

# **E-Hailing Motor Comprehensive Insurance Policy**

## **Terms & Conditions**

## Insurance Policy

### Vehicle Insurance Policy

This is your Vehicle Insurance Policy, a product of Guardrisk Insurance Company Limited, an authorised Financial Services Provider and Licensed non-life Insurer (FSP No. 75). You pay a monthly amount called a premium and in exchange we pay if your Vehicle is stolen, hijacked, involved in an accident, is damaged, or you, your passengers or other people get injured. We pay valid claims only if you comply with all the provisions of this insurance policy.

There are some events and items that we do not insure (see section 6). There are also limits to the amounts we pay out. These limits are shown on your Insurance Schedule. There are amounts you must pay towards your own claim (referred to as the excess).

The excesses are shown on your Insurance Schedule.

It is your responsibility to make sure you understand your insurance policy.

Please phone 0800 214 790 if there is anything that you do not understand.

#### **You must send a report of the Vehicle's condition within seven days.**

We require confirmation of the Vehicle's condition from an *approved service provider*.

We must receive the *approved service provider's* report within seven days of the start date of this policy. The start date is shown on your Insurance Schedule. If we do not receive this report in time or at all, we have the right to review or reject your proposal for insurance.

Failure to provide confirmation to us within the stated period may result in a reduction of the benefit pay out in the event of a claim.

## 1. Motor Comprehensive Insurance Policy

- 1.1. This is your Motor Comprehensive Insurance Policy, a product of Guardrisk Insurance Company Limited. This policy covers you for certain damage or loss to your Vehicle and/or for damage to third parties and/or their vehicles (depending on the cover that you choose). 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 Vehicle) 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 rules of the Vehicle benefits:** This document sets out the rules for receiving extra benefits. (An

example of these benefits are assistance if you have an accident).

2.2.5. **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 Vehicle is stolen or hijacked; and how to claim. The terms and conditions include –

2.2.5.1. 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.

2.2.5.2. Cover specific schedules to the general terms and conditions 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 Optional Extension that you have chosen to include in the policy and these schedules set out specific information about what is covered, your additional duties, what and who we pay and how to claim. The Optional Extensions are for different types of insurance cover that you don't have to take out in order for this policy to be valid, but you may wish to take them out to ensure that you have more insurance cover than the minimum cover. If you have chosen any Optional Extension, it will be included on the Insurance Schedule. There is an extra Premium for each Optional Extension. We add it to your current Premium and collect it at the same time and in the same way; and
- 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>	A repairer that is either on our panel (or Mobalyz's panel) of repairers and who we approve to do repair work to the Vehicle or, if they are not on such panels, we or Mobalyz must agree in writing that the Vehicle may be repaired by such repairer.
<b>Accident</b>	An unplanned and unforeseen event causing loss or damage to the Vehicle, or injury or death of a passenger.
<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 Vehicle.
<b>Approved tracking unit</b>	A motor vehicle tracking device which shall be a wireless stolen vehicle recovery unit that must – <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 Vehicle; and</li><li>• be of the quality and standard that we approve; and</li><li>• be concealed and embedded deep within the Vehicle.</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 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 Vehicle.
<b>Credit provider</b>	The credit provider whose interest is noted on the Insurance Schedule.
<b>Driver</b>	The person who was driving the Vehicle 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>	<p>The amount you must pay to the repairer towards your own claim that we approve.</p> <p>Excesses are shown on the Insurance Schedule.</p>
<b>Insurance Proposal</b>	The form referred to in 2.2.2 that you complete or the recorded telephone call referred to in 2.2.2 during which you disclose your personal information and information regarding the Vehicle. 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>	<p>The most we pay for any event or item.</p> <p>Limits to our payment of the claim are shown on the Insurance Schedule.</p>
<b>Optional Extensions</b>	Optional Extensions are for different types of insurance cover that you don't have to take out in order for this policy to be valid, but you may wish to take them out to ensure that you have more insurance cover than the minimum cover. If you have chosen any Optional Extension, it will be included on the Insurance Schedule and the specific, detailed terms and conditions pertaining to the

	Optional Extension will be set out in a Cover Specific Schedule to this document.
<b>Passenger</b>	Those natural persons who each pay a fare to be able to travel in the Vehicle (and they are not the Driver, nor are they related to the Driver or to you) and who were travelling in the Vehicle 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 Vehicle, we will not pay more than the estimated value of the Vehicle. The estimated value is calculated by reducing the purchase price paid by you for the Vehicle by 2% each month from the date of purchase until the date of the relevant claim made by you for damage to the Vehicle.
<b>SA Taxi Group</b>	SA Taxi Holdings Proprietary Limited and any entity, the financial results of which are (or are required to be) partially or wholly consolidated from time to time in SA Taxi Holdings Proprietary Limited's annual financial statements in accordance with SA Taxi Holdings Proprietary Limited's accounting policies from time to time;
<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>Vehicle</b>	The e-hailing vehicle described in the Insurance Schedule.
<b>Territory</b>	South Africa, Botswana, Lesotho, Malawi, Zimbabwe, Namibia, Eswatini, Zambia and Mozambique.
<b>Total loss</b>	The Vehicle is stolen, or hijacked, or, in our opinion, damaged to such an extent that it would cost more than the value of the Vehicle to repair it. If you have cover for Total loss under this policy, a Cover specific Schedule headed "Total loss" will be attached to these Terms and conditions.

<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.
- 5.1.3. If you have elected to take out Optional Extensions, the terms and conditions relating to the Optional Extensions are also set out in the Cover Specific Schedules to these terms and conditions.

