

# Buyisela Insurance Policy Terms & Conditions



## Insurance Policy

### 1. Buyisela

- 1.1. This is your Buyisela Insurance Policy, a product of Guardrisk Insurance Company Limited. This policy covers you for certain damage or loss to your Taxi. The exact damage and/or loss that is covered by this Insurance Policy is set out in the Insurance Schedule. If the Insurance Schedule does not include cover for a particular type of damage/loss recorded in these terms and conditions, the provisions of the Insurance Schedule shall apply and you will not have cover for that type of damage or loss.
- 1.2. To have the benefit of this insurance, you must pay a monthly amount called a **Premium**.
- 1.3. **We pay valid claims only if you pay the Premium and comply with all the provisions of this policy.**
- 1.4. There are some events and items that we do not insure. Please read this policy's terms and conditions and all the schedules to make sure that you understand what is covered and what is not.
- 1.5. There are also **Limits** to the amounts we pay out for certain types of damage. These Limits are shown on your Insurance Schedule.
- 1.6. There are amounts you must pay towards your own claim (referred to as the **Excess**). You will find the Excesses in your Insurance Schedule.
- 1.7. Please read through this Policy carefully to make sure you understand it. Please contact Mobalyz Risk Services on 0800 214 790 if you do not understand something in this policy.

### 2. About your policy

#### 2.1. The policy is a contract

- 2.1.1. This policy is a contract between the following people:
  - 2.1.1.1. Guardrisk Insurance Company Limited (referred to as 'we', 'us' and 'our'); and
  - 2.1.1.2. you, the customer named on the Insurance Proposal and the Insurance Schedule (the person referred to as 'you' and 'your' in this policy).
- 2.1.2. The Broker set out on the Insurance Schedule manage/s this policy for us. For claims, questions, complaints or disputes, contact the Broker.

#### 2.2. How this policy works

- 2.2.1. This policy is made up of the Insurance Proposal, the Insurance Schedule and these terms and conditions. We set out below a description of each document and the information included in each document. To understand your rights and obligations under this policy, you must read and understand all of these documents.
- 2.2.2. **The Insurance Proposal:** You (or someone on your behalf) must fill in this form or must supply us with the required information on a recorded telephone call when you apply for insurance. We use the information contained in this form or on the recorded telephone call to calculate your Premiums. **You must make sure that your personal information (including the information which relates to the**

Taxi) is true and complete. If the information is not true and complete, we may do one or more of the following:

- 2.2.2.1. we may increase the Premium to take into account the increase in risk as a result of your new and corrected information.
- 2.2.2.2. we may refuse to pay amounts if you make a claim; or
- 2.2.2.3. we may cancel the policy. If you have enjoyed cover, we will keep the Premiums that you have already paid.

If we would not have insured you had we known the true position, we will treat the policy as if it had never been concluded (meaning that we will treat the vehicle as never being insured) and refund the Premiums that you have already paid.

The Insurance Proposal also contains information about who you must contact if you have any questions, complaints or disputes about your policy.

- 2.2.3. **The Insurance Schedule:** the Insurance Schedule contains information about you, the type of insurance you have bought (including any Optional Extensions), and the amounts you are insured for, the Premiums you must pay and the Excesses and Limits that apply to any claim which you make under the policy. If there is a conflict between the Insurance Schedule and these terms and conditions, the Insurance Schedule will apply.
- 2.2.4. **The Terms and Conditions:** the policy terms and conditions set out your and our rights and duties below; what we do and do not insure; what to do if you have an Accident or if the Taxi is stolen or hijacked; and how to claim. The terms and conditions include –
  - 2.2.4.1. the general terms and conditions that apply to all of the insurance cover and benefits that are covered under the policy. These are set out in the body of this document;
    - Cover specific schedules that apply to the insurance cover and benefits provided by the policy which are attached to this document. There is a schedule for: –each type of insurance cover that is automatically included in the policy. These schedules set out specific information about what is covered, your additional duties, what and who we pay and how to claim;
    - each benefit included in the policy. These schedules set out specific information relating to the specific benefit and how to claim the benefit.

If there is a conflict between the general terms and conditions and any provisions in the Cover specific schedules, the Cover specific schedules will apply.

### 3. Interpreting the policy and definitions

- 3.1. **Singular and plural:** Words in the singular form include the plural forms. Words in the plural form include the singular forms.
- 3.2. **Headings:** Headings are only intended to help the reader of this policy to read and understand it. They are not intended to be terms of/by themselves.
- 3.3. **Examples:** Examples are only intended to help the reader of this policy to read and understand the terms and conditions of this policy. They are not intended to be terms or conditions of/by themselves. The terms and conditions do not apply only to the situations and facts given in the examples or to similar situations and facts.

- 3.4. **Including:** The word 'including' must be interpreted as not limiting the number and/or type of items that follow the word.
- 3.5. **Reference to laws:** When there is reference to a law or to a section of a law, we refer to such law or section of that law as amended, repealed or replaced.

## 4. Definitions

The words and phrases on the left have the meanings given on the right:

<b>Approved repairer</b>	<b>A repairer that is either on our panel (or Mobalyz's panel) of repairers and who we approve to do repair work to the Taxi or, if they are not on such panels, we or Mobalyz must agree in writing that the Taxi may be repaired by such repairer.</b>
<b>Accident</b>	An unplanned and unfortunate event affecting the insured motor vehicle and causing, loss or damage.
<b>Approved towing service</b>	A towing service provider approved by us or Mobalyz.
<b>Approved service provider</b>	A service provider approved by us or Mobalyz to provide any services on our behalf.
<b>Approved tracking company</b>	A company we approve that supplies and installs tracking devices in your Taxi.
<b>Approved tracking unit</b>	<p>A motor vehicle tracking device which shall be a wireless stolen vehicle recovery unit that must –</p> <ul style="list-style-type: none"> <li>• be used for tracking the movement of vehicles;</li> <li>• be functioning at all times during this policy;</li> <li>• have a battery life of at least 3 years;</li> <li>• be jamming and detection resistant;</li> <li>• be linked to a service provider that provides vehicle recovery services in the event of theft, hijacking or loss of the Taxi; and</li> <li>• be of the quality and standard that we approve; and</li> <li>• be concealed and embedded deep within the Taxi.</li> </ul>
<b>Broker</b>	The broker that is shown on the Insurance Schedule (which may also be referred to as the intermediary, binder broker or administrator).
<b>Claim event</b>	The happening of an Insured Event in relation to the insured motor vehicle that gives rise to a potential claim under this policy.

