The date on which you must pay the premium. The date stated in your policy schedule on which we will debit your bank account.
Renewal date	The date on which we will review your policy every year, as shown in your policy schedule.
Sum insured	The amount that you or your insured property is covered for, as shown in your policy schedule.

Premiums

Your premium is due on your chosen premium collection date and your period of insurance runs from premium collection date and ends one day prior to the next premium collection date.

Your first debit order

Your first debit order may or may not fall on your chosen premium collection date as explained below:

- If your policy start date and your chosen premium collection date are on the same day, then we will debit your account on your premium collection date with your full premium, for cover from your premium collection date to the day before the next month's premium collection date.
- If your policy start date and your chosen premium collection date are not on the same day, then you must pay a pro-rata premium for cover from your policy start date until the day before your premium collection date. We will debit your account with the pro-rata premium within 48 hours of your policy start date.
- If your first debit order fails, this policy will not start, and you will not be covered.

Subsequent debit orders

After your first debit order, we will cover you from your premium collection date to the day before the next month's premium collection date.

Working days only

If your premium collection date falls on a weekend or public holiday, we will debit your bank account on the first working day before or after the weekend or public holiday.

Grace period of 15 days

From the second month of cover, we allow a grace period (extra time) of 15 days for you to pay your premium. We will not pay any valid claims that happen during the grace period unless you pay the outstanding premium within the grace period.

Rejected and stopped debit orders

If a debit order is rejected because of insufficient funds:

- We will notify you that your debit order was rejected.
- We will also contact you or your broker to obtain authorisation for the resubmission of your debit order.
- If we receive authorisation from you for resubmitting your debit order, we will debit your bank account within a few days. If that collection is successful, your policy will continue.
- If we are unable to get hold of you and obtain your authorisation to resubmit your debit order and your premium is unpaid at the end of the grace period, your policy will end at midnight of the day before your last premium collection date.

- If you stop a debit order directly with your bank we will not attempt another collection. Your policy will end at midnight of the day before your last premium collection date.

Changes to your policy

If you make a change to your policy which affects your monthly premium, the following applies:

- Changes effective on your premium collection date: We will amend your monthly debit order with the new premium.
- Changes effective on any other day of the month: Because your cover runs from the premium collection date to the premium collection date, it means that there will be a pro-rata premium due to amend your cover from the effective date of the change until the day before your next premium collection date. We will amend your monthly debit order with the new premium, and we will deal with the pro-rata portion as follows:
  - Reduction to your monthly premium: If the change reduces your monthly premium, we will reduce your next debit order with the portion of the premium we owe you for cover until the day before your premium collection date (the pro-rata premium).
  - Increases to your monthly premium: If the change increases your monthly premium, we will increase your debit order with the portion of the premium you owe us for cover until the day before your premium collection date (the pro rata premium).

If cover ends

If your cover ends because you cancel it, we cancel and void the policy: or if there is a total loss claim, we will pay back that portion of the monthly premium which relates to the period after the date the cover ended. (If we void your policy or any cover within your policy, we will reclaim an amount equal to the claims we paid.)

- We will not pay back any premium if we cancel your cover because of fraud.
- We have the right to keep a small portion of any premium we refund to you, to cover our costs.

When policy conditions change

We will tell you at least 31 days before the effective date of any changes we make as set out below. We will send you an updated policy schedule, policy wording and an explanation of the changes.

We will renew your policy every month on your renewal date

- Premium changes: When we review your premium, we consider several different factors, like your address, claims history, security measures, environmental changes, inflation and changes to your sums insured.
- Limits and excesses: We may also change the limits and excesses that apply to your cover.
- Automatic renewal: Unless you tell us that you want to make changes to our renewal terms, we will automatically renew your policy on the terms shown in the updated policy schedule and policy wording.

We may make changes to your policy

- We may change the terms and conditions of this policy at any time, and not just on your renewal date. A change might affect the sums insured, limits, your premium and excesses.
- If legislation changes, this policy will align with the change, until such time as the policy wording is updated.

You may make changes to your policy

- Any changes may affect your premium. Changes will only be in place once we have agreed to them and have sent you your new policy schedule.
- If we agree to change some policy requirements, it does not mean that we have agreed generally to change all the requirements.

Your responsibilities

You must give us all material information

- Material information is essential information which can influence our decision whether to accept a risk at inception date or cover start date, to apply more conditions or to change your premium. You must give us all material information and tell us within **21 days** from the date that any material information changes.

> Examples of material information: Your insurance claims history, whether or not you have a criminal history, changes to the nominated drivers listed on your policy schedule, or your home address.

- The most important changes you must tell us about are listed below, but there could be others:
  - If your **policy schedule details** are no longer accurate, for example, you change your address.
  - If you have a criminal history.
  - If any insurer has ever declined to provide you, or anyone who will be covered under this policy, with cover, or cancelled or refused to renew a life insurance or short-term insurance policy.
  - **Modifications:** If your vehicle is modified from the manufacturer's specifications, including changes to the engine capacity, suspension or to enhance its performance. We will list the modification in your policy schedule if we agree to cover it. If a modification is not shown in your policy schedule, it is not covered.
  - **Type of use:** You must tell us if your vehicle's type of use changes.
  - **Address:** Changes to the address where your vehicle is usually parked.
- **Driver changes:** If the nominated driver shown in the policy schedule changes, you must tell us. Failure to do this will impact your claim.
- If any of your information is incomplete or incorrect at any time, our decision was based on incorrect information. This means we may not have agreed to cover or continue to cover your property with your current premium, limits or conditions.
- We may cancel your policy from the date that you gave us incorrect information, or since there was a change in the risk that you did not tell us about. If we cancel, you lose your right to claim and we will refund the premiums we received after the cancellation date, less the claims amount we may have paid.

- If we do not cancel your cover, we may then apply special conditions, a reduced sum insured, a reduced limit, an increase in the premium, or a higher excess.

You must be honest

All dealings about this policy must be done honestly and in good faith. If you are involved in fraudulent behaviour, we will cancel your policy from the date of the fraud. You will lose your right to claim and we will not pay back any premiums we have received. We may also take legal steps to recover any expenses from you.

Example: Intentionally giving us false information to reduce your premium or exaggerating the amount of a claim.

You must maintain your property and prevent loss or damage

- You must maintain your insured property and take all reasonable steps to prevent loss or damage, and to minimise the cost of a claim.
- After an event, you must take reasonable steps to protect your property from further loss or damage.
- Do not leave keys to your vehicle at an unsecure place, or with any person who does not share your responsibility for your insured property.
- You must prevent injury to other people and prevent damage to their property.

You must have an insurable interest

For an insurance policy to be valid, you must have an insurable interest in all the insured property throughout the period of insurance. Having an insurable interest in an item means that any loss or damage to the item will cause a financial loss to you. If your insurable interest in your insured property changes, you must tell us.

Example: A parent does not have an insurable interest in their child's vehicle if all of the following applies:

- The vehicle is registered in the child's name.
- The vehicle is paid for by the child.
- The child is not financially dependent on the parent.

Review your sums insured regularly

You are responsible for making sure that the sums insured are enough to cover your insurance needs so that you are not underinsured. To fully cover your insured property, it is important to review the sums insured regularly.

Obey the law

- You must comply with the law at all times, including any by-laws and regulations relevant to your property. Do not use your insured property in connection with any criminal offence. You must also obey the laws of other countries when you are travelling.
- We will not cover loss, damage or liability if you are involved in a criminal act. We may reject a claim and we may ask you to pay back any benefits that we may have paid for that claim and any costs we may have incurred relating to that claim.

You may not transfer your rights to another person

This policy does not give any rights to any person other than the policyholder or the co-insured (where applicable). You may not transfer your rights to benefits payable under this policy to another person. If you try to transfer 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 contracted with someone else.

Claiming under this policy

This section tells you everything you need to know about how to claim under this policy.

How to claim

Step 1: Inform the police within 24 hours

This is particularly important when property has been stolen, a motor accident has occurred, people have been injured or died, or a criminal act is suspected. Take all reasonable steps to recover any stolen property and, where safe to do so, find the guilty person.

Step 2: Tell us right away

Contact your broker to notify us of a claim as soon as possible, but not later than 30 days after the event.

Step 3: Send us the evidence and documents we ask for within the reasonable time that we give you

We typically need the following information, but we may ask for more depending on the details of your claim:

- Full written details of the claim and a description of the damage for which you are claiming.
- Any other documentation we think is necessary to handle the claim (such as the police case number, photographs, receipts, invoices or witness statements).
- Proof of forcible entry or exit (where necessary).
- Details of any other insurance that covers the same claim.

Step 4: Give us proof of ownership and proof of value when we ask for it

- Proof of ownership or value includes documents such as a sales receipt which notes the item's description or code, the price, the date and the place that you bought the item from.
- If we specifically require a valuation certificate, it will be stated in the cover section.
- A copy of the vehicle's registration document as proof of ownership.

Step 5: Send us any further documentation you may receive

Send us any further documentation you may receive immediately (such as a letter of demand or a summons).

Step 6: Allow us to assess the damage

If your insured property is damaged, you must allow us the opportunity to assess the damage. You may not do any of the following until we have given you the go-ahead:

- Abandon or get rid of the damaged insured property.
- Replace the damaged insured property, or have it repaired except for emergency repairs.

If you replace, repair or dispose of the damaged insured property before we have had a chance to assess the damage, we may reject your claim. If we decide to settle your claim, we will only pay you the amount that we would have paid had we repaired or replaced the insured property ourselves.

Step 7: Give us proof of claims preparation costs

- We may ask you to give us extra information or to certify information to support your claim.
- If we confirm this to you and the limit is shown in your policy schedule, we will pay the claim for the reasonable costs you had to pay in getting or certifying this information.
- You must give us proof of these costs before we will pay you back.
- However, we will not pay for the services of a public adjuster. A public adjuster is an independent, professional claims handler that you may hire to help settle a claim on your behalf.

Step 8: Sign an Agreement of Loss (AOL)

You may have to sign an AOL document which includes the settlement details of the claim before we finalise the claim.

If you don’t follow the steps of the claim process

If the above steps are not followed, or you do not send us the information we ask for within the reasonable time we gave you, we may reject your claim.

How we may settle your claim

Total loss claims

- Vehicles younger than nine (9) months: If your vehicle is insured for its retail value, we may choose any of the following methods to settle your claim:
  - Replace: We may replace your vehicle with a new vehicle of the same or similar make, model, and specification.
  - Cash: We may pay the list price of a new vehicle that is the same or similar make, model, and specification (if the same model is not available).
- Vehicles older than nine (9) months: If your vehicle is older than 9 months from its first registration at the date of loss or damage, we may replace your vehicle or we may settle the claim in cash as explained below:
  - Replace: We may replace your vehicle with a used vehicle which is similar to, or better than your vehicle which was stolen or written-off. We will only do this if you agree to it.
  - Cash: We will settle the claim in cash by transferring the money into the bank account we have on record. If your vehicle is still financed, remember that we will first pay the financial institution as previously explained.
- Cover ends after a total loss: Cover for your vehicle ends if it is stolen and not recovered, or if our claims decision is to treat it as a write-off. If your vehicle is written-off, it becomes our property.

Repairable vehicles

- We will use our repairer
  - We will arrange for repairs to be carried out by a qualified repairer. The repairer will repair your vehicle to a condition largely the same as its condition immediately before the event.