### **5.2. Uses of the Vehicle that we insure**

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

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

- 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 Vehicle for)**

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

- 5.2.2.1. providing driving lessons for a fee;
- 5.2.2.2. hiring the Vehicle out to, and for use by another person;
- 5.2.2.3. carrying more passengers than the capacity that the Vehicle is designed or licensed to carry;
- 5.2.2.4. carrying or pulling a heavier load than the load that the Vehicle 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, hazardous 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 Vehicle (regardless of the reason for these items being in the Vehicle), 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 Vehicle is in possession of a member of the motor trade for the overhaul, maintenance or repair of the Vehicle.

### **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 Vehicle);
- 6.1.2. depreciation in value of the Vehicle, regardless of whether the depreciation resulted from repairs following loss or damage;
- 6.1.3. wear and tear of the Vehicle or any part of the Vehicle;
- 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 Vehicle is involved in an accident and the person who drove the Vehicle leaves the scene of the accident unlawfully;
- 6.1.8. loss or damage due to theft or attempted theft of the Vehicle by any employee or any person authorised by the policyholder;
- 6.1.9. loss of or damage to the Vehicle when the vehicle is sub-let;
- 6.1.10. damage to the Vehicle caused as a result of misfuelling (incorrect fuel in the Vehicle);
- 6.1.11. vandalism or theft of the Vehicle if the vehicle is abandoned following an accident;
- 6.1.12. if the Driver of the Vehicle is not in possession of any licences required by law to operate the Vehicle 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);
- 6.1.13. if the Driver of the Vehicle is not in possession of a valid motor vehicle licence in the Territory;
- 6.1.14. if the Driver is in possession of a licence that is endorsed for drunken or reckless and negligent driving;
- 6.1.15. if the Driver possesses an incorrect code of licence to drive a specific vehicle or tow a specific size of load with the Vehicle;
- 6.1.16. loss or damage to the Vehicle while the Driver is a learner driver;
- 6.1.17. driving under the influence of drugs and/or alcohol;
- 6.1.18. if the Vehicle is not driven in accordance with the applicable laws of the Territory;
- 6.1.19. where at the time of an event, or immediately prior thereto, the Driver, regardless of any intervening events or factors:
  - 6.1.19.1. was materially exceeding national and local speed limits;
  - 6.1.19.2. failed to adhere to visible road traffic signs, road markings or traffic lights;

- 6.1.19.3. failed to stop at a stop sign or at an intersection where the traffic lights are not working;
- 6.1.19.4. failed to adhere to visible solid barrier lines; or
- 6.1.19.5. parked the Vehicle illegally and by doing so placed the Vehicle at unnecessary risk of loss or damage;
- 6.1.20. if you are no longer registered as the owner of the Vehicle according to the licensing documents (eNaTIS documents) applicable to the Vehicle;
- 6.1.21. This policy does not cover any legal liability, loss of or damage to the Vehicle directly or indirectly caused by:
  - 6.1.21.1. civil commotion, labour disturbances or public disorder or attempt thereat;
  - 6.1.21.2. war, or war-like acts or attempt thereat;
  - 6.1.21.3. military uprisings, usurped power, rebellion or revolution or attempt thereat; or
  - 6.1.21.4. any act or attempt of terrorism by any person or group, whether acting alone or under instruction.
- 6.1.22. This policy does not cover any legal liability, loss or damage directly or indirectly caused by:
  - 6.1.22.1. ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
  - 6.1.22.2. nuclear material, nuclear fission or fusion, nuclear radiation;
  - 6.1.22.3. nuclear explosives or any nuclear weapon; and/or
  - 6.1.22.4. nuclear waste in whatever form.
- 6.1.23. events and items listed in Annexure 1 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 SOC 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 Vehicle's condition:** You must send a report prepared by an Approved service provider about the Vehicle'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 Vehicle:** For this purpose, you must:

- 7.2.1. keep the Vehicle in proper working order and, at your own cost, maintain the Vehicle;
- 7.2.2. take reasonable, necessary steps to prevent or minimise loss, damage, injury or liability. This includes:
  - 7.2.2.1. complying with all statutory requirements and manufacturer's recommendations;
  - 7.2.2.2. maintaining the Vehicle in a fit and sound condition;
  - 7.2.3. keep the Vehicle in a roadworthy condition according to laws of South Africa;
  - 7.2.4. protect the Vehicle from loss or damage;
  - 7.2.5. give us access to examine the Vehicle or any Driver of the Vehicle;
  - 7.2.6. after an event that we insure takes place you must:
    - 7.2.6.1. not leave the Vehicle unattended without first putting in place effective safety measures to prevent further loss or damage;
    - 7.2.6.2. not deliberately or negligently allow further loss or damage to occur; and
    - 7.2.6.3. not drive the Vehicle before necessary repairs are carried out.
- 7.3. **You must operate the Vehicle in accordance with the law:** You must operate the Vehicle in accordance with the laws of the relevant Territory in which you operate the Vehicle. You must also ensure that you comply with any laws that apply to the business or the purpose for which you operate the Vehicle.
- 7.4. **Driver of the Vehicle:** If someone other than you is operating the Vehicle, 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 Vehicle;
  - 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. **Drivers 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 Vehicle, 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 Vehicle 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). **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.

7.9. **You must pay your Premiums every month:** Information about paying your Premiums is set out in clause 8 below.

7.10. **You must prevent/limit damage:** you must take all reasonable precautions to prevent or minimise loss or damage, bodily injury, death, liability and accidents.

7.11. **You must have an Approved tracking unit installed in the Vehicle:**

7.12. theft and hijack and/or accident cover is conditional upon the Approved tracking unit, being properly installed, paid for, maintained, in full working order and used for the purpose for which they were designed;

7.13. the tracking company must be notified immediately after becoming aware of the theft/hi-jacking of the Vehicle or as soon as reasonably possible thereafter failing which there will be no cover for theft and hi-jack.

7.14. **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 Vehicle 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. You must pay the premium set out on the Insurance Schedule in advance every month by debit order. 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.

8.1.2. 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 Sunday or public holiday, the premium will be collected on

the working day before or on the first working day thereafter. 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).