<b>Claim event date</b>	The date on which an event occurs that gives rise to a potential claim under this policy.
<b>Cover specific schedules</b>	The schedules attached to these terms and conditions that set out specific information about what is covered, the optional extensions you have elected to take out and the benefits available to you under this Policy.
<b>Credit agreement</b>	The credit agreement that you entered into with the Credit Provider to enable you to buy the Taxi.
<b>Credit provider</b>	The credit provider whose interest is noted on the Insurance Schedule.
<b>Driver</b>	The person who was driving the Taxi at the time of the Accident. This definition will not apply in respect of the schedule headed "Personal Accident Optional Extension" – the definition used in that Cover specific schedule will apply to that Cover specific schedule only.
<b>Excess</b>	The amount you must pay to the repairer towards your own claim that we approve.  Excesses are shown on the Insurance Schedule.
<b>Instalment</b>	The instalment payable under the Credit Agreement (as set out in the pre-agreement statement and quotation forming part of the Credit Agreement, as that instalment may have increased or reduced, from time to time, in accordance with the terms of the Credit Agreement).
<b>Insurance Proposal</b>	The form referred to in 2.2.12 that you complete or the recorded telephone call referred to in 2.2.12 during which you disclose your personal information and information regarding the Taxi. We use the information on this form or disclosed during the recorded telephone call to calculate your Premiums.
<b>Insurance Schedule</b>	The Insurance Schedule, as referred to in 2.2.3 above, contains information about you, the type of insurance you have bought (including any optional add-ons), and the amounts you are insured for, the Premiums you must pay and the Excesses and Limits that apply to any claim which you make under the policy.
<b>Insured event</b>	An event insured under this policy, as set out in the Cover specific schedules.
<b>Legal responsibility</b>	A duty imposed on someone to do something, whether imposed by the law or by agreement.
<b>Limit</b>	The most we pay for any event or item. Limits to our payment of the claim are shown on the Insurance Schedule.

<b>Outstanding Capital Amount</b>	The amount that you owe to the Credit provider under the Credit agreement which excludes any arrear Instalments, interest on arrear Instalments and any other fees that have accrued as a result of any default under the Credit agreement.
<b>Passenger</b>	Those natural persons who each pay a fare to be able to travel in the Taxi (and they are not the Driver nor are they related to the Driver or to you) and who were travelling in the Taxi at the time of the Accident.
<b>Premium</b>	The monthly amount which you must pay to us in terms of this policy so that you may continue to enjoy the benefits of the short-term insurance cover set out in the Insurance Schedule read together with these terms and conditions.
<b>Retail value</b>	The retail value according to TransUnion Auto Information Solution Dealers' Guide. If that Guide does not include the retail value of the Taxi, we will not pay more than the estimated value of the Taxi. The estimated value is calculated by reducing the purchase price paid by you for the Taxi by 2% each month from the date of purchase until the date of the relevant claim made by you for damage to the Taxi.
<b>Mobalyz Risk Services</b>	Mobalyz Risk Services Proprietary Limited, a private company with registration number 2005/044258/07, and a registered financial services provider (FSP licence number 29354) which has been appointed by us to manage this policy on our behalf.
<b>Start date</b>	The day that the policy begins for the first time. The start date for the policy is shown on the Insurance Schedule.
<b>Taxi</b>	The vehicle described in the Insurance Schedule.
<b>Territory</b>	South Africa, Botswana, Lesotho, Malawi, Zimbabwe, Namibia, Eswatini, Zambia and Mozambique.
<b>Total loss</b>	Under the Buyisela Policy, "Total loss" means that the Taxi is stolen and/or hijacked or damaged in an accident and is deemed a write off.
<b>Write Off</b>	<p>We will deem that your Taxi is a Write-Off</p> <ul style="list-style-type: none"> <li>- if the final assessed costs to repair the damages according to industry standards exceed 70% of its retail value at the time of the insured event.</li> <li>- if in the opinion of the assessor the damages are of such a nature that it could not be repaired to render it safe for further use.</li> </ul>

<b>Working Day</b>	Any day other than a Saturday, Sunday or public holiday in the Republic of South Africa.
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## 5. What we insure

### 5.1. Events and items that we insure

- 5.1.1. The events and items that we insure under this policy are set out in the Insurance Schedule.
- 5.1.2. The terms and conditions relating to the events and items that we insure, as well as any benefits that are automatically included in this policy, are set out in the schedules to these terms and conditions.

### 5.2. Uses of the Taxi that we insure

#### 5.2.1. Uses that we insure (This is what you may only use the Taxi for)

We insure you **for** the following uses of the Taxi:

- 5.2.1.1. Private use: social, personal and leisure purposes; and
- 5.2.1.2. Business use: your business or occupation.

#### 5.2.2. Uses that we do not insure (This is what you must not use the Taxi for)

We do not insure you for the following uses of the Taxi:

- 5.2.2.1. providing driving lessons for a fee;
- 5.2.2.2. hiring the Taxi out to, and for use by, another person;
- 5.2.2.3. carrying more passengers than the capacity that the Taxi is designed or licensed to carry;
- 5.2.2.4. carrying or pulling a heavier load than the load that the Taxi is designed or licenced to carry;
- 5.2.2.5. taking part in strikes, marches, road closures and/or any other forms of protest;
- 5.2.2.6. taking part in racing, speed or other contests, rallies and trials;
- 5.2.2.7. carrying explosives or any other dangerous items or substances, for example firearms, weapons, flammable liquids/solids, gases, corrosives and toxic substances. If any of these items are found in the Taxi (regardless of the reason for these items being in the Taxi), you will not be covered;
- 5.2.2.8. carrying any illegal or illicit goods, items or substances;
- 5.2.2.9. carrying on any illegal trade or activity; and/or
- 5.2.2.10. any purpose connected to the motor trade. However, we insure you while your Taxi is in possession of a member of the motor trade for the overhaul, maintenance or repair of the Taxi.