  - The quality of the workmanship and the materials used by our repairer are guaranteed for as long as you own the vehicle. This guarantee does not include wear and tear, rust, corrosion or depreciation.
  - If you are concerned about the quality of the repairs to your vehicle, you must tell us and make your vehicle available to us for inspection.
  - We will not pay for any work to your vehicle to correct repairs unless we gave you our permission before the work was done.
- Repairs within a certain time period
  - Repairs must start as soon as possible, but no longer than three months from the date on which we approved the repairs. If you only take your vehicle in for repairs after the three-month period, then we will only pay the amount that we agreed to as of the date of our approval. You will then have to pay the balance.
- Replacement parts we may use
  - If your vehicle is still covered by the manufacturer's warranty, service or motor plan, we will repair your vehicle according to the manufacturer's specifications.
  - If we replace windows, we may use glass which was not produced by the original manufacturer. The glass will meet the South African Bureau of Standards (SABS) safety and quality standards.
  - If any damaged part forms part of a set (for example, side mirrors), we will only pay for the replacement of the actual part that is damaged.
  - If any part or accessory is no longer available from the manufacturer or is not available in South Africa, the following applies:
    - We will pay for the cost of a similar part or accessory that is available in South Africa, or we will pay the last listed price of the part or accessory that is no longer available in South Africa as a standard (ready-made) part.
    - We will also pay for the cost to have the part fitted to your vehicle by our preferred repairer.
    - We are not responsible for any additional costs because of a delay in the supply of parts or accessories.

Do we always use new parts?

- If your vehicle is still covered by the standard manufacturer's warranty we will always use new "Original Equipment Manufacturer" (OEM) parts only. After that, we may use second-hand or alternative parts of a similar age and condition as your vehicle. We may also use new OEM parts or certified parts from other manufacturers.

If a part is not available

- If a part needed for the repair of your vehicle is not available in South Africa as a standard (ready-made) part, we will pay an amount equal to the value of that part. We will also pay all reasonable costs to transport the part up to the limit stated in your policy schedule.

How we handle claims in neighbouring countries (repatriation)

- If your insured property is damaged outside of South Africa, you must bring it back to the country or the nearest border post at your own expense.
- If the vehicle is a write-off and you do not bring it back to South Africa, we will deduct the value of the salvage from your pay-out. The value of the salvage will be the amount we would have received for it in South Africa. You will remain the owner of the salvage and be responsible for complying with any local government requirements.

Reduced pay-out for SAPVIN vehicles

If your vehicle is classified on NaTIS (National Traffic Information System) as a SAPVIN vehicle, and it is written-off or stolen, we may reduce your pay-out by a minimum of 30% of the retail value. When calculating the retail value, we will take into account factors such as the condition and mileage of the vehicle.

A SAPVIN (SA Police Vehicle Identification Number) code vehicle can be allocated only by the Police when a vehicle's VIN number has been tampered with. The VIN number usually starts with AAPV.

Noting the interest of financial institutions

If the insured vehicle is financed, we accept the financial institution's interest in your vehicle, as explained below:

- Accepted claims: We will pay the financial institution first.
  - The financial institution's acceptance of our payment will mean that we have no further responsibility for that portion of your claim.
  - If the claim amount is more than your outstanding loan with the financial institution, we will pay the difference to you.
  - If the claim amount is less than your outstanding loan with the financial institution, we will pay the full claim amount to the financial institution. You will still have to pay the balance of your outstanding loan to the financial institution.
- Rejected claims/Repudiated policies: We will have no responsibility towards the financial institution.

Be aware of your responsibilities on liability claims

- Another person can hold you legally liable for bodily injury, death or damage to their property which was caused by an accident that you are responsible for. This is referred to as a third party liability claim as explained under the Vehicle cover section. You must tell us immediately after you become aware of any action or possible action against you. For example, if you receive a summons from the court.
- You must never do any of the following because it may affect your claim:
  - Never admit guilt, fault, liability, or incur any legal costs without first getting our permission.
  - Never offer or negotiate to pay for the damage or the other person's insurance excess.
- Please read the section called Third party claims for a full explanation of how the liability claims process works and what your responsibilities are.

You must help us with recoveries from third parties

After we have settled a claim, your rights to claim against the person (third party) that caused the loss or damage to your insured property are automatically given to us.

- You may not claim directly from the third party, because you have already claimed from us.
- You must never admit guilt, offer to pay someone else, or accept an offer from anyone else to pay for the damage, or to pay you for your excess.
- You must give us all information and assistance that we need to claim from the third party.

- If you don't comply with the above, it may mean that we cannot claim back the amount of the loss or damage from the third party. You may lose all benefits under this policy and you may need to pay back any payment or benefit you received from us, plus any costs.
- Please read the section called Third party claims for a full explanation of how the third party recoveries claims process works and what your responsibilities are.

Speeding

We will regard the following as evidence that the driver did not adhere to the policy conditions and we will reject your claim:

- If you drive at a speed above the legislated speed limit at any time within the last 30 seconds before the claims incident.
- If you had regularly driven above the speed limit during the trip when the accident or loss occurred.
- You should be extra careful in adverse weather conditions such as rain or if the road has many potholes. Travelling at speeds over what is proper for the conditions, such as wet roads, even if you are within the speed limit, could lead to us rejecting your claim.
- If there is evidence that you have been grossly negligent, even at speeds below the speed limit, we will also reject your claim.

How we calculate the claim settlement amount

The purpose of insurance is to restore you to the financial position you were in before the loss of, or damage to, your insured property. This may be based on:

- replacement value where the pay-out is based on the value of a similar vehicle;
- a pre-agreed sum; or
- any other basis as described in the relevant section, such as the retail value of a vehicle.

How much we pay out is always based on the value of the lost or damaged property, and not the sentimental or other specific value the property may hold for you.

When the sum insured on the schedule is blank

We have not insured you for the defined event or circumstance if, in the policy schedule, the sum insured, limit of indemnity or compensation:

- is left blank
- has no monetary amount stipulated against it
- is reflected as nil
- is not applicable or not covered, or no indemnity is extended.

Requirements to fast-track claims

We use telematics technology, and by accepting the policy, you authorise us to access the data and information obtained from the device fitted in your vehicle.

We can use the information to personalise your cover, including any premium adjustments or changes to the first amounts payable/excesses. All such information will remain confidential between us. It is also beneficial in that:

- The data will allow an accurate assessment of your risk and premiums;

- It may cut our response time, for your benefit, when you are involved in a severe accident;
- We can:
  - Assist in tracking your vehicle if it is stolen or hijacked; or
  - Expedite your claim for finalisation because we can review collision data. The collision data would assist us in fast-tracking your claim if the operation of a vehicle was consistent with the conditions of the policy wording (which requires adherence to the country's laws, such as abiding by speed limits).

The maximum amount we will pay

We will never pay more than the limit or sum insured shown in the policy schedule, less the excess.

How your excess works

Your excess is the first amount that you must pay towards a claim under this policy. The excess for each benefit is listed in the Excess and Limit section of your policy schedule. The following are the different types of excesses which could apply to a claim:

- Basic excess: This is the standard defaulted excess which will apply in the event of a claim.
- Additional excess: This is an extra amount in addition to your basic excess. More than one additional excess can apply in the event of a claim.

The following additional excesses apply:

Additional information: Application of additional excesses	Additional excess
Claims within the first 180 days of the start of the policy	Your basic excess, as described in the relevant section, is doubled.
Second and subsequent claims in 24 months	
Claims in the last 30 days of cover	

Reduction of the excesses

The total amount of the additional excess you must pay towards a claim will be reduced for each consecutive year where you do not claim. Any unpaid premiums will reset the claims-free group and the period will start over.

- The first windscreen claim in any twelve-month period will not affect your claims-free group.
- There will be no impact on your claims-free group if we successfully recover the full costs of the claim from the third party or their insurer.
- Your premiums must be paid every month and be fully paid up to qualify for the reduction in excesses, irrespective of the fact that you might be claims-free.
- The excess reduction does not apply if the driver of the vehicle at the time of the claim is under 26 years of age.

Additional excesses are reduced as follows:

Number of claim-free years	Additional excess rebate
1-year claim free	80% of excess remains payable
2-years claims free	60% of excess remains payable
3- years claims free	40% of excess remains payable
4-years claims free	20% of excess remains payable
5-years claims free	No excess payable

Factors that may affect your claim settlement amount

Your claim settlement may be affected by:

Dual insurance

If you have more than one insurance policy in place that covers the same insured property, the full amount of the claim will be split proportionally between the different policies.

- The cover you have under each policy will determine how we split the claim amount.
- If you claim from us, you may not also claim from the other insurer and if you claim from the other insurer, you may not also claim from us.
- If you claim from us, we may settle your claim in one of the following ways:
  - We may pay the full claim amount to you and recover from the other insurer the part of the claim that they are responsible for.
  - We may pay only our part of the claim to you and arrange with the other insurer to pay their part of the claim directly to you.
  - Whichever option we decide on, we will pay back our portion of the premium for which there was dual cover, up to a maximum of three years before the date of loss.
  - It is the other insurer's responsibility to refund their portion of the premium you paid to them relating to duplicate cover, and you will have to contact the other insurer directly for a refund.

Interest

We do not pay interest on any amount due by us unless ordered to do so by a South African court of law or an agreed arbitrator.

Our responsibility ends after we have paid a claim

Once we have paid a claim, we have met our responsibilities to you under this policy. We will not be responsible for any other costs relating to that claim, except if we recover money from other people as explained under the heading **Third party claims**.

Salvage belongs to us after a claim

Any insured property that we decide is uneconomical to repair, or any lost or stolen property which is found after a claim has been settled, is referred to as salvage. If the accident or loss was in the territory, the salvage belongs to us. Where possible, we will give you the first option to buy the salvage from us at a market-related price.

If you do not agree with our claims decision

Please refer to the process explained under How to complain.

Prescription – expiry of claims

- When a claim prescribes, it means that you have lost your right to claim and we will no longer be legally responsible to pay that claim.
- A claim will prescribe after 12 months from the date of the event, unless any of the following applies:
  - You have referred the claim to the Ombudsman for Short-term Insurance.
  - You have started legal action against us.
  - The claim relates to your legal liability towards another person who is covered under this policy.

General exclusions – what is not covered

You must read these exclusions together with the specific exclusions in each cover section.

Asbestos

We do not cover any legal liability or consequential loss because of the presence of asbestos in any form or quantity. This is because of the hazardous nature of asbestos.

Confiscation or similar acts

We do not cover you for any loss, damage or costs because the police or any other authority legally took possession of your insured property for any period.

Consequential loss

We do not cover further loss or damage that you may suffer as a consequence of an event that is covered under this policy. Consequential loss is not directly caused by an event covered under this policy but is an indirect consequence of the event.

> For example, if your car is in an accident on the way to the airport, we will cover you for the damaged car (if insured under this policy). We will not pay for any loss you may suffer because you missed your flight.

Cyber incidents

We do not cover any kind of loss, damage, liability or costs which are directly caused by a cyber incident. A cyber incident is any of the following which affects the processing, use or operation of any computer, network, backup facility or electronic data:

- Programming or operating errors by any person or persons.
- Unauthorised or malicious acts regardless of the time, place or whether it is a threat or a hoax.
- Malware and similar mechanisms that are specifically designed to disrupt, damage or gain unauthorised access to a computer system or electronic data, such as viruses, worms, Trojans, logic bombs, spyware, ransomware and denial of service attacks.
- Any unintentional failure, however minor, of any computerised system which is not directly caused by physical loss or damage.

Defective design, workmanship and materials

We do not cover loss or damage to insured property because of defective design, defective workmanship or defective materials, including any expenses to correct a fault in the design or construction of the insured property.

Electricity grid failure

We do not cover loss, damage, any amount of any kind, or liability that is caused (in any way) by Electricity grid failure.

- This exclusion also applies to consequential losses in respect of any public utilities that are affected by Electricity grid failure, including but not limited to, the disruption of water, telecommunications and sewage systems. It also applies to other consequential losses, such as the deterioration of any food or other items.
- This exclusion does not apply to loadshedding which remains covered subject to the terms and conditions in your policy.

Gradual deterioration

We do not cover loss or damage caused by gradual deterioration. We specifically do not cover loss or damage caused by any of the following kinds of gradual deterioration:

- Wear and tear from the ordinary day-to-day use of an item.
- Dryness or moisture, exposure to light or extreme temperatures, except if the loss is caused by storm or fire damage.
- Exposure to natural forces such as sunlight.
- A slowly operating cause such as rust, rising damp, corrosion, decay, coastal or river erosion.
- Any cause that was not sudden and unforeseen.
- Lack of maintenance.