8.1.3. If the debit order for the proportionate Premium from inception of the policy is not successful, we may attempt to collect the proportionate Premium together with the first full month's Premium when it is due. If we have not collected the proportionate Premium by the date on which the first full month's Premium is due, we will collect the proportionate Premium at the same time as the first full month's Premium. 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. **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, you will have a 15-day period ("grace period"), refer to clause 8.2.2, within which you can pay the Premium without us cancelling the policy during that grace period.
- 8.2.2. The 15-day grace period only applies after we have successfully debited the first full month's Premium, refer to clause 8.1.3.
- 8.2.3. You can ask us to debit the account on any date following the missed payment date, provided that you have enough money in your account. If you do not ask us to debit on a specific date, we will automatically collect the missed month's Premium from the same account to ensure continuous cover. If this premium is not paid you will have no cover for the period for which you did not pay..
- 8.2.4. Should you cancel or stop your debit order, it will be deemed that you have cancelled your cover, and you will not enjoy the 15-day grace period.
- 8.2.5. 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 15-day 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 Vehicle, you must notify the Broker within 14 days of the

Vehicle 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.

10.1.4.6. we consider the above to be reasonable and necessary to validate and process your claim.

10.1.5. **What happens if you don't bring your claim in time or submit your documents in time:** You may lose your right to claim if you do not notify us of your claim in time, or you do not provide us with the required claim documents in time.

## 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. pay the Approved repairer for the costs to repair the damage (bearing in mind that we may choose to repair the Vehicle with new, used, aftermarket or refurbished vehicle parts);

10.2.1.2. 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);

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

10.2.1.4. negotiate and settle any third party and passenger claims.

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. How we repair

If you make a valid claim under this policy for repair of the Vehicle and we approve it, we choose how

the Vehicle must be repaired. In this regard we may choose to repair the Vehicle with new, used, aftermarket or refurbished vehicle parts.

#### 10.4. **What we pay**

- 10.4.1. 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.
- 10.4.2. For damage to your Vehicle: We will never pay more than the reasonable retail value unless you have bought the Credit Top Up optional extension. If we cannot work out the reasonable retail value, we will never pay more than the estimated value (for example, for Chinese-manufactured vehicles). The estimated value is calculated by reducing the initial purchase price of the Vehicle by 2% each month from the date of purchase. The estimated value will never be less than 40% of the initial purchase price of the Vehicle.
- 10.4.3. For Legal responsibility to third parties (including passengers) refer to section C): We pay the smaller amount of:
  - a) the amount we are legally responsible for; and
  - b) the amount we can settle the claim for. We have the right to withdraw from any defence proceedings to settle the claim for a lower amount than claimed. We are not responsible to you or any third party for any costs that you incur after we withdraw.
- 10.4.4. 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.
- 10.4.5. **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.

#### **For example:**

You have a Vehicle with the Retail value of R150 000. You insure the Vehicle for R150 000 under this policy. You insure the same Vehicle with another insurance company for R150 000. This means your Vehicle is insured for a total of R300 000. The insurance you have with us is for 50%

of your total insurance. If your Vehicle is stolen, we are responsible for 50% of the claim. 50% of R150 000 is R75 000. Remember, we deduct the Excess from the amount we pay out. So, if your Excess is R5 000, we pay R70 000.

#### 10.5. **You pay the Excess**

- 10.5.1. For every claim under this policy, you must pay the Excess. You must pay the Excess whether you are at fault or not.
- 10.5.2. If we appoint an Approved repairer to fix damage to the Vehicle in terms of this policy, you must –
  - 10.5.2.1. pay the Excess before we authorise the repair of the Vehicle; and
  - 10.5.2.2. pay the Excess directly to the Approved repairer unless we or Mobalyz Risk Services notifies you otherwise.
- 10.5.3. If we pay a cash amount to settle your claim, we subtract the Excess from the amount we pay.

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

After we have paid the amount of claim, whether to you, an Approved repairer, the Credit provider and/or a third party (including passengers), we are not responsible to pay any other amounts.

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

- 10.7.1. We may 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.
- 10.7.2. We will reject or repudiate your claim if –
  - 10.7.2.1. you do not comply with the terms and conditions of this policy;
  - 10.7.2.2. you or anyone acting for you provides us with incorrect, fraudulent or exaggerated information about you, the Vehicle, 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.
- 10.7.3. 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. Should you raise an objection within the 90 days, we have within 45 days of receiving the objection, to notify you of our final 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.
- 10.7.4. You can also raise your objection by referring your dispute to the National Financial Ombud Scheme. You will find the contact details of the National Financial Ombud Scheme in the FAIS Disclosure document attached to the Insurance Schedule.

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

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

You may cancel the policy at any time and by giving us 31 days' written notice.

- 11.1.1. If you have paid Premiums for any period post the date of termination, you will receive a full refund of those Premiums; and
- 11.1.2. You may cancel any Optional Extension with immediate effect. If you have paid Premiums for the cancelled Optional Extension for any period post the date of termination, your premium will be credited with the amount owing to you for the cancellation of the Optional Extension. Even though you may cancel any Optional Extension, the rest of this policy (including any Optional Extensions that you decide not to cancel) will remain in full force and effect and we will continue to collect Premiums.

### 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 section 8 (About Premiums). For late payment or non-payment of Premiums, please see clause 8 (about Premiums).
- 11.2.2. We may also cancel this policy or any Optional Extension with immediate effect on written notice to you if there is a material change in the risk covered under this policy or the Optional Extension, as the case may be, 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 to your last known address, email address or cellphone number as it appears in our records at the time.

## **12. About sharing information**

- 12.1. By taking out this policy, you agree that we and the SA Taxi Group 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 our or the SA Taxi Group's 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 Vehicle 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 agree that we may collect information about you, the Vehicle and/or the movement of the Vehicle from third parties including, without limitation, any credit or bureaux, other insurers, the Credit Provider and any other third parties that may have information about you and/or the Vehicle.