### 5.3. We only insure events that take place inside the Territory

- 5.3.1. Unless otherwise stated in the schedules to these Terms and Condition, we insure events that take place inside the Territory.
- 5.3.2. There are some events that we insure only if they take place in South Africa. Please read the schedules carefully to ensure that you understand what events these are.

## **6. General exclusions (what we don't insure)**

- 6.1. We do not pay out for claims related to any of the following events or items:
- 6.1.1. consequential loss (consequential loss is indirect loss or damage that arises because of an event we insure. An example is loss of income of your passenger caused by the breakdown of the Taxi);
  - 6.1.2. depreciation in value of the Taxi, regardless of whether the depreciation resulted from repairs following loss or damage;
  - 6.1.3. wear and tear of the Taxi or any part of the Taxi;
  - 6.1.4. mechanical or electrical breakdowns, failure or breakages (unless otherwise provided in a Cover specific schedule);
  - 6.1.5. claims that arise out of your contractual responsibility to another person;
  - 6.1.6. tyres and springs including, without limitation, damage to tyres by applying brakes or by road punctures/potholes, cuts or bursts or damage to springs because of uneven road or other surfaces;
  - 6.1.7. if the Driver of the Taxi is not in possession of any licences required by law to operate the Taxi for the purpose it is being operated (except where the relevant licence has expired and there is no legal reason it cannot be renewed, and the driver is not disqualified from getting a new licence);
  - 6.1.8. if the Driver of the Taxi is not in possession of a valid motor vehicle licence in the Territory;
  - 6.1.9. driving under the influence of drugs and/or alcohol;
  - 6.1.10. if the Taxi is not driven in accordance with the applicable laws of the Territory;
  - 6.1.11. if you are no longer registered as the owner of the Taxi according to the licensing documents (eNaTIS documents) applicable to the Taxi;
  - 6.1.12. events and items listed in Annexure A as these are covered by SASRIA SOC Ltd. SASRIA SOC Ltd (South African Special Risks Insurance Association) is a South African government insurance company that covers loss or damage from a defined set of events related to labour disputes, civil disobedience, violence and nuclear events. SASRIA cover applies in South Africa only. We do not pay for any claims for loss or damage from events and items covered by SASRIA SCO Ltd.
- You can get more information about SASRIA SOC Ltd by calling us on 0800 214 790.
- 6.2. If we claim that any loss or damage is not insured by us and you claim that the loss or damage is insured by us, you must prove that it is insured under this policy.

## **7. Your legal duties**

- 7.1. **Report about Taxi's condition:** You must send a report prepared by an Approved service provider about the Taxi's condition within 7 days of the policy Start date (as set out on the Insurance Schedule). You may send the report to the Broker or to Mobalyz Risk Services on [vicreport@mobalyz.com](mailto:vicreport@mobalyz.com). If we do not receive this report in time or at all, we have the right to review or reject your proposal for insurance. If we decide to use our right to review or withdraw our offer of insurance to you, you may not receive the same offer of insurance cover or the Premium and if you



claim and we agree to pay your claim, we may decide to pay you an amount which is less than the amount which we had offered to pay to you in the event of a valid claim.

7.2. **You must look after the Taxi:** For this purpose, you must:

- 7.2.1. keep the Taxi in proper working order and, at your own cost, maintain the Taxi;
- 7.2.2. keep the Taxi in a roadworthy condition according to laws of South Africa;
- 7.2.3. protect the Taxi from loss or damage;
- 7.2.4. give us access to examine the Taxi or any Driver of the Taxi;
- 7.2.5. after an event that we insure takes place you must:
  - 7.2.5.1. not leave the Taxi unattended without first putting in place effective safety measures to prevent further loss or damage;
  - 7.2.5.2. not deliberately or negligently allow further loss or damage to occur; and
  - 7.2.5.3. not drive the Taxi before necessary repairs are carried out.

7.3. **You must operate the Taxi in accordance with the law:** You must operate the Taxi in accordance with the laws of the relevant Territory in which you operate the Taxi. You must also ensure that you comply with any laws that apply to the business or the purpose for which you operate the Taxi.

7.4. **Driver of the Taxi:** If someone other than you is operating the Taxi, you must provide us with the full names, ID number and contact details of that person and you must also make sure that person meets all the following conditions -

- 7.4.1. they have your permission to operate the Taxi;
- 7.4.2. they do not have insurance under any other policy for the events and items insured by this policy;
- 7.4.3. they have not been refused motor insurance by any insurance company; and
- 7.4.4. they comply with the terms and conditions of this policy. This means that you have the duty to ensure that person knows and understands these terms and conditions.

7.5. **Driver's licence:** You must tell us immediately in writing if your driver's licence, or the Driver's licence of any person you give permission to drive the Taxi, is endorsed, suspended or cancelled. This includes charges or a conviction brought against you or them for negligent or reckless driving.

7.6. **You must not admit responsibility to third parties:** After an event that we insure takes place -

- 7.6.1. do not admit to any third party that you were at fault unless we have given you our written permission; and
- 7.6.2. do not offer to pay a third party's claim against you unless we have given you our written permission.

7.7. **You must use Approved repairers:** We appoint Approved repairers. If we require it, you must use the repairers we appoint. We will give you their details when you claim for an Insured event. We will consider any reasonable request for you to use your own repairer. You must receive our consent in writing before you do so. We pay the repairer direct for repairs. We will not pay you.

- 7.8. **You must keep your insurance up to date:** It is your responsibility to ask the Broker to review the Retail value of your Taxi on each anniversary date of your policy Start date to ensure that you have enough insurance at all times (the anniversary date is the same date 12 months after the Start date of this policy).
- 7.9. **We may conduct legal proceedings in your name:** We may take over and conduct in your name the prosecution, defence or settlement of any claim that we have accepted (this is known as “subrogation”). You must give us all information and help that we ask for to conduct these legal proceedings.
- 7.10. **You must pay your Premiums every month:** Information about paying your Premiums is set out in clause 8 below.
- 7.11. **You must prevent/limit damage:** you must take all reasonable precautions to prevent or minimise loss or damage bodily injury, death, liability and accidents.
- 7.12. **Additional duties:** Read the schedules to these terms and conditions carefully as there may be additional duties that you have to perform to ensure that you are covered (for example, you must have an Approved tracking unit installed in the Taxi that is in working order if you want to claim for theft and/or hijacking).