Insured property covered under a guarantee

We do not cover loss or damage to insured property that is covered by any warranty or guarantee, service contract, lease agreement, purchase contract or any agreement of any type.

Insured property for sale

There is no cover for movable insured property while it is in the possession of anyone selling it on your behalf. This includes leaving an item at a pawnshop, or even leaving an item unattended with a “For Sale” or similar notice.

Intentional acts

We do not cover liability, loss or damage caused by criminal, dishonest, reckless or intentional acts committed by you, the nominated driver or a co-insured. This includes an event that happens without your or their knowledge or consent.

Liability under agreement

We do not cover liability for something that you could not reasonably be held liable for in the first place. In other words, we do not cover you for anything you are lawfully responsible for in terms of a contract unless you would have been legally responsible if the agreement did not exist.

Losses covered by legislation

We do not cover loss or damage as a result of any event where compensation is provided for by written law in South Africa, or any other country where this policy might apply. For example, in South Africa, it is the Road Accident Fund Act.

Maintenance and similar acts

There is no cover for loss or damage caused by maintenance, servicing, cleaning, dyeing, bleaching, restoring, altering, renovating or repairing.

Mechanical and electrical breakdown

We do not cover loss or damage caused by mechanical, electrical or electronic breakdown, failures or breakages, unless otherwise stated. This includes where a component fails to perform to its intended design specifications.

Mining operations

We do not cover any loss or damage that arises from a mining operation or mining activity, other than an earthquake.

Nuclear events and substances

We do not cover any event related to radioactive or nuclear material in any way.

Operating systems and software

There is no cover for accidental loss of or damage to the operating system and software of electronic devices that is not caused by physical loss or damage to the item.

Outbreaks, pandemics, epidemics and communicable disease

There is no cover for costs, liability, loss or damage relating in any way to the following:

- A declared or classified epidemic or pandemic, including any mutation or variation thereof. This applies regardless of when it was declared or classified.
- A communicable disease or the fear or threat of a communicable disease. This includes any disease which can be transmitted by a substance, agent or organism (such as a virus, bacterium or parasite), and is regardless of the method of transmission (such as airborne or bodily fluid transmissions).

Pollution and contamination

There is no cover for liability, loss or damage caused by or related in any way to pollution or contamination. There is also no cover for the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances. Pollution or contamination means the discharge, release, dispersal, seepage or escape of any solid, liquid, gas, contaminant or pollutant.

For example: Humidity, fumes, smoke, soot, chemicals, acids or waste.

Riot, war, terrorism and similar events

We do not cover any liability, loss or damage related to or caused by war, terrorism, riots, protest actions, public disorder, looting or any attempted act of this kind. In South Africa, these types of events are covered by Sasria SOC Limited. Sasria cover on vehicles is also provided in Namibia for a period of not more than 60 consecutive days. Please refer to the Sasria section for an explanation of your Sasria cover.

Theft by false pretences or scams

We do not cover any loss or damage if you are tricked by any means into parting with your insured property, such as through a scam or theft by false pretences.

Trade and economic sanctions

We cannot provide any cover if that means we would not comply with any international trade or economic sanctions. If we find out that you are subject to such sanctions, we will cancel your policy from the inception date or the date that you become subject to sanctions. We will refund any premiums paid by you and will not pay any claims.

Vermin and domestic animals

We do not cover loss or damage caused by domestic animals that belong to you or anyone living at your risk address. We also do not cover loss or damage caused by vermin. Vermin are animals and insects that can be harmful and are difficult to control when they appear in large numbers. Vermin include moths, rodents, termites or any other animal or insect classified as an invasive species.

Ending cover under this policy

When cover ends

Cover for insured property or for a full cover section, may end in terms of the specific conditions shown in a cover section, or when any of the following applies:

- You no longer have an insurable interest in the insured property.
- You ask us to cancel cover.
- We cancel cover by giving you at least 31 days' written notice. Our notice may include a condition that you must comply with in order to prevent cancellation.

When your policy ends

Your entire policy (the legal contract between Hollard and the policyholder) ends when any of the following events happen:

- You do not pay the premiums due under this policy as explained under the When and how to pay your premiums section.
- You no longer have an insurable interest in any of the insured property under this policy.
- We cancel this policy as shown in the sections Your responsibilities: You must give us all material information and You must be honest.
- The 31-day period for cancelling this policy (as shown below) comes to an end.
- We cancel the policy by giving you at least 31 days' written notice. Our notice may include a condition that you must comply with in order to prevent cancellation.

- You ask us to cancel the policy, which you may do at any time.

Third party claims

This section explains the meaning of third party recoveries and liabilities, as well as how we will treat all third party claims. It is not part of your policy wording and is provided for information purposes only.

The difference between third party recovery and third party liability:

- Third party recovery
  - You, as the innocent policyholder (first party), are covered by the insurer (second party) against the actions of another party (third party), the negligent or responsible party.
  - We will cover you for loss of or damage to your insured property under this policy.
  - If another person caused the loss or damage, we will try to claim back the amount of the damage from that person (third party). There are no guarantees that we will be successful because there are many factors playing a role in the legal process.
- Third party liability
  - You, as the negligent or responsible policyholder (first party), are covered by the insurer (second party) against the actions of another party (third party), the innocent party.
  - We will cover you if you are held legally responsible for causing loss of or damage to another person's property, because of an accident that involved your insured property.

We will take over your rights

- Third party recovery
  - Once we have paid you for a claim, your rights to claim against the third party that caused the loss of or damage to your insured property are automatically given to us.
  - This means that you may not claim directly from the third party, because you have already claimed from us.
  - If you do not allow us to claim from the third party, you may lose all benefits under this policy and you may need to pay back any payment or benefit you received from us.
- Third party liability
  - The basis of third party liability insurance is that you ask us to cover you if you are held legally responsible by another person for causing damage to that person's property.
  - This means that you give us your rights to defend yourself, and we will negotiate with the other person (third party) or that person's insurer.
  - We may also go to court on your behalf if we cannot reach a settlement during the negotiation process.

Third party recovery process

After we have paid you for a claim for the loss of or damage to your insured property, we will assess whether there is a possibility of claiming back the amount of the loss or damage from the third party. We will only consider this if the third party was responsible for causing the loss or damage. We may decide whether we will claim from the third party as explained below.

Your responsibilities

- You must never admit guilt, offer to pay someone else, or accept an offer from anyone else to pay for the damage, or to pay you for your excess.
- You must give us all the information and assistance that we need to claim from the third party.
- If you don't keep to your responsibilities, it may mean that we cannot claim back the amount of the loss or damage from the third party. You may lose all benefits under this policy and you may need to pay back any payment or benefit you received from us, plus any costs.

If we decide to claim from the third party

- We will claim the total amount of the damage, including your excess, from the third party, or the third party's insurer, and we will cover all the legal costs.
- The law allows three years from the date of the accident to claim from the third party. This could be a long process and there are no guarantees that we will be successful.

If we decide not to claim from the third party

- We may also decide not to claim from the third party for any of the following reasons:
  - The amount of full damage or loss is less than what the legal costs would be if we claimed from the third party.
  - In our opinion, we do not have reasonable prospects of success.
  - We cannot trace the third party or you didn't give us the third party's details.
  - The third party is not insured and does not have any income or assets.

When we will pay back your excess

- We will pay you back the amount of your excess if we are successful in recovering the full amount of the loss or damage.
- If we only recover part of the amount of the loss or damage, we will only pay back part of your excess.

When we will not pay back your excess

The excess is the uninsured portion of a claim that you must pay, regardless of whether you are responsible for the accident or not. We will not pay back your excess if we are unsuccessful in claiming from the third party, or if we decide not to claim from the third party. You may then ask us to take back your rights to claim from the third party.

- You may then claim from the third party for your excess.
- You may not claim for any amount that we have already paid to you.
- Claiming from the third party could take a long time, especially if the other person is not insured or does not have any income or assets.
- If the amount of your excess is less than R20 000, then the Small Claims Court is the cheapest and most effective method of claiming your excess from the third party. Please note that the legislated R20 000 minimum amount for claims that The Small Claims Court deals with, may be amended from time to time.

Third party liability process

After we have paid you for a claim for the loss or damage to your vehicle, we will assess whether there is a possibility of a liability action against you. If you are covered for third party liability only, the process starts when you tell us about a possible liability claim. We will consider whether you are responsible for causing the loss or damage. This means that the other person, or that person's insurer, might hold you responsible for the damage to that person's property.

Your responsibilities

- You must never admit guilt, offer to pay someone else, or accept an offer from anyone else to pay for the damage to your property, or to pay you for your excess.
- You must tell us immediately after you become aware of any action or possible action against you, for example if you receive a summons from the court.
- You must not refer any action against you to anyone other than to us. This means you may not contact an independent legal advisor. Only the insurer may deal with any action against you.
- If you don't comply with your responsibilities, it may mean that we cannot represent you in a third party claim. You will then be responsible for paying the amount of the loss or damage to the other person's property, plus any costs.

How we negotiate with the third party or the other insurer

- We will consider whether you are responsible for causing the loss or damage.
- If we do not consider you responsible, we will reject the claim and send a rejection letter to the third party or the other insurer.
- If you are responsible, we will negotiate with the third party or the other insurer. We will attempt to reach a settlement agreement for the amount of the loss or damage to the third party's property.
- If we cannot reach a settlement, or if we receive a summons from the court, we will go to court.
- The law allows three years from the date of the accident for the third party to claim from you.

The excess that you must pay

- The excess is the uninsured portion of a claim that you must pay. There is no option to claim back the excess on a third party liability claim because you are the responsible party.

Third party claims information

You must get as much information as possible, regardless of whether you are responsible for the accident or not. Below is a list of typical information we need, but there could also be other information. Remember, any information that could support your version of the accident is important.

Third party information

- Driver of vehicle: Name, surname, contact details, identity number.
- Owner of vehicle: Name, surname, contact details, identity number.
- Vehicle: Registration number, make, model, colour and details of any other insurance policy that covers the vehicle.

- **Animals:** If an animal was involved in the accident, we need a photo of the animal including anything that identifies the animal as belonging to its owner (if possible).

Photos and description of the accident

- Photos of the accident scene and surrounds will be useful to reconstruct the accident.
- Video material, if anyone happens to take a video of the accident.
- Photos and measurements of skid marks (if possible).
- A detailed sketch of the accident scene.
- A written description of how the accident happened.

Accident information

- Date and time.
- **Visibility:** For example, was it raining, dark or foggy?
- **Road surface condition:** For example, slippery.
- **Potholes:** GPS coordinates, landmark references, physical address.
- **Witnesses:** Name, surname, contact details, identity number.

When we will communicate with you

We will keep you updated on the progress of your claim at all important decision points.

Third party recovery

- When we have received a claim for a possible recovery.
- After a settlement has been negotiated.
- When we decide not to continue with the claim, including the reason (if applicable).
- At finalisation of the recovery claim against the third party.

Third party liability

- When we have received a claim for a liability action.
- After a settlement has been negotiated.
- At finalisation of the liability claim against you.

Sasria cover

You can take out insurance for the special risks mentioned below. Please refer to the Sasria policy wording at the end of your policy document for a full description of the cover provided and exclusions.

Terrorism, riots, strikes and other protest actions

- Insurance companies do not provide cover against loss or damage caused by special risks such as politically motivated malicious acts, riots, strikes, terrorism and public disorders. The insurer that provides cover for these kinds of events in South Africa is Sasria. Sasria SOC Limited (Reg. No. 1979/000287/30) is a licensed Non-Life Insurer and an authorised Financial Services Provider. Hollard performs intermediary services and collects the Sasria premium. Hollard also issues Sasria's policy wording on behalf of Sasria and receives a fee in return for performing this function.
- We collect the Sasria premium and issue Saria's policy wording on behalf of Sasria.
- Sasria applies in South Africa only, however, cover on vehicles is also provided in Namibia for a period of not more than 60 consecutive days.
- Please note that there are some events that are not covered. You must read your Sasria policy wording to understand your cover.
- Your policy schedule shows the amount of your Sasria premium, as well as exactly which cover sections include Sasria cover.