You agree that Mobalyz Risk Services is and we are entitled to receive information about the movement of your Vehicle from the Approved tracking company whose services you subscribe to and you hereby direct the Approved tracking company to provide all the information that they process about you and the Vehicle to us and Mobalyz Risk Services.
- 12.5. You consent and agree that the SA Taxi Group may obtain information regarding you and the operation of your Vehicle from any third parties who may have access to that information and to process and share that information with members of the SA Taxi Group and/or funders of the SA Taxi Group. You agree that the SA Taxi Group may generate or store (and share with us) that information including, among others, telematics data transmitted by a tracking device in your Vehicle which records its movement, driver behaviour and/or location, any other information relating to your Vehicle's use, your credit behaviour and/or shopping habits relating to your Vehicle (This may assist us or the SA Taxi Group to identify areas where we or the SA Taxi Group may add value to you and/or develop and/or offer new products to address your needs).

## **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, add 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 to your last known address, email address or cellphone number as it appears in our records at the time.
- 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.

## **14. Cooling off**

- 14.1.1. 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.
- 14.1.2. 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.

## **15. Rules of the Vehicle benefits**

This document sets out the rules you must comply with to receive the Vehicle benefits. Please take your time to read and understand these rules.

If you have any questions, please contact us on 0800 214 790

Words in *italics* are defined.

When you buy a Vehicle Insurance policy managed by Mobalyz Risk Services, you receive these Vehicle benefits. Please note that you must have Vehicle insurance to be eligible to receive these benefits.

### **The Vehicle benefits**

Your policy offers the following Vehicle benefits:

- A. Accident Assist; (non-insurance benefit)
- B. Business Protect; (Optional extension)
- C. Credit Shortfall Top Up;
- D. Personal Accident;
- E. Roadside Assist; (non-insurance benefit)

The rules for each of these Vehicle benefits are set out below. The rules may change from time to time, and we may decide to add or remove benefits. When there are changes, we will write to let you know.

Please take note that the additional non-insurance benefits are not regulated under the Fais Act and therefore you are not afforded the same protections in respect of those additional products or services that may apply in respect of the provision of financial products or services in terms of the Fais Act.

## Cover Specific Schedules

### AUTOMATIC COVER

#### A. Damage to your Vehicle

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

We insure you for damage to the Vehicle and its sound equipment.

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

- 2.1. This part must be read together with clauses 5.2.2 and 6 of the terms and conditions to which this schedule is attached.
- 2.2. We do not insure you for any damage that existed on the Vehicle before you bought this policy. We use the report of condition from the Approved service provider referred to in clause 7.1 of the terms and conditions and an expert opinion on the assessment of damage to identify damage that existed before.
- 2.3. We do not insure you for any loss or damage to a caravan, trailer or any other vehicle or machine/equipment being towed by the Vehicle or any items being transported in such caravan, trailer or other vehicle or machine/ equipment being towed by the Vehicle.

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

- 3.1. If the Vehicle is damaged, we will not pay more than the lower of –
  - 3.1.1.1. the reasonable cost to repair the Vehicle, less the Excess. This will be the amount that we agree with the Approved repairer;
  - 3.1.1.2. up to the amount of the Limit set out in the Insurance Schedule, less the Excess.
- 3.2. There is a Limit to the amount that we pay out for damage to your Vehicle, after deducting the Excess. This Limit is set out in the Insurance Schedule.
- 3.3. There is a Limit to how much we pay for damage to sound equipment, after deducting the Excess. This Limit is set out in the Insurance Schedule.

#### For example:

The radio in Sifiso's Vehicle has a market value of R4 000 at the time his Vehicle is damaged in an Accident. The radio is also damaged in the Accident. The Excess for radios is R1 000 and the Limit on the Insurance Schedule is R2 500. We pay out R4 000 minus the Excess of R1 000 and then apply the Limit. So, we pay R2 500 because we will not pay out more than the Limit of R2 500.

##### 4. Who we pay

- 4.1. We pay the approved claim amount to the Approved repairer of the Vehicle.
- 4.2. We may however elect to pay the approved claim amount to you instead of the Approved repairer in instances where the amount that we are obliged to pay out is less than the amount required to repair the Vehicle. The decision to pay the amount in cash is entirely within our discretion.

## 5. How to claim

For claims for Accident damage to your Vehicle, you must submit the claim to us by:

- 5.1. 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; and
- 5.2. reporting the claim to the Broker within 31 days of the date of the Accident or Insured event occurring;
- 5.3. submitting a copy of each of the following documents to the Broker within 31 days of the date on which the Accident or Insured event occurred:
  - 5.3.1.1. completed claim form as provided by us to you;
  - 5.3.1.2. the police report;
  - 5.3.1.3. the police case number;
  - 5.3.1.4. document setting out the details of the police station where the Accident/Insured event was reported and the attending officer who assisted you in reporting the Accident/Insured event;
  - 5.3.1.5. your statement to the police about the Accident/Insured event;
  - 5.3.1.6. a detailed list of items lost, stolen or damaged during the Accident/Insured event;
  - 5.3.1.7. (if applicable) details of any third party involved in the Accident/Insured event; and
  - 5.3.1.8. any other documentation/ information we request from you to enable us to process your claim.

## B. Total loss

### 1. Events and items that we insure

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

- 1.1.1. the Vehicle is stolen or hijacked;
- 1.1.2. the cost to repair your Vehicle makes it uneconomical, in our opinion, to repair the Vehicle; and/or
- 1.1.3. the type of repairs that have to be made to the Vehicle would, in our opinion, compromise the safety of the Vehicle or, in other words, would make the Vehicle unsafe for carrying passengers or any load that it is designed to carry.

