



POLICY WORDING

ASSIST LINE NUMBER

0860 10 34 34

Contents

HOLLARD SERVICE COMMITMENT	2
INTRODUCTION TO YOUR INSURANCE POLICY	3
DEFINITIONS	4
GENERAL CONDITIONS	5
SPECIAL CONDITIONS	8
GENERAL EXCLUSIONS	9
SECTION 1A – VEHICLE INSURANCE	12
SECTION 1B – LIABILITIES TO THIRD PARTIES	15
SECTION 2 – SOUND EQUIPMENT	17
SECTION 3 – PERSONAL ACCIDENT	18

THE HOLLARD SERVICE COMMITMENT

Hollard undertake to deal with and process all valid claims as quickly as possible and we hope that you never have reason to complain, but if you do, there are a couple of options available to you. While you may contact the Ombudsman at any time, or take legal action against us within 270 days of a claims decision, we would encourage you to please contact your broker first, and follow the five-step process below.

Step 1: Complain to your Broker

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

Step 2: Complain to Hollard

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

Hollard Insure Complaints Team
The Hollard Insurance Company Limited
PO Box 87419
Houghton 2041

Tel: 011 351 2200 on weekdays between 8am and 5pm
Email: hollardinsurecomplaints@hollard.co.za

Step 3: Complain to Hollard's Internal Adjudicator

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

Email: oia@hollard.co.za

Tel: 011 351 5652 Fax: 011 351 0801

Step 4: Complain to the Ombudsman

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

Complaints on how this policy was sold to you

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

The FAIS Ombudsman
PO Box 74571
Lynnwood Ridge
0040
Tel: 012 470 9080 or 012 762 5000
Fax: 011 726 5501

The FAIS Ombudsman
Menlyn Central Office Building
125 Dallas Avenue
Waterkloof Glen, Pretoria, 0010
Email: info@faisombud.co.za
Web: www.faisombud.co.za

Complaints on anything else

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

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

Tel: 011 726 8900
Fax: 011 726 5501
Email: info@osti.co.za
Web: www.osti.co.za

Step 5: Take legal action

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

INTRODUCTION TO YOUR INSURANCE POLICY

This policy is the contract between The Hollard Insurance Company Limited (the Insurer) and the Insured/s named in the Schedule and covers the occurrences stated in the sections, occurring during the Period of Insurance up to the sums insured or limits of liability or compensation stated in the Schedule. Any Proposal and Declaration made by the Insured is the basis of and forms part of this policy. In consideration of and conditional upon the prior payment of the premium by or on your behalf we will indemnify You in respect of accidents, loss, damage or liability occurring during the Period of Insurance in accordance with the provisions incorporated herein.

The Schedule and this policy form part of this contract and the two documents should be read together. If there is anything in this policy or the Schedule that You do not understand, please contact Hollard immediately.

The privacy of your personal information

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

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

DEFINITIONS

"you/your/yours/yourself"	<i>means</i>	the Insured/Insured Person(s)/Insured Parties named in the Schedule.
"we/us/our"	<i>means</i>	The Hollard Insurance Company Limited (Hollard), registration number 1952/003004/06, a licensed Non-life insurer and an authorised Financial Services Provider.
"Insured"	<i>means</i>	the Person/Company/CC/Entity named in the Schedule who is the owner of the policy and is responsible for the payment of the premium.
"the Schedule"	<i>means</i>	the Schedule of Insurance which must be signed by us indicates the sections and sub-sections under which You are insured and records the endorsements to the policy. Ifwe the Schedule does not correctly record the insurance applied for, or if any agreed endorsement has not been issued or has been issued incorrectly, Hollard should be notified as soon as possible.
"Period of Insurance"	<i>means</i>	the period of cover either annually or monthly as specified in the Schedule and for which premium has been received by us.
"Occurrence"	<i>means</i>	an occurrence or series of occurrences arising from any one cause in connection with any one motor vehicle in respect of which indemnity is provided in this policy.

GENERAL CONDITIONS

The insurance granted by all sections of this policy are subject to the following General Conditions, all of which are material conditions, strict compliance with which is essential.