## **8. About Premiums**

### **8.1. Paying Premiums**

- 8.1.1. The Premium set out in the Insurance Schedule is due and payable on the first day of every month and must be paid by debit order or by cash, unless the Credit provider has decided to pay the Premium on your behalf.
- 8.1.2. The Premiums may change from time to time on the renewal of this policy and/or if the risk changes during the term of the policy. We will give you notice of these changes in accordance with applicable laws.
- 8.1.3. **If the Taxi is financed:** if the Taxi is financed your Credit provider can, but does not have to pay the Premium on your behalf. If the Credit provider decides to pre-pay the Premium on your behalf, you do not have to pay the Premium to us but you do have to pay the Instalment due under the Credit agreement to the Credit provider. If the Credit Provider, at any time during the term of the Credit agreement, decides not to pay the Premium to us and notifies you that it will no longer pay the Premium, you must pay the Premium via debit order or by cash or any other payment methods that we may approve from time to time.
- 8.1.4. **If you pay by debit order:** other than the debit order for the first month's premium, you may choose the date for your debit order from the dates we have provided. We will debit your account for the Premium on the date that you have chosen, unless the date occurs on a day other than a Working Day, in which event we will debit your account on the next Working Day. We will collect the proportionate amount of the first month's Premium within 3 days after the Start date of the policy from your bank account by debit order (this is so that you only pay for the number of days for which you are insured by us). **If the debit order is not successful, we may attempt to collect the first month's Premium at any point thereafter until the second month's Premium is due. If we have not**

collected the first month's Premium by the date on which the second month's Premium is due, we will collect the first month's Premium at the same time as the second month's Premium.

- 8.1.5. **If you pay by cash:** we must receive the cash Premium every month in advance. We must receive your Premium before or on the first day of the month for which you will be insured, but this rule does not apply to the first month's Premium. You must pay the proportionate amount of the first month's Premium on or before the third day after the Start date of the policy (this is so that you will only pay for the number of days for which you are insured by us.) The Broker will notify you what this amount is.

## 8.2. **If we don't receive your Premium in time**

- 8.2.1. If we do not receive your Premium on the date on which it is due or on the date that we agree to debit your account if you pay by debit order, you will only have a 30-day period ("grace period") within which you can pay the Premium without us cancelling the policy during that grace period.

- 8.2.2. **If you pay by debit order:** you can ask us to debit the account on any date following the missed payment date that you have enough money in your account. If you do not ask us to debit on a specific date, we may attempt to collect the missed month's Premium at any point thereafter until the next month's Premium is due. If we have not collected the missed month's Premiums by the date on which the next month's Premium is due, we will collect the missed month's Premium at the same time as the next month's Premium becomes due.

If we are unable to collect both Premiums, your policy automatically ends. The end date of the policy will be midnight on the last day of the month for which we have received premium and all cover in terms of this policy will cease. We will not pay any claims that occur after the end date of the policy.

- 8.2.3. **If you pay by cash:** we must receive your cash payment by the end of the grace period. If we do not receive your payment by then, your policy automatically ends. The end date of the policy will be midnight on the last day of the month for which we have received premium and all cover in terms of this policy will cease. We will not pay any claims that occur after the end date of the policy.
- 8.2.4. If you do not pay all Premiums due in terms of this policy (including, without limitation, the Premiums due in respect of Optional Extensions), then you cannot claim under the Optional Extensions to this policy either.

## 9. **Reinstating your policy**

- 9.1. If you offer payment of the late or missed Premium after the 30 days' grace period, we may accept or reject the payment.
- 9.2. If we accept it, we alone may decide whether to reinstate the policy and to choose the reinstatement date.

## 10. **Claims**

### 10.1. **How to claim under this policy**

- 10.1.1. **Report claims to the police within 24 hours:** You must report events (which may lead to claims) that involve Accidents, theft/hijacking and other criminal acts to the police within 24 hours of the event having occurred.
- 10.1.2. **Claims for events occurring after the Start date only:** If the Insured event occurs before the

Start date of this policy, we will not pay for the claim. If you decide to take out any Optional Extensions after the Start date of this policy, then you will only be able to claim under the Optional Extensions if the Insured event occurs after the Optional Extension forms part of this policy.

10.1.3. **Time limits to notify us of your claim:** you must notify us of your claim by contacting the Broker. The Broker's contact details are set out on the Insurance Schedule. If your claim is –

10.1.3.1. for theft and/or hijacking of the Taxi, you must notify the Broker within 14 days of the Taxi being stolen and/or hi-jacked;

10.1.3.2. for Legal responsibility to third parties, you must notify the Broker within the time periods set out in the relevant schedule hereto; and

10.1.3.3. for any other type of claim, you must notify the Broker within 31 days of the event giving rise to the claim taking place.

10.1.4. **Give us all documents within 14 days for theft or hijacking claims or 31 days for other claims:** you must confirm your claim by notifying the Broker. The Broker's contact details are set out in the Insurance Schedule. You must give the Broker all of the following documents:

10.1.4.1. full details of the Insured event that led to the claim and supporting documents (for example photographs of the accident scene, police case numbers and reports, statements) and any other information we ask for;

10.1.4.2. any letters or other documents that you receive in relation to the claim (for example, letters from third parties, legal letters or a summons);

10.1.4.3. information about any prosecution or inquest that is brought against you in relation to the event;

10.1.4.4. details of any other insurance policy you have for the event; and

10.1.4.5. any other information that we or Mobalyz Risk Services or the Broker ask you for.

10.1.5. **What happens if you don't bring your claim in time or submit your documents in time:** You lose your right to claim if you do not notify us of your claim in time or if you do not provide us with the claim documents in time. This means that we will not accept or process your claim.