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

If you do not have an Approved tracking unit installed in your Vehicle 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.

### 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 Vehicle 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 Vehicle.
- 3.3. If the Vehicle is not financed with the SA Taxi Group and you claim for theft or hijacking in 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 Vehicle.

3.4. You must:

- 3.4.1.1. supply us with the Approved tracking unit certificate as proof of having it installed;
- 3.4.1.2. pay the monthly connection fees to keep the services from the Approved tracking company active;
- 3.4.1.3. comply with the terms and conditions of the Approved tracking company;
- 3.4.1.4. test the Approved tracking unit at least twice each year to make sure the unit is operational;
- 3.4.1.5. immediately go to the Approved tracking company's fitment centre if you think the Approved tracking unit is not operational; and
- 3.4.1.6. 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. We pay up to the amount of the Limit set out in the Insurance Schedule, less the Excess.

**5. Who we pay**

- 5.1. **If the Vehicle is not financed:** we pay the claim amount to you.
- 5.2. **If the Vehicle 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 Shortfall 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 and Credit Shortfall (combined) will be limited to a maximum amount equal to the price you paid for the Vehicle.

**6. How to claim**

For claims for Total Loss of the Vehicle, 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 Vehicle being stolen or hijacked or within 31 days of the date on which the Accident or any other Insured event occurred:
  - 6.4.1.1. completed claim form as provided by us to you;

- 6.4.1.2. the police report;
- 6.4.1.3. the police case number;
- 6.4.1.4. 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;
- 6.4.1.5. your statement to the police about the Accident/Insured event;
- 6.4.1.6. a detailed list of items lost, stolen or damaged during the Accident/Insured event;
- 6.4.1.7. (if applicable) details of any third party involved in the Accident/Insured event;
- 6.4.1.8. if required by us, a signed form in the prescribed format to change ownership of the Vehicle together with the original eNaTIS document issued by the Department of Transport confirming registration and ownership of the Vehicle; and
- 6.4.1.9. any other documentation/ information we request from you to enable us to process your claim.

## **7. Ownership of the Vehicle**

- 7.1. The Vehicle becomes our property if we pay a claim for Total loss.
- 7.2. If the Vehicle is recovered after it is stolen or hijacked, you must inform us and hand the Vehicle over to us.

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

If we or the Broker becomes aware that the Vehicle 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 Vehicle and ensure that the Vehicle is appropriately stored.

## **C. Legal responsibilities to third parties (third party cover)**

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

- 1.1. We insure you for amounts that you are legally responsible to pay to a third party for damage caused by an Accident (involving the Vehicle) to that third party's vehicle and/or property.
- 1.2. We will only insure you if you do not admit any wrongdoing to the third party.

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

- 2.1. We do not insure the death, injury or illness of any third party arising as a result of any Accident involving the Vehicle (except for passengers if this policy includes passenger liability cover). In South Africa, death, injury or illness resulting from an Accident is covered by the Road Accident Fund.
- 2.2. We do not insure loss of or damage to property that –
  - 2.2.1.1. was being loaded on or off the Vehicle; or
  - 2.2.1.2. was being transported in a caravan, trailer or other vehicle/equipment/machine being towed by the Vehicle; or
  - 2.2.1.3. is owned by or is under the control or in the possession of any of the following persons:
    - 2.2.1.3.1. you;

2.2.1.3.2. the Driver or any person who you employ or is a member of the same household as you;

2.2.1.3.3. any Passenger.

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

3.1. For the purpose of claims which third parties 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-

3.1.1.1. the amount we are legally responsible for; and

3.1.1.2. the amount we can settle the claim for.

3.2. For Legal responsibility to third parties: there is a Limit to the amount that we pay out for (i) for the claim and (ii) for the third party's costs and expenses. This Limit is set out in the Insurance Schedule for Legal responsibility to third parties.

### **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 send the Broker any legal documents or processes within 5 days of the date when you received those legal documents.

## **D. 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 Vehicle, including for:

1.1.1.1. death of a Passenger;

1.1.1.2. bodily injury to a Passenger, which is not covered by the Road Accident Fund due to it being financially unable to provide compensation.

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

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

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

1.3.1.2. 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 -
  - 2.1.1.1. you employ if the death, injury or illness is a result of their employment with you;
  - 2.1.1.2. is a member of the same household as you (including domestic workers);
- 2.2. We do not provide this cover in instances where the Vehicle 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-
  - 3.1.1.1. the amount we are legally responsible for; and
  - 3.1.1.2. 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.

## E. Accident Assist

### Definitions for the benefit

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The <i>territory</i>	South Africa, Botswana, Lesotho, Malawi, Zimbabwe, Namibia, Eswatini, Zambia and Mozambique.
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### The benefit

You get accident assistance 24 hours a day, 7 days a week if your Vehicle is involved in an accident. You can report the accident and make a claim by phone and you receive free towing in certain circumstances.

### Steps to get the benefit

1. If your Vehicle is involved in an accident, call us on 0800 214 790 to report the accident and to give us the claim details.
2. If your Vehicle needs to be towed, we send an *approved towing service* to tow your Vehicle to the nearest approved repairer or storage facility. You do not have to pay for the cost of the *approved towing service*.
3. If your Vehicle is damaged in an accident that takes place outside of South Africa but within the *territory*, you must pay to have the Vehicle brought to the nearest point of entry into South Africa. We will arrange for an *approved towing service* to tow your Vehicle from the point of entry to the nearest approved repairer or storage facility in South Africa. You do not have to pay for the cost of the *approved towing service* in South Africa.

### The rules

If you use a towing company we do not approve, we will only pay up to R2 500 for towing for each claim event.

## F. Roadside Assistance: Automatically Included in your Vehicle Insurance Policy

If you have a Vehicle Insurance policy, Roadside Assistance is automatically available in respect of the Vehicle insured under that policy.