1. All Premiums are Payable in Advance

1.1 Monthly Policy/Premium Payments

1.1.1 If the premium is paid monthly, this policy is valid for a period of one calendar month. It is automatically renewed by us upon receipt of the premium charged, provided that the premium is received by us on or before the first working day of each month, which date it is agreed will be the due date for payment. Non-payment by the due date for payment, for whatever reason, will result in the policy lapsing on the last day of the preceding month.

1.1.2 In the event of non-payment, we will be entitled to charge an additional administration fee with the next premium debit.

1.2 Annual Policy/Premium Payments

1.2.1 If the premium is paid annually, this policy is valid for a period of one year. It may be renewed on the annual anniversary upon receipt of the premium charged, provided that the premium is received by us on or before the annual anniversary date as stated on the Schedule, which date it is agreed will be the due date for payment. Non-payment by the due date, for whatever reason, will result in the policy lapsing on the last day before the anniversary date of the policy.

1.2.2 In the event of a Total Loss during any one year period, premium paid annually will not be refundable.

1.3 Period of Grace for Premium Payment

1.3.1 Notwithstanding the provisions contained in 1.1 and 1.2 above, you shall be entitled to a period of 15 (fifteen) days from the due date for payment in which to pay your Premium.

1.3.2 In the case of monthly policies, this period of grace only applies from the second month of the currency of the policy. Premium is payable on or before the inception date or renewal date as the case may be. We shall not be obliged to accept premium tendered to us or to any intermediary after such date but may do so upon such terms as we may determine.

1.3.3 We shall be entitled to alter the premium payable under this policy at any time and upon written notice to you.

2. Cancellation

This policy may be cancelled by you at any time given in writing and we will be entitled to retain the customary short-term or minimum premium. We may cancel the policy by giving 31 days' notice in writing to you at your last known address (or via your agent/broker) and we will retain a pro rata premium.

Where you pay your monthly premium by debit order, and your policy lapses/cancels as a result of 2 (two) consecutive non-payments of premium, we will automatically discontinue the debit order submission for the following month.

3. Claims Procedure

On the happening of an occurrence which may give rise to a claim under this policy, you shall at your own expense and in the form prescribed by us:

3.1 give complete and correct information with regard to the said claim;

3.2 notify us as soon as reasonably possible of any claim, together with particulars of any other insurance covering the loss, damages or liability hereby insured;

- 3.3 give us such proof, information, police report or sworn declaration as we may require from time to time;
- 3.4 within 30 (thirty) days of the occurrence, submit to us full details in writing of any claim;
- 3.5 as soon as reasonably possible, notify the South African Police and assist in discovering the guilty party and recovering the property;
- 3.6 within 48 (forty eight) hours of receipt, submit to us any letter of demand, summons or similar document received by you, in connection with any occurrence which may give rise to a claim and you shall not, without our written consent, admit liability, make any statement, or enter into or conclude any negotiation with any person or party;
- 3.7 take or keep possession of any damaged property. You shall not be entitled to abandon any property to us whether possession has been taken by us or not.

4. Settlement of Claims

- 4.1 We may settle any claim for lost, stolen or damaged property by repairing or replacing in any reasonably sufficient manner such property or making payment in cash, but subject always to the relevant limit of indemnity and applicable excess (first amount payable) stated in the Schedule.
- 4.2 Payment of any amount admitted by us shall be conditional upon your signature of an Agreement of Loss in our favour.

5. Prevention of Loss, Damage or Liability

You are required to exercise all reasonable care and to take all reasonable precautions to prevent or minimise loss, damage, death, injury or liability.

6. The Insurer's Rights

We may take action at any time against a third party in your name to enforce your rights without you incurring any liability. You shall provide all assistance required by us. Failure to do so will result in all benefits under this policy being immediately reclaimed by us, and/or all benefits under this policy being forfeited.

7. Rights of Others

This policy is not assignable or cedeable. Nothing contained herein shall give any rights against us to any person other than you. The extension of our liability in respect of any person other than you shall give no right of claim hereunder to such person, the intention being that you shall in all cases at your discretion claim for and on behalf of such persons.