How to claim

- You must report any protest action that puts your property at risk to the South African Police Service (SAPS) as soon as possible.
- All claims must be sent to Hollard, and not to Sasria. However, all approved claims will be settled by Sasria, and not by Hollard. Any insured property that Sasria decides is uneconomical to repair, or any lost or stolen property which is found after a claim has been settled, is referred to as salvage. Salvage is Sasria's property and they may sell it to cover their claims cost.
  - Step 1: You must report any protest action that puts your insured property at risk, to the South African Police as soon as possible.
  - Step 2: Notify us of a claim as soon as possible after the event. We will tell you exactly what we need from you to process your claim.

Sasria's contact details

Postal address:	Sasria SOC Limited, PO Box 653367, Benmore, 2010
Physical address:	Sasria SOC Limited, 36 Fricker Road, Illovo, Sandton, 2196
Telephone:	011 214 0800 or 0861 727 742
Fax:	011 447 8630
Compliance officer:	Mr. Mziwoxolo Mavuso
Email address:	contactus@sasria.co.za
Web:	www.sasria.co.za

Vehicles section

Term	Definition
Aftermarket/non-standard accessories/ optional accessories.	Aftermarket accessories are those items not fitted by the manufacturer during the production of the vehicle. These accessories will include: • Optional or additional accessories fitted to the vehicle before you or a previous owner took delivery of the vehicle; or • An accessory fitted to the vehicle before you or a previous owner took delivery of the vehicle. TransUnion or any similar publication we approve does not include the aftermarket/non-standard accessories' value in the vehicle's retail value. To cover these items, you must insure them separately.
Approved repairer	A service provider is a repairer we approve to repair vehicles on our behalf.
Border letter	A border letter is a letter we issue to you when travelling to neighbouring countries, proving that your vehicle is insured.
Driver/Nominated driver	The policy owner or a person nominated by you, and accepted by us to drive the vehicle insured under the policy. Only drivers listed in the policy schedule are insured.
Excluded	Where we do not provide cover.
Factory-fitted accessories	Factory-fitted accessories are standard items fitted by the manufacturer during vehicle production and included in the manufacturer's specification. It excludes the value of factory-fitted optional accessories that you paid for in addition to the vehicle's list price. TransUnion or any similar publication approved by us provides for the value of these accessories in the retail value they supply. For example, the standard sound system built into the vehicle's dash is a factory-fitted accessory. However, if you upgrade the sound system to a better one than what comes standard with the vehicle, you must specify this separately to be covered, as we regard this as an optional extra.
Included	Where we provide cover.
Motor/Car/Motorcar/ LDV	A sedan, hatchback, sports back, station wagon, 4x4 and 2x4 single or double cab pickup vehicle, bakkie/light delivery vehicle (LDV), sports delivery vehicle (SUV) or minibus registered in the private individual's name, and which weighs less than 3 500 kg
Modifications	Modifications include, among other things: • changes to the appearance of the vehicle; • the performance of your vehicle (wheels, suspension, bodywork and engine); or • adding aftermarket/non-standard accessories.
Territory	South Africa
Salvage	We will sell your vehicle as salvage if we write it off. The salvage value is the reasonable market value of the vehicle we sell as salvage. The salvage is payable to us and is used to defray some of the cost of the claim. If you do not repatriate the salvage when travelling outside South Africa, the salvage remains your property.
Vehicle	The term 'vehicle' only refers to a Motor/Car/Motorcar/LDV (as defined) and which is the vehicle registered in your name under eNaTIS and described in your policy schedule.
You	You and any person nominated as a driver in this policy.

Conditions of use of your vehicle

This insurance policy carefully defines how you may use your vehicle for the cover to be valid. There are three categories of use:

- Private: Private use (social, domestic, pleasure), as well as emergency travel to and from work.
- Private and work: Private use (social, domestic, pleasure), as well as all travel to and from work.
- Private, work and business: Private use (social, domestic, pleasure), all travel to and from work, as well as travel for business or professional purposes excluding travel for commercial purposes.

If the use of the vehicle changes during the life of the policy, and you forget to update us of the new use, you will have to pay an additional excess, as shown in your policy schedule. For example, in the following scenarios:

- You told us that the vehicle use is Private and at the time of the claim the use is Private and work, or Private, work and business.
- You told us that the vehicle use is Private and work, and at the time of the claim the use is Private, work and business.

If you were dishonest or intentionally misrepresented the facts, your claim will be rejected.

Business travel or commercial travel?

When you use your vehicle for business such as visiting clients without carrying tools, machinery and stock it qualifies as business use.

You are allowed to carry small samples of the stock you trade in such as Tupperware©, carpets or materials. If, however, you use your vehicle to load machinery (such as generators or lawnmowers), tools (such as for plumbing or carpentry, etc.) or stock (such as copper pipes, wood, bricks, cement, etc.) for a job or project, then that is commercial travel and not covered under this policy. If your vehicle is available as an employee pool-car and can be used by multiple drivers, it is commercial travel and not covered under this policy.

Your vehicle may not be used for any e-hailing/taxi/shuttle services.

The sum insured

The sum insured is the maximum amount we will pay if your vehicle is a total loss. You may insure your vehicle for its retail value, or an agreed value, as shown in your policy schedule.

Retail value

- This is the value from the Auto Dealer's Guide published by TransUnion Auto Information Solutions (Pty) Limited, or any similar publication approved by us. It is the price most dealers would be prepared to sell your vehicle for, based on the mileage and condition of the vehicle. Where no provision is made in such publications, the average value given by independent motor industry sources of our choice will be used.
- The retail value includes most of the standard and optional factory-fitted accessories that are listed in the manufacturer's specification.
- In the event of a total loss claim, we will base the claim amount on the retail value as at the date of the claim event, less your excess, plus the following:
  - The sums insured of all the accessories listed under aftermarket/non-standard accessories/optional accessories in your policy schedule.

Agreed value

If your vehicle's value can no longer be determined by reference to the industry authorities, and you have supplied us with written proof of the value of your vehicle, then we may accept that figure and call it the agreed value. The valuation may be obtained from an expert, such as a motor dealer or motor club. All claims will be settled based on this agreed value, provided you supply an updated valuation at every renewal date of your policy. If you do not, we will use a valuation from an expert, taking into account the condition and mileage of your vehicle.

Check your policy schedule now to see whether we have agreed on a value for your vehicle.

Where we cover your vehicle

We will cover your vehicle within the borders of South Africa and while you are travelling in the following countries, provided that you obtained a border letter from us: Angola, Botswana, Kenya, Lesotho, Malawi, Mozambique, Namibia, eSwatini, Tanzania, Uganda, Zambia and Zimbabwe. The following conditions apply:

- We will cover you for a total of 90 days per year while you are travelling outside of South Africa in the abovementioned countries.
- Your cover outside of South Africa also includes cover for third party liability, but certain countries are excluded and there are special conditions as explained under the **Third party liability** cover heading.

Cover of your vehicle

We cover you for loss or damage for the insured events listed below. We have also highlighted what will not be covered. These exclusions are in addition to the general and section-specific exclusions.

Our liability under this policy will not exceed the amount indicated in the **Limits of Cover and Excess** section for all the events/circumstances/cover described below. It may, in certain circumstances, be less.

Cover type options for your vehicle:

- Comprehensive cover
  - We will cover you for accidental loss or damage to the insured vehicle from any accidental cause, as well as any resulting liability to third parties.
- Third party, fire and theft
  - We will cover you for accidental loss or damage to the insured vehicle caused by fire, theft, attempted theft and for third party liability.
- Third party liability only
  - Only the vehicle or property of the third party is covered for the loss or damage caused by the insured vehicle.

Cover type			
Description	Comprehensive cover	Third party, fire and theft cover	Third party liability cover only
Insured events			
Fire and floods	Included	Included	Not available
Own damage	Included	Not available	Not available
Theft and attempted theft	Included	Included	Not available
Third party liability cover	Included	Included	Included
Extensions of cover			
Emergency services expenses	Included	Included	Not available
Keys and locking systems	Included	Included	Not available
Theft of spare wheels	Included	Included	Not available
Window/Glass	Included	Not available	Not available
Towing	Included	Included	Not available
Storage	Included	Included	Not available

Note: The extensions of cover are subject to a valid claim following an insured event depending on the cover type you have selected, i.e. Comprehensive, Third party, fire and theft or Third party liability cover only.

Insured events

You are covered for the following events, provided that your premiums are fully paid:

The exclusions listed below are in addition to the **General exclusions – what is not covered** in the **General conditions** section and **Exclusions** in the **Vehicle** section. Cover is subject to the terms and conditions of the policy.

Fire and Floods

Included cover	Excluded cover
We cover you for loss or damage to your vehicle following: • Fire • Floods/Hail • Lightning	

Own Damage

Included cover	Excluded cover
We cover you for accidental loss or damage to your vehicle.	There is no cover for glass and windows under this clause unless there is other damage to the vehicle. If there is no damage to other parts of the vehicle and there is loss or damage to glass or windows, we provide the cover under the Window/glass benefit.

Theft and Attempted Theft

Included cover	Excluded cover
We cover you for loss or damage to your vehicle following theft and/or attempted theft.	Theft of your vehicle spares that are not fitted to your vehicle.

Third party liability cover

Included cover	Excluded cover
If you are in a vehicle accident that directly results in you becoming legally liable to compensate a third party.	Please refer to the cover section **Liability to third parties**.

Extension of Cover for your vehicle

The Extension of Cover requires the occurrence of an insured event. If an insured event took place, we extend the cover we provide to include the following:

Emergency Services

Event and/or Cover included	Events and/or Cover excluded
We will pay for the costs charged by emergency services providers, such as the fire brigade, that must be called in to respond to an insured event.	We do not cover towing and storage costs under this extension of your cover. This will be covered under the Towing costs and storage benefit.

Keys and Locking Systems

Event and/or Cover included	Events and/or Cover excluded
• We cover the cost of replacing locks, locking systems, immobiliser/alarm systems, keys (with or without microchips or any electronic or sensory enabling system or the like) and remote controls of the vehicle that may be lost or stolen. • The cover includes replacing any electric, electronic or manual security or locking system or ignition system due to the loss of or damage to keys, locks (including gear locks) or remote controls.	• If you insured your vehicle under the third party, fire and theft option, the damage to keys and locking systems must result from theft or attempted theft for you to enjoy the cover. • Any loss or damage not due to a sudden and unforeseen event or incident.

Theft of Spare Wheels

Event and/or Cover included	Events and/or Cover excluded
We will cover the theft of the spare wheel fitted to the outside of your vehicle if: • You have a factory-fitted or VESA-approved wheel lock to the spare wheel; and • The spare wheel was forcibly or violently removed from your vehicle.	Theft of your vehicle spares that are not fitted to your vehicle.

Window/Glass

Event and/or Cover included	Events and/or Cover excluded
We cover you where there has been no other damage to the vehicle, and we will pay for damage to window glass (including sunroof glass only). A glass claim will not alter the claims-free group if we successfully recover the full costs of the claim from the third party or their insurer. We may use suppliers other than the original manufacturer but when doing so, we will ensure that the supplier is subject to certification and meets the required SABS standards.	If you have: • third party cover only, there is no cover for glass and windows • if you have third-party, fire and theft cover, there will not be any cover for glass and windows unless the claim event is theft or fire-related.