Mobalyz Risk Services Roadside Assistance covers vehicle roadside emergencies anywhere in South Africa only, and includes towing in the case of a breakdown, assistance with flat tyres, flat batteries, locksmiths or if you run out of fuel.

### What is an emergency?

A roadside emergency is any sudden, unexpected event excluding an Accident. These are events that require the immediate and/or urgent assistance to ensure the safety of your Vehicle's occupants or to limit/minimise or prevent loss/further damage to your Vehicle.

### What is covered:

For the first three roadside emergencies (other than an Accident) that occur in any year (being a period of 12 months calculated from the Start date or any anniversary of the Start date), we (or a third party contracted by us to do so) will provide the following services to you -

- Towing of your Vehicle (solely by the service provider appointed by us) to a place of safekeeping (as

designated by us);

- The cost of the initial tow by the Approved Towing service is covered. (The cost of additional towing is not covered)
- The call-out fee and 1 hour of labour in order to assist with flat tyres, flat batteries, keys locked in Vehicle (this does not include the cost of any replacement tyres, batteries or keys which will be for your own account).
- The call out fee to bring petrol to your location if you run out of fuel, provided that this is limited to 1 call-out per rolling 12 months from the last call-out (this does not include the cost of the fuel which will be for your own account)
- 24 hours free storage at a location designated by us.

The costs for materials, parts and additional labour are not included. Any costs incurred, over and above the limits for the services rendered by a service provider are for your own account.

If you are unclear about this benefit and require further information, please contact us on 0800 214 790

## OPTIONAL EXTENSIONS

(Only applicable if shown in the policy schedule to be included and the additional premium applicable has been paid)

### G. Business Protect: Optional Extension on the Vehicle Insurance policy

#### Terms and conditions

Business Protect is insurance you can buy if you have a [Click or tap here to enter text](#).

Vehicle Insurance policy.

Business Protect pays out for **loss of income** if your Vehicle is off the road for more than seven days after the date on which a claim is approved for the repair of your Vehicle that was damaged in an *accident*.

The terms and conditions of your main policy also apply to this benefit. Words in *italics* are defined in the main policy.

#### Events that we insure under this benefit

##### The benefit

We compensate you for your loss of income if your Vehicle is off the road for more than seven days, as you are unable to earn an income while it is being repaired or if your Vehicle is deemed and/or declared a total loss. The compensation is only payable after your claim is approved either for the repairs to your Vehicle that was damaged in *an accident*, or your Vehicle is declared a *total loss*.

You need to pay an additional premium for this benefit.

##### Definitions

These definitions apply to Business Protect only. You must also read the definitions in the main policy.

Effective date	Seven days after the claim approval date
Claim approval date	Date that the claim is approved, and the Vehicle is at the approved repairer
Repair end date	Date the Vehicle is ready for collection from the approved repairer.

#### Steps to receive the benefit

1. You claim for damage to your Vehicle after an *accident*.
2. We assess the damage.
3. We accept or reject your claim for damage.
4. If we accept your claim for damage, we authorise you or the *approved towing service provider* to take the Vehicle to an approved *repairer* for repair.
5. If your Vehicle is repaired and ready for collection before the end of seven days from *the claim approval date*, there is no payment.
6. If your Vehicle is not ready for collection from the repairer before the end of seven days from *the claim*

*approval date*, we will pay you.

### **Pay-outs**

**What we pay** while your Vehicle is in the repair process depending on the option that you have selected. The option that you have selected appears on the policy schedule.

#### **Option 1**

We pay R400 for each day that your Vehicle is off the road from the *claims approval date* to the earlier of the *repair end date* or 20 days from the date of the claim approval date. The most we will pay out for a claim for this benefit is R8 000.

#### **Option 2**

We pay R600 for each day that your Vehicle is off the road from the *claims approval date* to the earlier of the *repair end date* or 20 days from the date of the. The most we will pay out for a claim for this benefit is R12 000

#### **Option 3**

We pay R1200 for each day that your Vehicle is off the road from the *claims approval date* to the earlier of the *repair end date* or 20 days from the date of the. The most we will pay out for a claim for this benefit is R24 000.

### **Who we pay**

We pay you. We will pay into a South African bank account of your choice. You must give us the details of the bank account.

### **When we pay**

The benefit is made on the day after the *effective date*. The payment submission (if applicable) is made the day after the earlier of:

- a) the *repair end date*; or
- b) 20 days from the claims approval date.

### **Terms and Conditions for the benefit**

1. Your premium payments for Business Protect and the main policy must be up to date on the date of the *accident* that gives rise to a claim.
2. This benefit applies only to repair that involves fixing damage to the outside panelling, the chassis, the wheels (excluding tyres), or the glass of the Vehicle. It includes fixing the mechanics (engine or gearbox or other components of the Vehicle) but only if they are damaged in the same *accident* that the panelling, glass, wheels or chassis are damaged in.
3. This benefit does not apply if your Vehicle is in for mechanical repairs or glass repairs only.
4. The repair must be done by a *repairer*.
5. You may not have access to your Vehicle while it is at the *repairer*.
6. You can only claim for the Business Protect benefit once in a 12-month period.

### **If your Vehicle is a total loss**

If your Vehicle is declared and/or deemed a total loss, we will pay out a once-off lump sum as set out in your schedule. You must sign an agreement of loss before we will make payment.

## H. Credit Shortfall Top Up: Optional Extension on the Vehicle Insurance Policy

### Terms and conditions

*Credit Top Up is insurance you can buy if you have a* [Click or tap here to enter text](#). *Vehicle Insurance policy. It makes sure that your Vehicle is insured for the outstanding balance on the credit agreement and not just the retail value. We pay out if your Vehicle is a total loss. We pay the difference between the retail value of the Vehicle and the outstanding balance on the credit agreement.*

There is an extra premium for this benefit. We add it to your current premium and collect it at the same time and in the same way. The terms and conditions of your main policy also apply to this benefit. Words in *italics* are defined in the main policy.