8. More Than One Policy

If at the time of an occurrence resulting in a claim, there is any other policy effected by or on your behalf, which policy is in full force and effect at the time of the said occurrence, then we shall only be liable to pay our proportionate share of the claim.

9. Change in Risk

- 9.1 It is your duty to advise us immediately in writing of any material change in risk.
- 9.2 Should there have been any material change in the risk or should we have been informed thereof by you, then we shall have the right to amend the scope of cover and/or to increase the premium from the date of the change.
- 9.3 In the event of you failing to inform us of any material change in risk as aforesaid, we shall be entitled to avoid the policy or reject any claim arising after the material change in risk.

10. Fraudulent Claims

If any claim under this policy is in any way fraudulent or if any fraudulent means are used by you or anyone acting on your behalf to obtain any benefit under this policy or if any of the occurrences insured against in terms of this policy are occasioned by your intentional act or with your connivance, all benefits under and the premiums paid in terms of this policy shall be forfeited.

11. Prescription

11.1 In no case whatsoever shall we be liable under this policy after the expiration of 12 (twelve) months from the happening of the occurrence unless a claim has been admitted or is the subject of pending legal action or is a claim under any Section of the policy which indemnifies you against legal liability to third parties in respect of bodily injury and/or loss of property.

11.2 Where you dispute our rejection of your claim or cancellation or avoidance of your policy, you must make representation to us in respect of the decision within 90 (ninety) days of the date of our rejection, cancellation or avoidance letter. Thereafter, you must take legal action by way of the service of summons against us within 180 (one hundred and eighty) days of the date of our rejection, cancellation or avoidance letter, failing which you will forfeit your claim and no liability can arise in terms of such claim.

12. Notice, Instruction, Communication

Any notice, instruction, information or any other communication with us or any agents must be made in writing.

13. Warranties

Cover is subject to warranties as stated in the NOTES/"ENDORSEMENTS" section on the Schedule.

14. Amount Payable By You

In respect of each and every occurrence giving rise to a claim under this policy, you shall be responsible for the first amount/s payable as stated in the Schedule.

15. Application of Limits of Indemnity

In the event of a claim involving indemnity to more than one person any limitation by the terms of this policy of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such shall apply in priority to you.

16. Territorial Limits

The territorial limits of the cover afforded by this policy are limited to the Republic of South Africa, Namibia, Lesotho, eSwatini, Botswana, Zimbabwe, Mozambique, Malawi and Zambia.

17. Jurisdiction

This policy is subject to the jurisdiction of the courts of the Republic of South Africa.

18. Interest of Damages

For the purpose of this agreement, the rate at which interest is to be calculated in terms of the provisions of the Prescribed Rate of Interest Act 55 of 1975, as amended, will be 0% (zero percent), unless otherwise ordered by a Court of Law.

19. Repatriation

If an insured vehicle is damaged outside the borders of the Republic of South Africa, the cost of repatriation of the vehicle, in excess of R10 000, will be borne by you.

20. Legal Liability

We will not be liable under more than one of the sections of this policy for any legal liability arising from the same happening, in respect of the same property or liability.

SPECIAL CONDITIONS

1. Vehicle Security

In the event of theft of the insured vehicle for which we required additional security, the onus rests on you to prove that the security system was in fact installed and fully operational at the time of the loss. Failure to comply with the above shall result in the claim being rejected by us. This condition will not apply where we have given written confirmation of a grace period. Theft during the grace period is subject to the applicable excess as stated in the Schedule.

2. Traffic Offences

Any driver of your vehicle must comply with the terms and conditions of this policy and must have a valid driver's licence. A valid driver's licence is a licence that has not been cancelled, suspended or endorsed. Immediate notice must be given to us of the endorsement, suspension or cancellation of your driver's licence or that of any person who drives the insured vehicle or of any charge or proceedings relating to reckless or negligent driving or driving under the influence of alcohol where the level of alcohol in the blood exceeds the statutory limit then in force.