## 10.2. **How we pay claims**

10.2.1. We can choose how we pay out for a valid claim. We can choose to:

10.2.1.1. replace the stolen or damaged item with a similar item (bearing in mind that **we may choose to replace items with new, used, aftermarket or refurbished items**);

10.2.1.2. pay cash for the stolen or damaged item. If there is a Credit provider, we pay the Credit provider if the Taxi is a Total loss; and/or

10.2.1.3. negotiate and settle any passenger claims. We can choose whether we pay the Credit provider or the third party directly.

10.2.2. We can choose whether we pay the Credit provider or the third party directly.

10.2.3. We only pay claims relating to this policy in South African Rands.

10.2.4. We may withdraw from any defence proceedings to settle the claim for a lower amount than what is claimed. We are not responsible to you or any third party for any costs that you incur after we withdraw.

### 10.3. **What we pay**

- 10.3.1. We pay up to the Limits shown on the Insurance Schedule less the Excess (which you must pay according to our instructions) depending on the type of loss you claim for under this policy.
- 10.3.2. If there is an Accident that results in us being legally responsible to more than one person, the total amount we pay for all people collectively is the Limit shown on the Insurance Schedule.
- 10.3.3. **If you have other insurance for the same event or item:** if any event or item which we insure under this policy is also insured by another insurance policy, we compensate you only for our proportion of the claim relating to such event or item.

### 10.4. **You pay the Excess**

- 10.4.1. For every claim under this policy you must pay the Excess. You must pay the Excess whether you are at fault or not.
- 10.4.2. If we pay a cash amount to settle your claim, we subtract the Excess from the amount we pay.

### 10.5. **Our responsibility ends after we pay**

After we have paid the amount of claim, whether to you, an Approved repairer or the Credit provider, we are not responsible to pay any other amounts.

### 10.6. **If we refuse to process or reject your claim**

- 10.6.1. We will not accept and process your claim if you do not notify the Broker of your claim in time or if you do not provide the Broker with the claim documents in time.
- 10.6.2. We will also reject or repudiate your claim if –
  - 10.6.2.1. you do not comply with the terms and conditions of this policy;
  - 10.6.2.2. you or anyone acting for you provides us with incorrect, fraudulent or exaggerated information about you, the Taxi, the events that give rise to any claim and/or the claim. In these circumstances, you give up the right to receive any payment of the claim or any benefit under that claim and we will recover from you any amounts already paid to you or on your behalf.
- 10.6.3. If we refuse to process your claim or reject your claim, we will let you know. You have 90 days to raise an objection and dispute our decision. If your objection is unsuccessful you have 180 days after this period to start legal proceedings against us. You lose your right to start legal proceedings if you do not, within 90 days, raise an objection and dispute our decision to reject your claim.
- 10.6.4. You can also raise your objection by referring your dispute to the Short-term Insurance Ombudsman. You will find the contact details of the Short-term Insurance Ombudsman in the FAIS Disclosure document attached to the Insurance Schedule.

## 11. **How to cancel this policy**

### 11.1. **When you may cancel the policy**

At any time and by giving us 31 days' written notice you may choose to –

- 11.1.1. cancel this entire policy with effect from the first day after the 31-day notice period. If you have paid Premiums for any period post the date of termination, you will and receive a full refund of those Premiums; and

### 11.2. **When we may cancel the policy**

- 11.2.1. We may cancel this policy if you have not paid your Premiums on time or within the grace period referred to in 8.2. For late payment or non-payment of Premiums, please see clause 8 (about Premiums).
- 11.2.2. We may also cancel this policy with immediate effect on written notice to you if there is a material change in the risk covered under this policy or if there are any laws that require us to terminate this policy.
- 11.2.3. If we cancel this policy for any reason other than the reasons set out in 11.2.1 and/or 11.2.2, we may cancel this policy by giving you 31 days' written notice.

## **12. About sharing information**

Your privacy is of utmost importance to the Insurer. We will take the necessary measures to ensure that any and all information, including Personal Information (as defined in the Protection of Personal Information Act 4 of 2013) provided by you or which is collected from you is processed in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 and further, is stored in a safe and secure manner. You hereby agree to give honest, accurate and up-to-date Personal Information and to maintain and update such information when necessary.

- 12.1. By taking out this policy, you agree that we, Mobalyz Risk Services may collect, use, share and store your information to:
  - 12.1.1. manage your policy;
  - 12.1.2. develop and improve our services to you and other customers;
  - 12.1.3. protect our interests;
  - 12.1.4. prevent and detect fraud, money laundering and other crime;
  - 12.1.5. comply with any legal or contractual obligation which we are required to comply with;
  - 12.1.6. market Mobalyz Risk Services' other products to you; and/or
  - 12.1.7. meet our obligations to any regulatory or government authority.
- 12.2. You agree that we may share your personal information with any legitimate sources. Examples of legitimate sources include, without limitation, companies that we have partnered with to make certain benefits available to you, companies that we have engaged to render services to us that may affect this policy, companies or contractors that we have engaged to manage this policy and/or any benefits and/or any claims under this policy, brokers and other financial services providers, other financial institutions (including the Credit provider), and bureaux.
- 12.3. We undertake to share your personal information only with legitimate sources and only for the purposes of or in connection with this policy.
- 12.4. You acknowledge that any Personal Information supplied to us in terms of this policy is provided according to the applicable laws.
- 12.5. Unless consented to by yourself, we will not sell, exchange, transfer, rent or otherwise make available your Personal Information (such as your name, address, email address, telephone or fax number) to any other parties and you indemnify the Insurer from any claims resulting from disclosures made with your consent.
- 12.6. You understand that if we have utilised your personal information contrary to the applicable laws, you have the right to lodge a complaint with Guardrisk within 10 (ten) days. Should Guardrisk not



resolve the complaint to your satisfaction, you have the right to escalate the complaint to the Information Regulator.

## **13. General provisions**

### **13.1. Whole agreement**

Only information contained in the 3 documents referred to in clause 2.2 form part of this policy. Statements and representations made to you by any person that are not contained in these documents do not form part of this policy.