Towing costs

Event and/or Cover included	Events and/or Cover excluded
You must contact our service providers to arrange vehicle towing after an incident. There is a designated roadside centre number that can be used. If you use your own service providers, and you have not followed the preferred protocol, your refund will be limited. We will only refund an amount towards actual towing fees when there is a valid claim once you provide us with a valid invoice. • Refunds are in respect of towing costs in the following circumstances if the vehicle is non-driveable: – Accidents – Attempted theft – Mechanical breakdown. • We will deduct any outstanding amounts for towing that you arranged from the final settlement or will add them to the first amounts payable. An example of not following the protocol is abandoning the vehicle to any tow- in operator or not phoning our incident management operator. You will not be prejudiced for not following the preferred protocol if the person driving the car is admitted to hospital or cannot follow protocol due to physical or mental incapacities. In these circumstances, you must provide proof of admittance to a hospital or other medical facility. If you only have third party fire and theft cover, the cause of the tow should be related to fire, theft or attempted theft.	• Excessive amounts incurred because you did not follow protocol are not covered. • If the claim is invalid, we can recover any amounts we incurred from you. • If you choose not to reimburse the costs to us, we may recover the amounts owed.

Storage

Event and/or Cover included	Events and/or Cover excluded
You are responsible for all storage costs that have not been arranged by us. We will refund an amount, up to the policy limits, towards the actual storage fees of your vehicle once we approve the claim. The refund amounts differ depending on whether you followed the preferred protocol after an incident, as described under the Towing section. It will be to your benefit to follow the approved protocol by phoning the roadside assistance number. An example of not following the protocol is abandoning the vehicle to any tow- in operator or not phoning our incident management operator. You will not be prejudiced if the person driving the car is admitted to the hospital or cannot follow protocol due to physical or mental incapacities. Refunds are for storage due to accidents or attempted theft if the vehicle is non- driveable. We will deduct any outstanding amounts for storage you arranged from the final settlement or add them to the first amounts payable.	• Excessive amounts incurred because you did not follow protocol, are not covered. • If the claim is invalid, we can recover any amounts we incurred from you. • If you choose not to reimburse the costs to us, we may recover the amounts owed.

Optional cover

You have to pay an additional premium for the optional cover you buy. Your policy schedule must show the optional cover, and you must pay a premium for it.

Our liability under this policy cannot exceed the amount indicated in the **Limits of Cover and Excess** section for all the events/circumstances/cover described below. It may, in certain circumstances, be less.

As always, the optional cover does not override the **General exclusions – what is not covered** in the **General conditions** section and **Exclusions** in the **Vehicle** section.

Car hire following an approved claim

Event and/or Cover included	Events and/or Cover excluded
If your vehicle is insured comprehensively, we will provide a rental motor vehicle upon request. The rental agreement is between you and the car hire company. You agree to comply with the terms and conditions of the car hire company and sign the documentation required by the service provider. If you refuse to do this, we cannot provide this policy benefit to you. The car hire benefit includes renting a vehicle in your chosen vehicle hire group.	If the claim is repudiated/rejected, you must immediately return the vehicle, and the costs incurred will be for your account. The car hire is not covered under this policy. The administration and contract fees charged by the vehicle hire company, refundable fuel deposit, and toll costs are not covered. Delivery costs of the rental vehicle are not covered. The following is also not covered: • The cost of fuel used during the rental period, including the cost to refuel the vehicle upon its return to the car hire company • Traffic or speeding fines while the rental vehicle is in your or a nominated driver's custody and control • The cost of the vehicle hire if you do not keep to the terms, conditions and insurance requirements of the

Event and/or Cover included	Events and/or Cover excluded
	vehicle hire company • Costs after the rental vehicle has been in your or the nominated driver's custody and control for longer than allowed.

The maximum hire period is limited to 30 days. It may be shorter if, for example, we settle your claim before the 30-day rental period ends.

Description	Hire period start	Hire period terminates
If your vehicle was stolen	The date the vehicle is stolen	The date the claim is settled with you or the financial institution plus a maximum of five days. If we make a cash-in-lieu payment, the day we make the payment plus a maximum of two days. The maximum period is 30 days taking the above into account.
If you were in an accident and your vehicle is driveable	The date the vehicle is handed over to the repairer	The date the vehicle is collected from the repairer. If we make a cash-in-lieu payment, the day we make the payment plus a maximum of two days. The maximum period is 30 days taking the above into account.
If you were in an accident and your vehicle is not driveable	The date of the accident	The day the vehicle is collected from the repairer. If we make a cash-in-lieu payment, the day we make the payment plus a maximum of two days. The maximum period is 30 days taking the above into account.
If we write your vehicle off	The date the vehicle is handed over to the repairer/salvage operator or the date of the accident, whichever is earlier	The date the claim is settled with you or the financial institution plus a maximum of five days. The maximum period is 30 days taking the above into account.

We will invoice you for any costs we incur after the termination of the rental period; alternatively, the rental company will issue invoices to you for additional expenses incurred.

Aftermarket/Non-standard accessories

Event and/or Cover included	Events and/or Cover excluded
We will pay for the reasonable cost of the loss or damage to aftermarket/non- standard accessories. You must specify all aftermarket/non-standard accessories with their correct values, and we must record them in your schedule.	• Audio accessories are not covered under the Aftermarket/Non-standard accessories optional cover section. • Unspecified accessories are not covered under the Aftermarket/Non-standard accessories optional cover section.

Audio accessories

Event and/or Cover included	Events and/or Cover excluded
We will pay for the reasonable cost of loss or damage to permanently fitted sound equipment. The theft or damage must be caused by visible, forcible and violent entry to your car. If your radio has a removable faceplate, it must be removed from the vehicle when left unattended. You must present us with the faceplate in the event of theft in order for there to be cover.	The following audio accessories are not covered: • Audio accessories not fitted permanently to or into the vehicle • Factory-fitted audio accessories are insured as part of the overall vehicle and are not covered here • Unspecified audio accessories are not covered.

Credit shortfall

Event and/or Cover included	Events and/or Cover excluded
If your vehicle is a total loss and you are still paying it off, there might be a difference (shortfall) between your outstanding loan amount on your vehicle finance agreement and the value your vehicle is insured for. This benefit covers you for that shortfall, but only up to the limit stated in your policy schedule, and subject to the conditions below: Our total payment to the financial institution will be calculated as follows: • The sum insured of your vehicle, plus the sum insured of any accessories and equipment that are included in your loan amount • PLUS: The difference between your outstanding loan amount and the above, limited to the amount stated in your policy schedule. • LESS: The total of any costs that are not covered as shown under **What we do not cover.** What we will pay to you: If you insured any accessories that are not financed as part of your loan amount, we will pay the value of these accessories to you, and not to the financial institution.	The total amount we pay to the financial institution will not cover your full outstanding loan amount, because the following is not covered: • The excess due on your vehicle claim. • Any amounts that we may deduct from your claim because there is no cover or limited cover, such as towing, storage and release fees where you did not arrange towing through us. • Instalments which are in arrears and any interest on them. • Any early settlement penalties. • Any extra fees charged by your financial institution. • Any amount noted on the finance agreement for on-the-road costs, service or delivery. • Premiums for insurance, motor warranties and maintenance plans. These must be refunded to you by the administrator of the policy or warranty. • Amounts added to the initial loan amount of your finance agreement after your vehicle's cover start date, and any finance charges and interest on it. If you make any changes to your finance agreement after your vehicle's cover start date, and these changes result in a higher outstanding loan amount, then you are only covered for the original outstanding loan amount before the changes were made.

Exclusions

We do not cover any claims for loss, damage or liability directly caused by, or related to, any of these exclusions. You must read these exclusions together with the General exclusions to make sure you understand exactly what is not covered. These are not all the instances where we do not provide cover. The cover described in this section may have exclusions mentioned in the description of the cover.

Accessories

There is no cover for aftermarket/non-standard accessories/audio accessories and optional accessories:

- which are not included in the insured value of your vehicle unless they have been specified and are listed in the schedule.
- in the event of theft or attempted theft without signs of force or violence.
- in the event of theft or attempted theft while the vehicle is left unguarded at the scene of an accident unless leaving the vehicle unguarded is out of your control.

Alcohol, drugs and driver behaviour

There is no cover while your vehicle is driven or being towed in any of the following instances:

- The driver is under the influence of alcohol, or the alcohol content in the driver's body exceeds the legal limit.
- The driver is under the influence of drugs or medication, unless they are prescribed by a doctor and are taken in the correct dosage.
- The driver refuses to submit to any test to determine the level of alcohol or drugs in their body, such as blood, urine or breathalyser tests.
- The driver leaves the scene of the accident unreasonably or unlawfully.
- The driver exposes the vehicle to situations that clearly have a high risk of loss or damage, for example making a U-turn on a highway or where it is illegal to make a U-turn, driving through a red traffic light or driving at an excessive speed.

We will use information from your approved tracking device or a specialist to determine the speed at which you travelled during the trip when you were involved in the accident.

If we decline your claim due to the instances mentioned above, all storage costs incurred after five days of receiving an instruction to collect your vehicle from the storage facility will be for your account.

Breakdown

We do not cover you for loss or damage to your vehicle that results from mechanical, electrical or electronic breakdown, failure or breakage.

Custody of the motor trade

There is no cover while your vehicle is in the custody and control of the motor trade for any reason except if:

- Your vehicle is a vintage vehicle.
- It is in for valuation purposes or the overhaul, service or repair of your vehicle.

You are not covered if your vehicle is stolen while it is parked at a dealer who is selling it on your behalf.

Damage to tyres

There is no cover for loss of or damage to your vehicle's tyres caused by:

- Braking, punctures, cuts or bursts while driving, unless another part of your vehicle is damaged in the same event.
- Intentional or malicious damage by you, a driver or a member of your immediate family.

Pre-existing damage

There is no cover for the cost to repair any pre-existing or old damage, unless the pre-existing damage is not material to the loss. There is also no cover for faulty workmanship or incomplete repairs that were in existence before a claim event.

Resultant loss or damage

We do not cover any resultant loss or damage that is caused because you continued to drive the vehicle after a claim event.

> For example: After hitting an object on the road, the undercarriage of the vehicle may be damaged and cause oil to leak. By continuing to drive, the engine could overheat and seize. This damage would have been preventable if you had not continued to drive.

Safety equipment

There is no cover for replacing any unactivated or inactive safety equipment installed in the vehicle or the cost of checking or resetting such equipment unless we expressly agree to that in writing.

Sea, airports and mines

We do not cover you for any loss or damage, injury or liability if your vehicle is:

- transported by sea
- driven on an aviation apron or runway
- driven underground in a mine.

Security firms

We will not raise as a defence to any valid claim submitted under any section or sub-section of this policy:

- that our rights have been prejudiced by the terms of any contract entered into between yourself and the security provider relating to the protection of the insured property;
- an employee of a security firm employed by the insured under a contract causes loss or damage; and
- regarding the contract: you may not claim against the security firm and are not to exercise your rights of recourse against the security firm.

Items outside the territory

We provide cover for insured events in South Africa (the territory).

In certain instances, we will expand the territory to other countries provided that you obtain a border letter from us.

> For example, if you request a border letter from us to cover your vehicle while travelling in Namibia, you will be covered because we expanded the territory of cover for the period that you are there, subject to the ninety (90)-day limit.

Tyres

You will not be covered if any of the vehicle's tyres have less than 1.0 millimetre (mm) of tread on any part of the tyre's surface.

Unroadworthy vehicles

There is no cover for loss or damage directly caused by your vehicle not meeting the roadworthy requirements of the applicable National Road Traffic Act.