### Events and items that we insure under this benefit

We insure the difference between the amount you still owe to a *credit provider* under a *credit agreement* and the *retail value* of the Vehicle if it is a *total loss*. This difference is called the credit top up. (It is also known in the insurance industry as credit shortfall.)

### What we pay

We pay out the credit top up for your *credit agreement* if your Vehicle is a *total loss*. The excess is deducted from the credit top up before we pay out. The most we pay for credit top up is R200 000. (See the limit for credit top up on the Insurance Schedule.)

To calculate the credit, top up, we follow these steps:

1. Start with the amount owing to *credit provider* on date of the event that gives rise to the claim.
2. Minus all the following amounts:
  - a) Any arrear instalments you owe on the *credit agreement* and interest and late payment charges on those arrear instalments;
  - b) Any early settlement penalties;
  - c) Any amount that must be refunded to you under the *credit agreement*, for example, any premiums that you paid in advance (including for credit life);
  - d) Any sound equipment or non-standard vehicle accessories not specified on the policy schedule and which are financed as part of the credit agreement.
3. Minus the *retail value* of the Vehicle on the date of the incident.

### Who we pay

We pay the credit top up to the *credit provider*.

### Conditions for the benefit

1. You must have an *approved tracking unit* installed and operational in your Vehicle at the time the Vehicle is stolen or hijacked.
2. Within 31 days of the event that gives rise to the claim, you must give us certified copies of both these documents:
  - a) the *credit agreement*; and
  - b) the statement of your account with the *credit provider* showing the settlement balance outstanding at the date of loss or damage.
3. Your premium payments for Credit Top Up and the main policy must be up to date on the date of the event that gives rise to the claim.
4. The date of the event that gives rise to the claim must be after the start date of this benefit.

5. The amount paid out by your main comprehensive insurer for the total loss and credit top up cannot exceed the original purchase price of the Vehicle.

## **I. Personal Accident Plan: Optional Extension on your Vehicle Insurance Policy**

**This cover is optional, and you can choose whether you want to take out this cover.**

### **Defined Benefits**

#### **1) You, The Insured**

We will pay to You, or Your Next of Kin, the amounts as stated in the Schedule if, during the Period of Insurance, You are physically injured (and your bodily injuries directly result in death or permanent disability) as a result of a motor vehicle Accident occurring in South Africa involving ANY vehicle, including the Vehicle (insured under this Insurance Policy);

#### **2) Driver**

We will pay to the Driver, or the Driver's Next of Kin, the amounts as stated in the Schedule if, during the Period of Insurance, the Driver is physically injured (and his/her bodily injuries directly result in death or permanent disability) as a result of a motor vehicle Accident occurring in South Africa involving Your (the Insured Person's) Vehicle (insured under this Vehicle Insurance policy) in which the Driver was travelling at the time of the Accident;

#### **3) Passengers**

We will pay the Passenger's Next of Kin, the amounts as stated in the Schedule if, during the Period of Insurance a Passenger (who has paid their fare) dies as a result of a motor vehicle Accident occurring in South Africa involving your (the Insured Person's) Vehicle (insured under this Vehicle Insurance) in which that Passenger was travelling at the time of the Accident.

*You must have a valid Vehicle Insurance policy to have this benefit. The premium for this optional extension, together with your Vehicle Insurance Policy, will be collected on the same day as your Vehicle Insurance policy and in the same way. Your premiums for the Personal Accident Plan must be up to date at the time of the motor vehicle Accident that gives rise to a claim under this benefit. We are not obliged to accept late premiums, and these will be accepted in our sole discretion.*

#### **1. Definitions:**

For purposes of this Personal Accident Plan extension, the following terms shall have the following meanings:

- 1.1. "Accident" means a sudden and unforeseen motor vehicle accident which occurs in South Africa;
- 1.2. "Driver" means the natural person employed by You, the Insured Person, to drive the Vehicle for purposes of rendering transport services to Passengers in exchange for fares and is the person who was driving the Vehicle at the time of the Accident;
- 1.3. "Insured Person" or "You" means you, the registered owner of the Vehicle;
- 1.4. "Next of Kin" means, in relation to a deceased person and in the following order of preference, that person's –

- 1.4.1. spouse/s (whether in terms of a civil or customary marriage);
- 1.4.2. failing 1.4.1, children (whether biological or adopted);
- 1.4.3. failing 1.4.2, parents (whether biological or adopted);
- 1.4.4. failing 1.4.3, siblings (whether biological or adopted); and
- 1.4.5. failing 1.4.4, any other person who would be entitled to inherit from that person in accordance with the South African laws of intestate succession;

- 1.5. "Passengers" means those natural persons who each pay a fare to be able to travel in the Vehicle (and they are not the Driver, nor are they related to the Driver or the Insured Person) and who were travelling in the Vehicle at the time of the Accident;
- 1.6. "Period of Insurance" means the period starting on the day set out in the Schedule and continuing for so long as the premium payable in respect of the Personal Accident Plan is paid to Us on time;
- 1.7. "Schedule" means the policy schedule to which these terms and conditions is attached; and
- 1.8. "Vehicle" means the motor vehicle which You, the Insured Person, owns and which is reflected on the policy schedule to which this policy relates.

## **2. Benefit amounts:**

- 2.1. We, the Insurer, will pay out the amounts stated below upon the approval of a valid claim, provided that if the Claim arises due to an Accident involving the Vehicle, the claim amount will be subject to an overall maximum (for both death and permanent disability claims) of R110 000:

<b>BENEFIT</b>		<b>MAXIMUM COMPENSATION PER INCIDENT</b>
	<b>Death</b>	<b>Permanent Disability</b>
<b>You, the Insured Person</b>	R30,000	A percentage of R30,000, depending on the disability as set out in the table in 2.2 below
<b>Driver</b>	R30,000	A percentage of R30,000, depending on the disability as set out in the table in 2.2 below
<b>Passenger (per person)</b>	R5,000 per passenger	None

2.2.