### **13.2. Each clause is separate**

Each clause of this policy, whether a term, condition, rule or obligation, is separate from any other in this policy. This means that if a court or regulator decides that any clause is unenforceable for any reason, the rest of the clauses will remain in force. The unenforceable clause will be treated as if it had not been included in the policy at the start. You and we agree that any unenforceable clause would not have been included in the policy if either of us had known that it could become unenforceable. Neither you nor we are bound to an unenforceable clause.

### **13.3. Changes must be in writing and agreed**

- 13.3.1. Any changes to the policy must be in writing and agreed to by you and us.
- 13.3.2. We may vary or change the terms and conditions of this policy from time to time. We will give you 31 days' written notice giving full details of any changes.
- 13.3.3. This policy will automatically renew every year on the anniversary of the Start date. We will send you an updated Insurance Schedule showing the changes, if any, made to your policy when it is renewed.
- 13.3.4. If you want to change any information about yourself or the items you insure, please contact the Broker using the contact details set out in the Insurance Schedule. If we agree to the changes you ask for, we will confirm those changes in writing.

### **13.4. South African law and jurisdiction**

South African law governs this policy. South African courts have the exclusive authority to hear matters arising from this policy (this authority is known in law as jurisdiction).

### **13.5. Address for service of notices**

- 13.5.1. You choose the address set out on the insurance schedule as the address to which we must send written notices to you (also called your domicilium citandi et executandi ("domicilium"). You may change your domicilium by notifying the Broker of the change.
- 13.5.2. We and the Brokers who manage this policy on our behalf may send notices to you via post, email, fax, SMS, Whatsapp message or via any other electronic means.

### **13.6. Cooling off**

- 13.6.1. If you are not satisfied with the policy you are entitled to a period of up to 31 days after the policy has been issued within which you may cancel your policy in writing at no cost. Cover will cease upon cancellation of the policy. You may only cancel this policy within 31 days where no claim or benefit has been paid or the event insured against under the policy has not yet occurred.

- 13.6.2. All Premiums that were paid up to the date that your written notice of cancellation was received will be refunded to you within 31 days.

## Cover Specific Schedules

### Schedule 1: Total loss

#### 1. Events and items that we insure

We insure your Taxi for Total loss. This will provide cover when –

- 1.1. the Taxi is stolen or hijacked;
- 1.2. the Taxi is a damaged and declared a write off; and/or
- 1.3. the type of repairs that have to be made to the Taxi would, in our opinion, compromise the safety of the Taxi or, in other words, would make the Taxi unsafe for carrying passengers or any load that it is designed to carry.

#### 2. Events and items that we do not insure

- 2.1. If you do not have an Approved tracking unit installed in your Taxi that is working at the time of the theft or hijacking, we will not pay any claims for theft or hijacking, and you will only be covered for Total loss claims if there is an Accident.
- 2.2. We do not insure you for any damage that existed on the Taxi before you bought this policy. We rely on the report of condition provided by the Approved service provider contemplated in clause 7.1 in order to assess the condition of your Taxi before we approve you insurance cover.

#### 3. Your additional duties to ensure that you are covered

- 3.1. If you want to claim for theft and/or hijacking, you must have an Approved tracking unit installed in your Taxi that is working at the time the Insured event took place. You must provide us with proof of this.
- 3.2. Within 7 days from the Start date of the policy, you must get an Approved tracking unit installed in your Taxi.
- 3.3. If the Taxi is not financed and you claim for theft or hijacking in the first 7 days of the policy, we will pay out but only if you can show you have attempted to get an Approved tracking unit installed in your Taxi.
- 3.4. You must:
  - 3.4.1. supply us with the Approved tracking unit certificate as proof of having it installed;
  - 3.4.2. pay the monthly connection fees to keep the services from the Approved tracking company active;
  - 3.4.3. comply with the terms and conditions of the Approved tracking company;
  - 3.4.4. test the Approved tracking unit at least twice each year to make sure the unit is operational;
  - 3.4.5. immediately go to the Approved tracking company's fitment centre if you think the Approved tracking unit is not operational; and
  - 3.4.6. report any theft or hijacking to the Approved tracking company immediately and no later than 24 hours after the theft or hijacking.



#### **4. What we pay and Limits to our payment of the claim**

- 4.1. **If the Taxi is not financed:** we pay the Retail value of the Taxi at the time of the Insured event less the Excess, subject to the Limit set out in the Insurance Schedule.
- 4.2. **If the Taxi is financed:** we pay the higher of –
  - 4.2.1. the Retail value of the Taxi at the time of the Insured event less the Excess; and
  - 4.2.2. the total principal debt outstanding under the Credit agreement but excluding any amounts in arrears, subject to the Limit set out in the Insurance Schedule.

#### **5. Who we pay**

- 5.1. **If the Taxi is not financed:** we pay the claim amount to you.
- 5.2. **If the Taxi is financed:** we pay the claim amount to the Credit provider, provided that if amount that is due to the Credit provider under the Credit agreement is less than the claim amount, we will pay the balance of the claim amount (after first paying the Credit provider the amount owing to the Credit provider) to you into a South African bank account of your choice. You must give us the details of your bank account and any documentation that we may require to ensure the banking details that you provide are correct and accurate. into a bank account that you notify us of in writing.
- 5.3. If Credit Shortfall is included in the Insurance Schedule, then we will only pay an amount to the Credit Provider and no further amount will be payable by us to you.
- 5.4. If Credit Top-Up is included in the Insurance Schedule, then an additional amount may be payable, however the total amount that we will pay out under this policy for Total loss, Deposit Sure and Credit Top-Up (combined) will be limited to a maximum amount equal to the price you paid for the Taxi.