Uses of your vehicle

There is no cover for loss or damage while using your vehicle in any of the following instances:

- Using it to carry or tow a load that is greater than what it is designed or licensed for.
- Using it to carry passengers, the number of which is greater than the number of passengers the vehicle is licensed to carry.
- Using it to carry explosives or hazardous goods, unless it is for your own personal domestic use and you do not need a formal permit – for example, a gas cylinder for your stove or acid for your pool. Typical examples of explosives and hazardous goods are nitroglycerine or dynamite, chemicals or compressed gas, gas in liquid form, hazardous waste or liquid petroleum.
- Use on 4x4 off-road trails and/or while you are receiving off-road training instruction at any off-road training facility.
- Using it in connection with any performance tests, racing or speeding of any sort, trials or for performance demonstration purposes.
- During any vehicle sporting activity, or while it is being tested for any vehicle sporting activity.
- Using your vehicle outside of South Africa in a listed country for longer periods than stipulated.
- Using your vehicle to give driving lessons for which you receive payment.
- On a vehicle sporting circuit or track of any kind, unless during an advanced driving course where all of the following apply:
  - The driving course is accredited by the Advanced Driver Training Industry Board of South Africa (A.D.T.I.B of SA).
  - At the time of the accident, you are under the instruction of the approved and accredited driving school instructor.
  - The accident happens while you are following the instructions of the driving school instructor.
- Using your vehicle for commercial travelling or as a tool of trade, for example:
  - Using your vehicle as a courier or delivery vehicle
  - Towing a vehicle for financial gain
  - Renting out your vehicle for use by others
  - Using your vehicle to carry out your trade, such as plumbers, electricians, builders, garden services, farmers, etc.
  - Using your vehicle to carry passengers for reward, such as a taxi (including ride-hailing services) or a limousine.

This exclusion does not apply to car-pooling or lift clubs

Car-pooling means when you are carrying passengers and the passengers are contributing towards the running cost of the vehicle in a lift club and there is no element of profit or monetary gain for the driver or owner of the vehicle.

Your specific responsibilities

In addition to your responsibilities set out in the General section, you have extra responsibilities that specifically apply as outlined below:

Check your security

You must read your policy schedule to know what your security requirements are.

- We specify the type of tracking device to be installed in your vehicle, which must be a device that includes telematics monitoring or an early-warning device. An early-warning tracking device is one that can automatically alert the tracking company. It is your responsibility to ensure that the device is in working condition.
- You will not have any theft or hijacking cover if a security device is a condition of cover noted in your policy schedule and you do not have it installed.
- We will not pay a claim for theft or hijacking in any of the following instances:
  - The tracking device is not of the type stipulated in your policy schedule
  - The tracking device was not in working order at the time of the incident
  - Your contract was not active at the time of the incident
  - You did not comply with the conditions of that contract. You did not report the theft or hijacking to the tracking company immediately after the incident.

Tracking requirements

We will only provide cover if your vehicle is fitted with an approved tracking device, which includes telematics monitoring.

We will not be liable for any loss or damage arising from theft or hijacking of the vehicle if the device is not in place, in good working order and activated in the event of theft or hijacking.

You must be able to provide us with a certificate of proof that the tracking device is installed, and that you have maintained your contract with the service provider to monitor the device.

The tracking device must be:

- Maintained in good working condition and tested every six months.
- You must test your device immediately after any repairs, maintenance work or alteration to the vehicle.

The system must be operational and activated at all times. If your tracking device is not functional during the trip when the accident or loss occurred, or you do not obtain the tracking report from the tracking company when required to do so to allow us to assess the circumstances surrounding the claim, we will reject your claim.

You may not breach any term or condition of the agreed telematics provider, and the contract must not be in arrears. You must ensure that your telematics unit is in working order.

The minimum security requirement is a tracking device with behavioural capabilities:

- You are responsible for ensuring the vehicle meets the minimum security requirement.
- It is your responsibility to ensure the vehicle is available for fitment of the unit.
- This device must be fitted within the seven (7)-day grace period, always be in working condition and tested every six months.
- The unit transmits information and reports to you and us based on your driving patterns and habits. If you withhold authorisation for us to access or obtain the tracking reports, your claim will be invalidated.
- The report includes the speed travelled and distances covered and may be used by us to determine your insurance premium. It will also assist the insurer with the investigation of your claim.
- You may not breach any term or condition of the agreed telematics provider, and your premiums must not be in arrears.
- The premium/cost of your telematics unit will not be deducted as part of your insurance premium; the telematics unit supplier will deduct it separately.

If you do not meet the tracking requirements, you will have no theft or hijack cover. In the event of a single-vehicle accident: You will be regarded as co-insuring yourself for 75% of the damages/losses under this policy. We will insure you for 25% of the damages/losses.

Single-vehicle accidents refer to any incident that does not involve contact with a third party vehicle or where there is no possibility of a recovery against a third party/where no third party details are available.

Keyless vehicles

A keyless-entry system allows you to enter and start your car without the key touching any part of the vehicle.

Keyless theft (or relay theft) is relatively simple; it only requires two small boxes of electronics, which thieves can use to open your car in as little as 60 seconds.

The relay amplifier picks up the signal transmitted by your key. When the receiver picks up and replicates the amplified signal from the key, your car will be fooled into thinking the legitimate owner is there, allowing the vehicle to be unlocked and driven away.

If you do not keep your keys, when not in use, in an effective Faraday pouch or box that uses a metallic lining to block radio waves from your keys so they can’t be amplified, you will not have any cover if the vehicle is stolen.

Drivers must be competent

We may, at our discretion, ask you to supply either of the following from time to time:

- Written confirmation from a registered medical practitioner that the driver is fit to drive.
- The results of a driver’s assessment.

Drivers must be licensed

You and the nominated driver of your vehicle must comply with the terms and conditions of this policy and must have a valid driver’s licence.

- If your vehicle is used in South Africa, the driver must be in possession of a valid South African driver’s licence, or a valid driver’s licence that complies with South African legislation.

- A person with a valid learner's licence must be accompanied by a person with a valid driver's licence.
- A valid driver's licence is a licence that has not been cancelled, suspended or endorsed.
- In terms of South African legislation, an international, commonwealth or neighbouring country driver's licence must be converted to a South African licence within the regulated time of the driver becoming a permanent resident, otherwise the licence is invalid and the driver will be considered unlicensed. The code on the driver's licence must allow the driver to drive your vehicle, or to tow the size of load that your vehicle is used for.

If your vehicle is used in another country covered under this policy, the driver must have a valid driver's licence as required by the country in which your vehicle is used. Cover is subject to obtaining a border letter from us, before driving in another country.

Notify us of certain traffic offences

You must notify us if you have been charged or convicted of reckless or negligent driving. This also applies to any driver who may have been driving your vehicle at the time with your permission.

Your vehicle must be registered and licensed

Your vehicle must be registered in South Africa and it must have a valid licence. Your claim may be affected if your vehicle is not licensed or if its licence has expired.

Towing and storage

Arranging the towing away of your vehicle from the accident scene is your responsibility and for your account. We will refund you the costs once the claim is admitted, subject to the limits of cover.

Should you appoint us as your agent, by making use of the telephone numbers provided to you to deal with the towing and storage of your vehicle after an event that may qualify as a claim, you give us express authority to deal with your vehicle in these circumstances to ensure the safekeeping of the vehicle.

If you make your own arrangements to deal with the safekeeping of your vehicle, you have to, at your own cost, make it available to us so that we can deal with your claim once we admit it. To save costs, it is in your interest to obtain a quotation and make delivery arrangements before allowing your vehicle to be towed from an accident scene.

Liability to third parties

The Extension of Cover requires the occurrence of an insured event. If an insured event took place, we extend the cover we provide to include the following instances:

A third party is another person whose property is involved in an accident with your vehicle, for example, the owner of another vehicle or the owner of property. That person may hold you or the nominated driver of your vehicle legally liable for the damage caused by your vehicle. Your third party liability cover is limited to the amount shown in your policy schedule, which includes reasonable legal costs which we have agreed to in writing.

The driver's legal liability

We will cover you or your nominated driver's legal liability towards a third party whilst driving your vehicle, as long as you are the person who claims under this policy. We will not cover a driver's legal liability if the driver is insured for third party liability cover with another insurer. However, if the cover with the other insurer is not sufficient to cover the driver's liability, we will consider the claim for the difference up to the limit under this policy.

Causes of legal liability and how we cover them

In South Africa, death and bodily injury to persons as a result of vehicle accidents are covered by the Road Accident Fund Act (RAF). This means that your legal liability cover in and outside South Africa is different as explained below.

Accidents in South Africa

We will cover you or your nominated driver's legal liability towards a third party if your vehicle is involved in an accident that causes:

- Damage to another person's property.
- Death or bodily injury to another person, but only if the driver can be held legally liable in terms of the applicable legislation at the time of the incident.

Accidents outside of South Africa

- Provided that you obtained a border letter from us, we will cover you or your nominated driver's legal liability towards a third party if your vehicle is involved in an accident that causes:
  - Damage to another person's property.
  - Death or bodily injury to another person, but only if the driver can be held legally liable in terms of the applicable legislation at the time of the incident.
- We will cover you or your nominated driver's legal liability for a total of 90 days per year while travelling in any of these countries: Botswana, Lesotho, Malawi, Mozambique, Namibia, eSwatini, Zambia and Zimbabwe. There is no third party liability cover in Angola, Kenya, Tanzania and Uganda.
- If it is compulsory to take out third party liability cover at the border of a country, you must claim under that policy first in the event of a claim. If that policy does not cover your valid claim in full, we will cover the difference up to the limit shown in your policy schedule.

Driving a vehicle that does not belong to you

- We also provide third party liability cover as described above, if an accident happens while you or the nominated driver are driving a vehicle that does not belong to you, but only if the following conditions are met:
  - You or the nominated driver (as applicable), are the driver at the time of the accident.
  - The vehicle is a passenger vehicle, 4x4 vehicle, 4x2 vehicle, minibus, SUV (sport utility vehicle), or a light delivery vehicle (LDV) with a gross vehicle mass of no more than 3 500kg.
  - The vehicle is not leased to you and you are not in the process of buying the vehicle from a motor dealer.
  - The vehicle is not rented.
  - The vehicle is not insured elsewhere for third party liability.
- We only cover third party liability, and not loss or damage to the actual vehicle, or for any property transported by that vehicle.

For example:

You will be covered for your legal liability towards another person if you borrow a friend's uninsured vehicle, and you are in an accident that causes damage to another vehicle.

When there is no legal liability

Alcohol, drugs and driver behaviour

There is no legal liability cover while your vehicle is driven or being towed in any of the following instances:

- The driver is under the influence of alcohol, or the alcohol content in the driver's body exceeds the legal limit.
- The driver is under the influence of drugs or medication, unless it is prescribed by a doctor and is taken in the correct dosage.
- The driver refuses to submit to any test to determine the level of alcohol or drugs in their body, such as blood, urine or breathalyser tests.
- The driver leaves the scene of the accident unreasonably or unlawfully.
- The driver exposes the vehicle to situations that clearly have a high risk of loss or damage, for example, making a U-turn on a highway or where it is illegal to make a U-turn, driving through a red traffic light or driving at an excessive speed.

Liability relating to the death of or bodily injury to people

There is no cover for legal liability relating to the death of or bodily injury to any of the following people:

- You, anyone driving your vehicle, a family member (whether they live with you or not), or any person in your employ.
- Any person who was outside the cab of your vehicle at the time of the event.

Liability relating to loss or damage to property

There is no cover for legal liability relating to loss or damage to the following property:

- Belonging to you, or the nominated driver, a family member (whether they live with you or not), or any person in your employ.
- In the care, custody or control of the driver of your vehicle.

Liability relating to towing

There is no cover for liability relating to loss or damage to a caravan, trailer or another vehicle that does not belong to you, while it is being towed by your vehicle.

Breaches of the National Road Traffic Act

There is no cover for legal costs to defend criminal acts or fines relating to breaches of the National Road Traffic Act.

Rejected claims for own damage

There is no cover for a driver's liability if we reject a claim for loss or damage to your vehicle.