3. Description of Use

- 3.1 If the Schedule states the USE as Private, the vehicle may only be used for social, domestic, pleasure and emergency travel to and from work, always subject to the general exclusions of the policy.
- 3.2 If the Schedule states the USE as Business, the vehicle may only be used for social, domestic, pleasure, business and limited professional purposes, always subject to the general exclusions of the policy.
- 3.3 If the Schedule states the USE as Professional, the vehicle may only be used for social, domestic, pleasure, business and professional purposes, always subject to the General Exclusions of the policy.

GENERAL EXCLUSIONS

1. We will not be liable for:
 - 1.1 loss or destruction of or damage:
 - 1.1.1 to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
 - 1.1.2 death, injury or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.
 - 1.2 any loss, destruction, damage or legal liability directly or indirectly caused by, or contributed to by, or arising from nuclear weapons material.
2. Loss of or damage to property or bodily injury related to or caused by:
 - 2.1 civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
 - 2.2 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - 2.3
 - 2.3.1 mutiny, military uprising, 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 state of siege;
 - 2.3.2 insurrection, rebellion or revolution.
 - 2.4 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;
 - 2.5 any act which is calculated or directed to bring about loss or damage or bodily injury, 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;
 - 2.6 any attempt to perform any act referred to in Exclusion clauses 2.4 or 2.5 above;
 - 2.7 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in Exclusion clause 2 above.

If we allege that by reason of any of the Exclusions in clause 2 above, loss of or damage is not covered by this policy, the burden of proving the contrary shall rest upon you.
3. This refers to any event for which a compensation fund has already been set up under relevant government legislation, whether in South Africa or any other country where the policy applies. An example of such legislation in South Africa is the Road Accident Fund.
4. Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act or terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this General Exclusion 4 an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any organisation or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

If we allege that, by reason of clause 4 of this General Exclusion, loss of or damage is not covered by this policy, the burden of proving the contrary shall rest upon you.

5. Cyber incidents

We do not cover any kind of loss, damage, liability or costs which are directly caused by a cyber incident, unless you have selected cover under the Cyber insurance section. A cyber incident is any of the following which affects the processing, use or operation of any computer, network, back-up facility or electronic data:

- 5.1 Programming or operating errors by any person or persons, unless you have selected the optional Reinstatement of data benefit under the Personal computer cover section.
- 5.2 Unauthorised or malicious acts, such as intentional cancellation, corruption of data or incorrect entry, regardless of the time, place or whether it is a threat or a hoax.
- 5.3 Malware and similar mechanisms which are specifically designed to disrupt, damage or gain unauthorised access to a computer system or electronic data, such as viruses, worms, Trojans, logic bombs, spyware, ransomware and denial of service attacks.
- 5.4 Any unintentional failure, however minor, of any computerised system which is not directly caused by physical loss or damage.

6. For loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

7. For consequential loss or damage except as specifically provided.

8. For loss or damage as a direct or indirect result of theft by false pretences or fraud.

9. For the carriage of any load of passengers exceeding that load or number of passengers for which the insured vehicle was originally manufactured or licensed to carry.

10. For wear and tear, corrosion, rust, depreciation, and the action of light or atmospheric conditions. We cannot provide any cover where to do so would violate trade or economic sanctions. Should we become aware of the fact that you are subject to such sanctions, we would have to void (cancel) your policy from its start date. We will refund any premiums due to you, and no claims will be payable.

11. If any item insured in terms of this policy is stolen property, whether or not you were aware of the fact the item was stolen. There is no cover for costs, liability, loss or damage relating in any way to the following:

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

12. Whilst the insured vehicle is:

- 12.1 being driven by you or any other person who to your knowledge is not fully licensed to drive such vehicle. This exception shall not apply to a learner driver accompanied by a fully licensed driver;