2.3. Permanent Disability Scale of Benefits (Insured Person and Driver only):

BENEFIT	% of R30 000 Benefit
Total loss of all sight in both eyes that cannot be repaired and will not be recovered	100%
Total loss of all sight in one eye that cannot be repaired and will not be recovered	50%
Total loss of	
<ul style="list-style-type: none"> <li>both hands by physical severance at or above the wrist; or</li> <li>both feet by physical severance at or above the ankle; or</li> <li>one hand by physical severance at or above the wrist <b>AND</b> one foot by physical severance at or above the ankle</li> </ul>	100%
Total loss of –	
<ul style="list-style-type: none"> <li>one hand by physical severance at or above the wrist; or</li> <li>one foot by physical severance at or above the ankle; or</li> </ul>	50%
Total loss of –	100%
<ul style="list-style-type: none"> <li>one hand by physical severance at or above the wrist <b>AND</b> total loss of all sight in both eyes or one eye that cannot be repaired and will not be recovered; or</li> <li>one foot by physical severance at or above the ankle <b>AND</b> total loss of all sight in both eyes or one eye that cannot be repaired and will not be recovered</li> </ul>	
Physical injury to the body resulting in permanent disability that prevents the person from following their usual occupation or any other occupation for which the person is fit by knowledge or training	100%

**4. Specific Conditions of Cover**

4.1. In order to make a claim for Permanent Disability under this Personal Accident Plan, You, the Insured Person, must ensure that You and/or the Driver (whoever the claim is made for) submits to a medical examination and undergoes any treatment specified when We, the Insurers, reasonably request you to do so. We, the Insurers, shall not be liable to make any payment unless You and/or the Driver complies with this condition to Our satisfaction. If there is any disagreement between Your and/or the Driver's medical practitioners and the medical practitioners appointed by Us, the Insurers, as to Your and/or the Driver's condition, the opinion of the medical practitioner appointed by Us, the Insurers, shall prevail to the extent of such conflict.

4.2. Permanent Disability benefits shall only apply if they occur within 12 (twelve) months of the Accident and they relate directly to the Accident.

4.3. You, the Insured Person, will only be able to make one claim for each person in the Vehicle at the time of the Accident, even if that person was both an Insured Person and a Driver or an Insured Person and a Passenger or a Driver and a Passenger. In other words, You, the Insured Person, cannot claim under this benefit as a Driver and/or Passenger as well (you can only claim as an Insured Person). You also cannot claim under this benefit for the Driver if the Driver is also a Passenger (you can only claim an amount for him as a Driver).

4.4. Payments will be paid directly to the relevant beneficiary or their Next of Kin. In other words, claims for –

- 4.4.1. death or permanent disability of the Insured will be paid to You or Your Next of Kin;
- 4.4.2. death or permanent disability of the Driver will be paid to the Driver or the Driver's Next of Kin;
- 4.4.3. death of a Passenger will be paid to the Passenger's Next of Kin.

4.5. In order to have a valid claim, you must -

- 4.5.1. have paid all premiums due under this Policy timeously.
- 4.5.2. notify Us, the Insurers, of any Accident within 31 days after the Accident occurs.

4.6. If You make any claim which is unfounded, fraudulent or intentionally exaggerated or if You provide (or convince any other person to provide) any information that is false or untrue, all benefits under this Policy will be forfeited.

4.7. Claims are payable in South Africa in South African Rands only.

4.8. If any provision of this Personal Accident Plan is inconsistent with the terms of the Policy, the provisions of this Personal Accident Plan shall prevail.

**5. Specific Exceptions**

5.1. This benefit will not apply (and We, the Insurers, will not pay when):

- 5.1.1. in the case of the Insured Person being involved in an Accident in a vehicle other than the Vehicle;
- 5.1.2. the driver of that vehicle was driving under the influence of alcohol, drugs, or narcotics;
- 5.1.3. the driver is in any contravention of the provisions of the National Road Traffic Act, or replacement legislation;
- 5.1.4. in the case of the Insured Person, the Driver or a Passenger being in an Accident in the Vehicle –
  - a. the Insured Person or the Driver of the Vehicle driving under the influence of alcohol, drugs or

- narcotics; or
- b. overloading the Vehicle in contravention of the provisions of the National Road Traffic Act, or any replacement legislation; and/or
- c. any contravention of the provisions of the National Road Traffic Act, or any replacement legislation;
- 5.1.5. the Accident was caused by a suicide or any attempt, threat, or intentional self-inflicted injuries;
- 5.1.6. the underlying Vehicle Insurance Policy is found to be invalid or the terms, conditions and exclusions of that policy are breached in any way, regardless of whether such breach relates to a claim under that policy or this Personal Accident Plan;
- 5.1.7. the accident occurs outside South Africa;
- 5.1.8. the driver of the vehicle or the Vehicle that was involved in the Accident giving rise to a potential claim under this Personal Accident benefit was not duly licenced to be driving the vehicle and/or Vehicle.



## Annexure A: Sasria SOC Limited 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](mailto:contactus@sasria.co.za) | [www.sasria.co.za](http://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 SOC Limited

Tel: +27 11 214 0800 | 086 172 7742 Fax: +27 11 447 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.

<b>Policies that attach to the underlying policy</b>	<b>Stand-alone policies</b>
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	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.

## 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) **Insurer: Sasria SOC Limited**

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: Non-Life Commercial &amp; Personal Lines</b>		
<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.



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>	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>	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>Frequency of Premium</b>	
<b>Payments Manner of Premium</b>	
<b>Payments Due date for</b>	
<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)