#### **6. How to claim**

For claims for Total Loss of the Taxi, submit the claim to us by:

- 6.1. reporting events (which may lead to claims) that involve Accidents, theft and other criminal acts to the police within 24 hours of the event having occurred;
- 6.2. reporting any theft or hijacking to the Broker within 14 days of the date of the theft or hijacking occurring;
- 6.3. reporting any Accidents or other Insured events to the Broker within 31 days of the date of the Accident or Insured event occurring;
- 6.4. submitting a copy of each of the following documents to the Broker within 14 days of the Taxi being stolen or hijacked or within 31 days of the date on which the Accident or any other Insured event occurred:
  - 6.4.1. completed claim form as provided by us to you;
  - 6.4.2. the police report;
  - 6.4.3. the police case number;
  - 6.4.4. document setting out the details of the police station where the Accident/insured incident was reported and the attending officer who assisted you in reporting the Accident/Insured event;
  - 6.4.5. your statement to the police about the Accident/Insured event;
  - 6.4.6. a detailed list of items lost, stolen or damaged during the Accident/Insured event;
  - 6.4.7. (if applicable) details of any third party involved in the Accident/Insured event;

6.4.8. if required by us, a signed form in the prescribed format to change ownership of the Taxi together with the original eNaTIS document issued by the Department of Transport confirming registration and ownership of the Taxi; and

6.4.9. any other documentation/ information we request from you to enable us to process your claim.

## **7. Ownership of the Taxi**

7.1. The Taxi becomes our property if we pay a claim for Total loss.

7.2. If the Taxi is recovered after it is stolen or hijacked, you must inform us and hand the Taxi over to us.

## **8. Notification to tracking company**

If we or the Broker becomes aware that the Taxi may have been stolen or hijacked or is left abandoned, we and/or the Broker are entitled (but are not obliged) to give instructions to the Approved tracking company, on your behalf, to trace, track and recover the Taxi and ensure that the Taxi is appropriately stored.

## **Schedule 2: Passenger liability cover**

### **1. Events and items that we insure**

1.1. We insure you for amounts that you are legally responsible to pay to Passengers as a result of an Accident caused by or involving the Taxi for:

1.1.1. death of a Passenger;

1.1.2. bodily injury to a Passenger,

which is not covered by any motor vehicle legislation due to it being financially unable to provide compensation.

1.2. This cover includes an Accident caused by or involving the Taxi when Passengers are getting on and off the Taxi or are being transported in the Taxi.

1.3. We may, but do not have a legal duty to, pay the expenses:

1.3.1. for you to be represented at an inquest if a Passenger has died; and

1.3.2. for defending criminal proceedings against you in a Magistrate's Court.

1.4. You must get our written consent before incurring any expenses contemplated in 1.3 above.

#### **For example:**

If a Passenger injured in the Accident brings legal action against you, you must get our written approval to hire an attorney to represent you in court. We will approve a maximum amount that we will pay. If we give our consent, we will pay for the attorney up to the amount we approve or the amount of the attorney's invoice, whichever is the lower. We will not pay if you do not have our written consent before you hire the attorney.

### **2. Events and items that we do not insure**

2.1. We do not insure the death, injury or illness of any person other than a Passenger but excludes Passengers who -

2.1.1. you employ if the death, injury or illness is a result of their employment with you;

2.1.2. is a member of the same household as you (including domestic workers);

2.2. We do not provide this cover in instances where the Taxi was, immediately prior to the Accident, being

utilised for any purpose other than the purpose of providing transport services to Passengers who paid a fare for such service.

- 2.3. We do not pay out any claims under this Passenger Liability cover if the Accident occurs outside of South Africa.

### **3. What we pay and Limits to our payment of the claim**

- 3.1. For the purpose of claims which Passengers make against you in relation to matters contemplated under this policy we **may** (if you submit a claim in terms of this policy) pay the lower of the following amounts (subject to the Limits) and after deduction of the Excess-
  - 3.1.1. the amount we are legally responsible for; and
  - 3.1.2. the amount we can settle the claim for.
- 3.2. For Passenger Liability, there is a Limit to the amount that we pay out for (i) for the claim and (ii) for the Passenger's costs and expenses. This Limit is set out in the Insurance Schedule for Legal responsibility to third parties.
- 3.3. These Limits are all set out separately in the Insurance Schedule. These Limits include amounts for the passenger's costs and expenses, including the costs of bringing legal proceedings. This means we do not pay extra (i.e. more than the Limit) for the passenger's costs and expenses.

### **4. How to claim**

For claims for Legal responsibility to third parties (including passengers), you must:

- 4.1. notify the Broker of any event that might give rise to a claim involving third parties within 14 days of the Claim event date; and
- 4.2. send the Broker any legal documents or processes within 5 days of the date when you received those legal documents.



## Annexure A: Sasria SOC Limited Policy Wording

### Dear customer...

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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](mailto:contactus@sasria.co.za) | [www.sasria.co.za](http://www.sasria.co.za)

## General terms and conditions

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### 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 SOC Limited

Tel: +27 112140800 | 086 172 7742 Fax: +27 11447 8630 | 086 172 7329  
36 Fricker Road, Illovo, 2196 P.O.Box 653367, Benmore, 2010 Email: [contactus@sasria.co.za](mailto:contactus@sasria.co.za) Website: [www.sasria.co.za](http://www.sasria.co.za)  
Sasria SOC Ltd: Reg. No. 1979/000287/30 FSP License No.: 39117



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**:

Your Sasria policy covers **civil commotion, riot, strike, lockout, public disorder, rebellion and revolution and terrorism**.

Your Sasria policy does not cover **war and war-related activities**.

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

## 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. Sasria covers its own list of extensions at an additional premium. You will find the list of extensions at [Motor Section](#) . Contact us if you want Sasria cover for any of these extensions.