Limits of Cover and Excess section

Cover for your Motor/Car/Motorcar/LDV

<table>
<tr><th>Description of cover</th><th>Limit</th><th>Excess</th></tr>
<tr><td>Fire and Floods</td><td rowspan="3">Sum insured</td><td rowspan="4">R7 500

Policyholder/nominated driver older than 55 years and after 180 days of policy start date: R2 500

Your basic excess is double if you have a claim within the first 180 days of the policy, the last 31 days of cover or if there is a second non-glass claim in 24 months.</td></tr>
<tr><td>Own Damage</td></tr>
<tr><td>Theft and Attempted Theft</td></tr>
<tr><td>Third party Liability Cover</td><td>• Fire and explosion: R1 000 000
• Other motor cars and light delivery vehicles: R2 000 000</td></tr>
</table>

Extension of cover for your Motor/Car/Motorcar/LDV

Description of cover	Limit	Excess
Emergency services expenses	R50 000	None
Key and locking systems	R5 000	R500
Theft of spare wheel	R2 500	R500
Window/glass	R10 000	• Replacement: 20% of claim, minimum R500 • Repair: Nil

Optional cover

Description of cover	Limit	Excess
Car hire following an approved claim	Class B vehicle or an automatic if your licence does not allow you to drive a manual vehicle	None
Credit shortfall	15% sum insured	None
Aftermarket/Non-standard accessories	Specified accessories sum insured	20% of claim, minimum R500
Audio accessories	Specified audio accessories sum insured	20% of claim, minimum R500

Towing and storage costs

Description of cover	Limit	Excess
Towing	• Where protocol is followed: Actual cost. • Where protocol is not followed: R1 500 • Towing after mechanical breakdown where protocol is followed: Actual cost. • Towing after mechanical breakdown where protocol is not followed: R800	Nil
Storage	• Where protocol is followed: Actual cost. • Where protocol is not followed: R1 000	Nil

Additional excesses

In certain circumstances or when specific events occur, the below excesses are payable in addition to your basic excess and are capped at R30 000. The highest additional excess will apply first.

Description	Excess
Single vehicle, total loss accidents, hijack or theft of the vehicle or theft or attempt thereat of any part of the vehicle or malicious damage	R7 500 per instance
Non-recoverable claims or claims where a third party is involved	
Loss or damage between 11:00 pm and 05:00 am	
Driver age younger than 26 years	
Any driver's licence of five years or less	
C1 driver's licence of less than two years	
You told us that the vehicle use is Private and at the time of the claim the use is Private and work or Private, work and business; or You told us that the vehicle use is Private and work, and at the time of the claim the use is Private, work and business.	
Claims within the first 180 days of the start of the policy	10% of claim
In the event of a write-off, the policyholder cannot supply duplicate keys to the vehicle	R5 000
Sound systems other than factory-fitted radios and non-standard accessory claims	20% of claim, minimum R500
Hail or water damage	10% of claim, minimum R2 500

Notes:

- Non-recoverable claims: The non-recoverable excess applies to claims where a third party is involved and the third party involved cannot be contacted or found or where the insurer manages to contact the third party, but is unable or unlikely to recover damages from it.
- Recovery of excess: Your excess, or part thereof, will be refunded to you only once a successful recovery has been made and all the costs incurred by the insurer due to the claim have been recovered.
- Where more than one additional excess applies, the excess priority is to apply the excess from the biggest to the smallest when calculating your contribution.

SASRIA
Policy Wording

Dear customer...

Sasria provides short-term insurance cover against special risks that the broader insurance industry does not cover. Examples of these special risks are civil commotion, strike, riot, public disorder and terrorism.

This document is the legal and official version of your Sasria policy wording. The laws of South Africa govern this policy.

Your contract with Sasria comprises:

- the policy wording (this document);
- the Sasria policy schedule;
- any information that you, or someone acting on your behalf, supply to us; and
- any amendment to the policy.

Please read the wording carefully to make sure that you understand what your policy covers. You must always read the wording together with the Sasria schedule.

We look forward to being of service to you.

How to reach us

011 214 0800 or 086 172 7742 | contactus@sasria.co.za | www.sasria.co.za

General terms and conditions

How you should read this document

"We", **"our"** or **"us"** in the wording refers to Sasria SOC Ltd. "You" or "your" in the wording refers to the policyholder.

Words in the singular include the plural. Words in the masculine gender (he) include the feminine gender (she).

Your Sasria policy and the underlying policy

You must have an underlying policy in force

To be insured against the special risks mentioned above, you must have an underlying policy contract in force that includes Sasria cover at the time of the event that gives rise to a loss. If you choose to only take out Sasria cover, there must be a pro forma underlying policy as a formality. The pro forma policy can be issued by any underlying insurer. The underlying insurer must give you Sasria cover regardless of your risk profile.

Sasria policies attach to the underlying policy or they are stand-alone:

- Attached policies incorporate the terms, conditions and warranties of the underlying policy with some exceptions (see the next subsection).
- Stand-alone policies have their own terms and conditions that are listed in the relevant policy wording.

Policies that attach to the underlying policy	Stand-alone policies
Material Damage (Fire) Contract Works	Motor Business Interruption (Standing Charges, Working Expenses, Loss of net profit, Loss of gross profit, Project Delay)

Policies that attach to the underlying policy

For these policies, the terms, conditions, exclusions and warranties of the underlying policy also apply to the Sasria policy except for those listed below:

Standard S.A.I.A. Exceptions

The general exclusions of underlying policies typically include the Standard S.A.I.A. Exceptions. Your Sasria policy covers some of the S.A.I.A. Exceptions, but not all of them.

Your Sasria policy covers civil commotion, riot, strike, lockout, public disorder, rebellion and revolution and terrorism (S.A.I.A. Exceptions A(i), A(iii)(b), A(iv), A(v), A(vi) and A(vii) to the extent that A(vii) refers to A(i), A(iii)(b), A(iv), A(v) and A(vi) and C).

Your Sasria policy does not cover war and war-related activities (S.A.I.A. Exceptions A(ii), A(iii)(a) and A(vii) to the extent that A(vii) refers to A(ii) and A(iii)(a) and B).

In each policy, see What we cover and What we don't cover for the details.

If the numbering in your underlying policy does not correspond with the numbering of the Standard S.A.I.A. Exceptions, you must refer to the corresponding contents.

Extensions

Sasria special risk cover only applies to the basic cover of the underlying policy. It does not apply to any additional perils and extensions included in the underlying policy, whether optional or not.

Excess

For Material Damage (Fire), there is no excess payable if you claim under your Sasria policy.

For Contract Works, the following excess is payable:

For loss or damage to contract works and materials, the excess or first amount payable is calculated as 0,1% of the value of the specific contract for which a claim is made.

The following minimum and maximum amounts apply:

Minimum excess (first amount payable)

- R250 (Domestic risks)
- R2 500 (All other risks)

Maximum excess (first amount payable)

- R25 000

For loss or damage to a construction plant, the excess is R1 000 for each loss or damage arising from any one insured event.

Premium

Any adjustment of the premium clause or condition in the underlying policy will not automatically apply to your Sasria policy.

Period of insurance

The period of insurance of your Sasria policy is the same as the period of insurance of the underlying policy.

Sasria and the underlying insurer must sign your schedule

For your Sasria contract to be valid, the Sasria schedule must bear the signatures of a director of Sasria and the underlying insurer.

Cancellation

Only you have the option to cancel Sasria cover; Sasria will never cancel your cover.

If an underlying policy is cancelled, it does not automatically result in cancellation of your Sasria cover. The underlying insurer must give you the option to keep your Sasria cover except if the cancellation was due to non-payment. If you choose to keep your Sasria cover, the underlying insurer will issue a pro forma policy to which your Sasria policy will attach.

Our rights

To review rates and premiums

We reserve the right to review the terms and conditions of a policy, including rates and premiums, in line with all applicable laws (e.g. the Policyholder Protection Rules). Where necessary, some or all classes of business rates and premiums may be reviewed with reference to trends, expectations and assumptions, including but not limited to the following:

a) Documented trend of poor performance on class or classes of business over the last three (3- to five (5) years;

b) Reasonably balancing the interests of Sasria SOC Ltd and its policyholders' expectations; and

c) The extent to which the assumptions on which the premium was based have been met.

In accordance with the law, we will duly notify the policyholder in writing, through our distribution channels, of the details of the pending review; the effective date of the review; the reasons for the review; the implication of the review; the policyholder's rights and obligations regarding the review, including any cooling-off rights offered and procedures applicable for the exercise thereof; and any other relevant details.

Each policyholder will be given a reasonable notice period to make an informed decision as to whether the policy continues to meet the policyholder's requirements as a result of the reviewed terms and conditions.

To take possession of damaged property

When you claim under this policy, you agree that we, and any person authorised by us, have the right to enter the damaged property, or take possession of it, and deal with it in any reasonable manner. This right does not imply that we accept liability for the claim. It also does not diminish our right to apply any condition of this policy.

You remain responsible for all damaged property until it is in our possession.

To take legal action on your behalf

If we have compensated you for loss or damage, we have the right to recover our costs from the responsible third-party. We have the right to take legal action on your behalf to defend or settle any third-party claim. You agree that we may conduct the legal proceedings to our full discretion.

You must cooperate fully with us. Specifically, you agree to:

- do nothing that will prejudice or limit our rights;
- give us all information and documents we require;
- sign any document or affidavit that we request to enable us to exercise our rights;
- attend depositions, hearings, trials and give evidence as necessary; and
- make no admission, offer, promise, payment or statement about Sasria's liability without our written consent.

Transfer of rights

Only you have the right to claim against us under this policy. This right may only be transferred to another person or entity if you should die or if the law orders it.

Sharing information

By entering into a contract with Sasria, you waive your right to privacy and agree that we may disclose to any other insurance company any relevant information that you, or someone else on your behalf, has provided to us.

Your responsibilities

To be covered

To be covered under your Sasria policy:

1. The underlying policy must have been valid and active on the date of the insured event for which you claim;
2. The Sasria premium payments must be up to date and we must have received all such payments; and
3. You must, for attached policies, comply with the terms and conditions of your Sasria policy and those of the underlying policy (with the exceptions described above under **Policies that attach to the underlying policies**). For stand-alone policies, you must comply with the terms and conditions of your Sasria policy.

Pay the premium in advance

Your Sasria premium is payable in advance per month or per year. If the period of insurance is more than one month, but less than 12 months, the full annual premium will be payable in advance.

If we do not receive your premium by the due date, we will consider this policy to have lapsed at 24:00 (midnight) of the last day of the previous period of insurance, unless you can prove that the failure to pay was an error on the part of our agent or your broker.

Take all reasonable precautions

You must take all reasonable action to prevent loss or damage.

Do not withhold information or commit fraud

It is your responsibility to make sure that you give us all relevant information and that this information is complete, correct, and remains correct. If you withhold any information, or give us false or incorrect information, we may refuse to pay your claim.

We have the right to verify or investigate any information that you submit.

We have the right to reject a claim if you, or any person representing you, commit fraud in terms of this Sasria policy. If we refuse to pay your claim because of fraud or attempted fraud, we will not refund premiums already paid and may start legal proceedings against the defrauding party.

You commit fraud if you, or anyone on your behalf:

- submit a false or dishonest claim under this policy;

- use false or dishonest means or false information to benefit from the cover that we provide; or
- deliberately cause an insured event. For example, if you should deliberately cause a fire or add fuel to it.

Compensation

How we compensate you

If you have a valid claim, we will compensate you for the lost or damaged property by making a payment to you, or by repairing, replacing or reinstating the damaged property.

Who gets the compensation?

If we accept liability, we compensate the policyholder, or his beneficiary in the event of his death, except in the following cases:

1. If the lost or damaged property is still under finance, we will pay the financial institution first.
2. If the lost or damaged property has been sold to you, but the seller still has an insurable interest in the property, we will compensate the seller proportionally if you write to us and request us to do so.

If the compensation that settles the claim is accepted, we will have no further liability regarding the claim.

Policy limits

The limits of compensation are detailed in the respective policies.

Agreed value

If the property is leased, rented or hired under an agreement that requires the insured to insure the property and/or be responsible for it at an agreed value, the sum insured will be the stipulated agreed value.

Countries where you are covered

This policy covers only property situated in the Republic of South Africa or in the territorial waters of

South Africa. The 1982 United Nations Convention on the Law of the Sea defines territorial waters as "a belt of coastal waters extending 12 nautical miles (22.2 km) from the baseline (usually the mean low-water mark) into the sea".