## 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

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### 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

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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	<p>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”.</p> <p>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:</p> <ul style="list-style-type: none"> <li>• A disturbance of the public peace;</li> <li>• Which happens openly, or which is clear upon observing;</li> <li>• In disobedience of authority; and</li> <li>• Which leads to physical loss or damage.</li> </ul>
Lockout	<p>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”.</p> <p>This definition may be amended by South African law from time to time.</p>
Looting	<p>To steal goods, typically during a riot, strike or civil commotion. Looting must take place during an event that Sasria covers.</p> <p>Sasria does not cover theft.</p>
Policyholder	<p>The person(s) or juristic entity in whose name the policy is issued. A policyholder could be:</p> <ul style="list-style-type: none"> <li>• A holding company and all its subsidiaries (as set out in the Companies Act, 61 of 1973); or</li> <li>• A subsidiary of the holding company; or</li> <li>• An entity other than a company; or</li> <li>• A person or persons.</li> </ul>
Public disorder	<p>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.</p>
Riot	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>• Three or more persons who have assembled with the same objective;</li> <li>• A tumultuous disturbance of the public peace;</li> <li>• Which leads to strife, violence or threats of violence; and</li> <li>• Physical loss or damage.</li> </ul> <p>In terms of this definition, Sasria does not consider the violent acts of three or more people who have different objectives as a riot.</p>



Strike	<p>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”.</p> <p>This definition may be amended by South African law from time to time.</p>
Terrorism	<p>The unlawful use of violence and intimidation, especially against civilians, in the pursuit of political aims.</p> <p>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.</p>
Total loss	<p>A vehicle is a total loss if the cost to repair the damage to the vehicle exceeds 70% of the retail value of vehicle.</p>

## WHO do we cover?

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

## 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

Sasria does not compensate you for:

1. 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;
2. Consequential loss or damage resulting from stopping work, totally or partially, or from delaying, interrupting or stopping any process or operation;
3. Loss or damage resulting from a lawful authority confiscating, commandeering or requisitioning insured property, permanently or temporarily, or any attempt to do so;
4. 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;
5. 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;
6. Any attempt to perform any act referred to in clauses 4 and 5 above;
7. 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;
8. 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 1976) or any similar Act operative in South African territory to which this policy applies;
9. 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;
10. 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.

## 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, e- bikes, 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, e- bikes, 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 more than 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.

## **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. See [Sasria Rates Schedule](#) to check 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.





## Sasria Disclosure

### DISCLOSURE NOTICE TO NON-LIFE (SHORT-TERM) INSURANCE POLICYHOLDERS IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES (FAIS) ACT 37 of 2002

(This Notice does not form part of your insurance policy) <b>Insurer: Sasria SOC Limited</b>			
Sasria SOC Ltd ("Sasria") is an authorised Financial Services Provider (FSP) registered under FSP number 39117.			
<b>Postal Address:</b>  P.O Box 653367,  Benmore, 2010	<b>Physical Address:</b>  36 Fricker Road,  Illovo, Sandton,  2196	<b>Telephone Number:</b>  (011) 214 0800	
<b>Relevant Insurance Cover Held:</b> Yes			
<b>Financial Products:</b> Non-Life Commercial & Personal Lines			
<b>Conflict of Interest Policy:</b> Sasria has adopted a Conflict of Interest Management Policy to avoid and mitigate any potential conflicts of interest. The policy is available at <a href="http://www.sasria.co.za">www.sasria.co.za</a>			
<b>Compliance Officer</b>  Mr. Mziwoxolo  Mavuso  <b>Tel:</b> 011 214 0800	<b>All Complaints and Compliance related queries to be addressed to:</b>  <u>Compliance Officer</u>  Sasria SOC Limited  P.O Box 653367,  Benmore, 2010	<b>Claims Notification Procedures:</b>  In the event of a claim, all relevant documents relating to your claim must be submitted to the Agent Company, the name and address of whom appears below.	<b>Email Address:</b>  <a href="mailto:mziwoxolom@sasria.co.za">mziwoxolom@sasria.co.za</a>  or <a href="mailto:contactus@sasria.co.za">contactus@sasria.co.za</a>  <b>Website:</b>  <a href="http://www.sasria.co.za">www.sasria.co.za</a>





If you have any claims and compliance-related issues that have not been resolved to your satisfaction by Sasria, you may address your queries to:

<b>National Financial Ombud Scheme</b>	<b>NFO Cape Town</b> 6th Floor, Claremont Central building, 6 Vineyard Road, Claremont Cape Town, 7700 <b>NFO Johannesburg</b> 110 Oxford Rd, Houghton Estate, Johannesburg, 2198	<b>Telephone:</b> 0860-800-900 <b>WhatsApp:</b> 066 473 0157	<b>Email:</b> <a href="mailto:info@nfosa.co.za">info@nfosa.co.za</a> <b>Website:</b> <a href="http://www.nfosa.co.za">www.nfosa.co.za</a>
<b>FAIS Ombudsman</b>	<b>Postal Address:</b> PO Box 41 Menlyn Park 0063 <b>Physical Address:</b> Menlyn Central Office Building, 125 Dallas Avenue, Waterkloof Glen, Pretoria, 0010	<b>Telephone:</b> 012 762 5000 <b>Share Call:</b> 086 066 3274	<b>Email:</b> <a href="mailto:info@faisombud.co.za">info@faisombud.co.za</a> <b>Website:</b> <a href="http://www.faisombud.co.za">www.faisombud.co.za</a>
<b>Financial Sector Conduct Authority</b>	<b>Postal Address:</b> PO Box 35655, Menlo Park, 0102 <b>Physical Address:</b> 41 Matroosberg Road Ashlea Gardens, Pretoria, 0002	<b>Telephone:</b> 012 428 800 <b>Switchboard:</b> 0800 20 37 22 <b>Fax:</b> 012 346 6941	<b>Email:</b> <a href="mailto:info@fsca.co.za">info@fsca.co.za</a> <b>Website:</b> <a href="http://www.fsca.co.za">www.fsca.co.za</a>



## ABOUT YOUR SASRIA COUPON/POLICY

<b>Name and Address of Sasria Agent</b> <b>Company</b>	This is the underlying Insurer who issue your Sasria Coupon/ Policy on behalf of Sasria SOC Limited
<b>Details of Policy</b>	Cover is provided in respect of all classes of business as per the underlying policy, subject to those classes insurable by Sasria.
<b>Premium R</b> <b>Frequency of Premium</b> <b>Payments Manner of Premium</b> <b>Payments Due date for</b>	These details are reflected in the quotation, in the policy schedule and in the Disclosure Notice forming part of disclosure for the underlying policy
<b>Consequences of Non-payment of Premium</b>	Cover will cease in the event of the policyholder failing to pay premium. Please refer also to the Disclosure Notice document which provided further details as to premium and monetary obligations.

Sasria is striving for excellence. Should we fail to deliver on our service promises or for any complaints, you can send an email to: [contactus@sasria.co.za](mailto:contactus@sasria.co.za)