Sasria has an agreement with the Namibian special risk insurance association (Nasria). In terms of this agreement, you have Sasria cover in Namibia for a maximum of sixty (60) consecutive days.

Disputes

If a dispute arises as to the compensation payable, or the liability of Sasria, we will refer the matter for arbitration in terms of the arbitration laws in force at that time in the Republic of South Africa, at a place that we will determine.

You will not have the right to take legal action against Sasria until the arbiter has made a decision. The decision of the arbiter will be final and binding.

Amendment

You, or Sasria, may amend this policy, but no amendment to this policy will be valid unless a director of Sasria has signed the amendment.

How to claim

What to do after an insured event

1. Contact your underlying insurer. The underlying insurer will let you know if you have a special risk claim and will handle the Sasria claim on your behalf.
2. Report the incident to the police within 48 hours and get a case number.
3. Do not make any offer or promise or admit responsibility.
4. Do not leave any damaged property without supervision, if possible.

You must claim, or notify us of the intention to claim, under this policy within thirty (30) days of the date of the insured event.

If we receive your claim or notification more than twelve (12) months after the date of the insured event, we will not consider liability, unless the claim is the subject of pending legal action or if the underlying insurer has not yet completed the final assessment of the loss. It is your responsibility to notify Sasria immediately of a pending legal action or delay in the final assessment.

Supporting documents

For all claims, we will request supporting documents or information. We will send you a list of all the required documents.

Motor

Motor is a stand-alone policy with its own terms and conditions. It does not attach to the terms and conditions of the underlying policy.

Important words and phrases

Word or phrase	Defined meaning
Civil commotion	Large-scale violence by members of the public, causing injury to people or damage to property.
Consequential loss	Loss or damage that is not directly caused by an insured risk, but which is an indirect consequence or result of the insured risk.
Labour disturbance	In the case of Slabbert Burger vs Sasria, disturbance in a labour context was defined as "an overt disturbance of the public peace in defiance of authority, leading to physical damage". Sasria will only consider a claim for loss or damage as a result of a labour disturbance if all four of the following elements are present: • A disturbance of the public peace; • Which happens openly, or which is clear upon observing; • In disobedience of authority; and • Which leads to physical loss or damage.
Lockout	According to section 213 of the Labour Relations Act (66 of 1995), a lockout means "the exclusion by an employer of employees from the employer's workplace, for the purpose of compelling the employees to accept a demand in respect of any matter of mutual interest between employer and employee, whether or not the employer breaches those employees' contracts of employment in the course of or for the purpose of that exclusion". This definition may be amended by South African law from time to time.
Looting	To steal goods, typically during a riot, strike or civil commotion. Looting must take place during an event that Sasria covers. Sasria does not cover theft.
Policyholder	The person(s) or juristic entity in whose name the policy is issued. A policyholder could be: • A holding company and all its subsidiaries (as set out in the Companies Act, 61 of 1973); or • A subsidiary of the holding company; or • An entity other than a company; or • A person or persons.
Public disorder	A riot or other civil commotion that gives rise to a serious risk to public safety, whether at a single location or resulting from a series of incidents in the same or different locations.

Word or phrase	Defined meaning
Riot	In terms of case law, riot means the tumultuous disturbance of public peace by an assembly of three or more persons acting together in the execution of some private objective. Sasria will only consider a claim for loss or damage as a result of a riot, if all four of the following elements are present: • Three or more persons who have assembled with the same objective; • A tumultuous disturbance of the public peace; • Which leads to strife, violence or threats of violence; and • Physical loss or damage. In terms of this definition, Sasria does not consider the violent acts of three or more people who have different objectives as a riot.
Strike	According to section 213 of the Labour Relations Act (66 of 1995), a strike means "the partial or complete concerted refusal to work, or the retardation or obstruction of work, by persons who are or have been employed by the same employer or by different employers, for the purpose of remedying a grievance or resolving a dispute in respect of any matter of mutual interest between employer and employee, and every reference to 'work' in this definition includes overtime work, whether it is voluntary or compulsory". This definition may be amended by South African law from time to time.
Terrorism	The unlawful use of violence and intimidation, especially against civilians, in the pursuit of political aims. Please note that Sasria cover does not extend beyond the borders of South Africa. In other words, if terrorism happens outside the borders of South Africa, Sasria does not cover that. Furthermore, Sasria does not cover consequential loss emanating from any acts of terrorism.
Total loss	A vehicle is a total loss if the cost to repair the damage to the vehicle exceeds 70% of the retail value of vehicle.

WHO do we cover?

The Motor policy covers the policyholder and any insured entity or person named in the schedule.

Vehicles categories

Sasria covers any vehicle of the categories listed below, including accessories and spare parts fitted onto the vehicle.

Motor category 1 (M1)

- Motor cars (business and private use only, not used for the conveyance of goods for trade purposes)

The term "motor cars" includes cars, SUVs, micro-buses, station wagons, safari vans, motorised caravans, minibuses, minivans and domestic trailers and caravans.

- Motor cycles (business and private use only, not used for the conveyance of goods for trade purposes)

Motorcycles, 3-wheeled vehicles, motorised wheel chairs, auto cycles, motor scooters, ebikes, mechanically-assisted pedal cycles and unipeds.

- Light delivery vehicles (LDVs) (private use only)

The vehicle must be insured in the name of an individual and used solely for private purposes.

We cover a farmer's fleet of LDVs, provided that the vehicles are used for private purposes only, and each vehicle is listed on the schedule of the underlying motor policy.

The underlying policy must be endorsed as follows:

'It is warranted that the vehicle insured herein is used purely for private and domestic use and not used for the conveyance of goods for trade purposes.'

Motor category 2 (M2)

- Motor cars (used for the conveyance of goods for trade purposes)

The term "motor cars" include cars, LDVs, micro-buses, station wagons, safari vans, motorised caravans, minibuses, minivans, caravans and domestic trailers, where such vehicles are used for the conveyance of goods for trade purposes.

- Motor cycles (used for the conveyance of goods for trade purposes)

Motorcycles, 3-wheeled vehicles, motorised wheel chairs, auto cycles, motor scooters, ebikes, mechanically-assisted pedal cycles and unipeds, where such vehicles are used for the conveyance of goods for trade purposes.

- Non-registered types

Non-registered vehicles may be insured under the Motor section. These vehicles are described as manually assisted vehicles, such as, but not limited to, lawnmowers, golf carts, forklifts, goods-carrying trolleys, tractors with or without lifting apparatus, road rollers, quad bikes, tractors used for maintenance of recreational grounds, sprayers (disinfectant, sanitary and tar), water carts, road graders, scarifiers, sweepers, tower wagons and compressors.

Motor category 3 (M3)

- Minibus

A motor vehicle designed or adapted for the conveyance of more than nine, but not morethan 16 persons, including the driver.

- Midibus

A motor vehicle designed or adapted for the conveyance of more than 16, but not more than 35 persons, including the driver.

Motor category 4 (M4)

- Motor vehicles insured under an underlying Motor Trader policy and owned by, or in the custody or control of, a motor dealer, a panel beater, or the like.

Motor category 5 (M5)

- Buses

A bus means any vehicle designed or adapted for the conveyance of more than 35 persons, including the driver.

Motor category 6 (M6)

- Registered mobile plant

A vehicle designed to be used on a construction site and registered to be driven on a public road.

Motor category 7 (M7)

- Bus Rapid Transit system

A bus authorised to operate along a rapid transport lane in a bus rapid transport system, and which has a regulated floor height and door configuration designed to facilitate speedy access of passengers to and from dedicated boarding facilities.

Motor category 8 (M8)

A commercial vehicle with a gross vehicle mass of 3500kg and above, used for the conveyance of goods for trade purposes.

Relationship between vehicle and the policyholder

For Sasria to cover loss or damage to a vehicle, the vehicle must be:

- Owned by the policyholder or an insured entity or person; or
- Leased by the policyholder or an insured entity or person; or
- A replacement vehicle that the policyholder or an insured entity or person is using while their own vehicle is with a service provider for a service, repairs or an overhaul.

What we cover

Sasria will compensate you for the loss of, or damage to, a vehicle insured in the underlying policy, if that loss or damage is directly related to, or caused by:

1. Any riot, strike or public disorder or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
2. Any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
3. Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
4. Any attempt to perform any act referred to in clauses 1, 2 and 3 above;
5. The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clauses 1, 2, 3 or 4 above;
6. Looting committed as part of the acts described in 1, 2, 3, 4 or 5 above.

What we DON'T cover

1. Sasria does not compensate you for:
2. Any form of consequential or indirect loss or damage, depreciation of any nature, wear and tear, and any form of mechanical or electrical failure or breakdown;
3. Consequential loss or damage resulting from stopping work, totally or partially, or from delaying, interrupting or stopping any process or operation;
4. Loss or damage resulting from a lawful authority confiscating, commandeering or requisitioning insured property, permanently or temporarily, or any attempt to do so;
5. Loss or damage, in any way caused by, or contributed to, an act of terrorism that uses, or threatens to use, any nuclear weapon or device, or any chemical or biological agent;
6. Loss or damage, in any way caused by, or contributed to, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or a state of siege;
7. Any attempt to perform any act referred to in clauses 4 and 5 above;
8. The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clause 4 and 5 above;
9. Loss or damage caused directly or indirectly by, or through, or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of l976) or any similar Act operative in South African territory to which this policy applies;
10. Loss or damage for which you are liable in terms of a contract, unless you would have been liable for the damage in the absence of the contract;
11. Loss or damage caused directly or indirectly by a nuclear event. A nuclear event is an incident or accident involving the release of radioactive material with negative health and environmental effects.

If we reject a claim by reason of exclusion 5 or 8, you will have to prove that the loss or damage was not related to exclusion 5 or 8.

Conditions

1. If an insured vehicle is a total loss, the policy will end from the date of such total loss and no refund of the premium will be payable to the policyholder.
2. If an insured vehicle is used to convey goods for trade purposes at the time of the loss or damage, and it is not insured in the correct Motor category, we will not be liable for such loss or damage to the vehicle.
3. You may cancel your Sasria Motor policy at any time, but no pro-rata refund of the premium will be payable if you were paying the minimum premium.

4. At the end of each period of insurance, you must declare all fleet vehicles insured under this policy so that Sasria can make a premium adjustment. You must give us the declaration within 45 days of the end of each period of insurance. We will refund you 50% of the premium or require you to pay the additional premium, as applicable.
5. You must provide your broker with a list of all vehicles insured under this policy as and when we request it.
6. If Sasria accepts liability for a claim under this policy, we extend cover to include damage to a third-party vehicle that is not insured with Sasria, but only if the incident took place while the third-party vehicle was driven on a public road.

Compensation

There is no excess payable if you claim under your Sasria Motor policy.

In the event of a total loss:

1. If an insured vehicle is less than 12 (twelve) months old, from the date of first registration, and the vehicle has travelled less than 2500km per month on average since the date of first registration, Sasria agrees to bear the costs of replacing the vehicle with a new vehicle of the same make and model (subject to the availability thereof). This applies only to vehicles not exceeding 3500kg gross vehicle mass.
2. For vehicles not meeting the condition in 1., the maximum compensation will be the lesser of the retail value (as reflected in the latest TransUnion Auto Dealer Digest) or the agreed value stated on the Sasria policy schedule.

Accessories or spare parts:

If any spare part or accessory required for the repair of a vehicle is no longer available in South Africa, we will be pay you a sum equal to the value of the spare part or accessory at the time of the loss or damage. However, the compensation will not exceed the manufacturer's last listed price when the spare part or accessory was still available in the Republic of South Africa.

Towing and storage costs:

If the insured vehicle is involved in an incident that Sasria covers, you must arrange towing and storage with the underlying insurer's authorised service provider. If Sasria accepts liability for the claim, we will refund the underlying insurer. We will also pay the reasonable cost to deliver the vehicle to your address in South Africa after repairs.