- 12.2 being driven by you or any other person who to your knowledge is under the influence of alcohol or drugs, or whilst the concentration of alcohol exceeds the statutory limit;
- 12.3 driven by any person who to your knowledge is in possession of a licence that has been endorsed or cancelled or who has been convicted of negligent or reckless driving within a period of 3 (three) years prior to the date of the accident;
- 12.4 being used for hiring, carriage of passengers for hire or reward, racing, speed or other contests, rallies or trials;
 - 12.4.1 being used on any type of racing track or circuit (whether an organized event or not),
 - 12.4.2 being used to carry explosives of any nature,
 - 12.4.3 used in connection with the motor trade save for servicing and repair,
 - 12.4.4 a goods or utility type vehicle being used to carry goods for business or professional purpose
- 12.5 in a condition, which does not comply with the provisions and regulations of The Road Traffic Act of the Republic of South Africa, or any similar legislation, which applies to the territorial limits, referred to in General Condition 20.
- 13. There is no cover for liability, loss or damage caused by or related in any way to pollution or contamination. There is also no cover for the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances. Pollution or contamination means the discharge, release, dispersal, seepage or escape of any solid, liquid, gas, contaminant or pollutant. For example: Humidity, fumes, smoke, soot, chemicals, acids or waste.
- 14. For any claim arising out of contractual liability.
- 15. For any repairs made without our prior written approval.

SASRIA LIMITED COVER (Previously South African Special Risks Association)

Sasria cover is automatically included in respect of the following sections:

Motor

Sasria cover is not included on Personal Accident cover.

SECTION 1A – VEHICLE INSURANCE

COVER PROVIDED

1. Indemnity To You

LOSS OF OR DAMAGE TO THE VEHICLE

- 1.1 If the insured vehicle and/or its permanently fitted accessories therein or thereon as specified on the Schedule is lost or damaged, we will at our option indemnify you by:
- 1.1.1 paying for its repair or replacement, or
 - 1.1.2 paying the amount of the loss or damage
- 1.2 The maximum amount payable by us will be the Reasonable Retail Value or the Vehicle Sum Insured as stated in the Schedule whichever is the lesser, after deduction of the excesses. Retail value means the retail value as described in the "Auto Dealers Guide by Mead and McGrouther", and adjusted according to the kilometre and condition chart contained in the Guide. Where the particular make and model of the insured vehicle are not reflected in the "Auto Dealers Guide", then the average value given for the insured vehicle by 3 (three) independent motor industry sources of our choice will be used as the Reasonable Retail Value of the insured vehicle.

TOTAL LOSS OF NEW VEHICLES

- 1.3 If you are the first registered owner of a new vehicle and within one year of the date of first use as new or of the date of first registration as new or within one year of the date of first use or within one year of the date of commencement of insurance, only the earliest date being applicable, such insured vehicle is:
- 1.3.1 stolen or lost and not recovered,
 - 1.3.2 damaged to the extent that repairs will cost more than 70% (seventy percent) of the current new list price including VAT at the date the damage or theft occurred.

We will pay the cost of purchasing a new vehicle of the same or similar make and model to the insured vehicle up to the Sum Insured as stated in the Schedule, less the applicable excesses.

2. Credit Agreement

If the insured vehicle is the subject of a credit or similar agreement at the time of the loss then we shall be entitled to apply any amount payable first to discharge the debt under the agreement.

EXTENSIONS

3. Malicious Damage

We will cover loss of or damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such loss or damage but excluding loss or damages caused by or arising from theft or any attempt thereat, such claim to dealt with in terms of 1 Indemnity to you above.

4. Windscreen

- 4.1 The first windscreen/broken motor glass claim made against the policy will not count as a claim for the purpose of premium rating.
- 4.2 Damage to headlamp glass is included under this extension.

5. Cost of Protection and Removal and Delivery

We will pay the reasonable costs necessary, following any insured loss or damage, of protecting the insured vehicle and removing it to the nearest competent repairer. We will also pay the reasonable cost necessary to deliver to you at your risk address the repaired vehicle.

6. Keys and Locks

We will pay for the reasonable and necessary costs of repair or replacement of any keys or locks for the insured vehicle being lost or damaged up to the limit stated in the Schedule.

7. Air Freight Replacement

We will extend cover to include the cost of air freighting/importing of replacement parts (excluding such parts relating to loss of or damage to sound equipment or glass). This cover will be limited to R5 000.

8. Car Hire

In the event of a claim incurred as a direct result of any insured loss or damage sustained to the insured vehicle we will pay for the hire of a car for you PROVIDED THAT:

- 8.1 the order for the hire of the car must be arranged by us;
- 8.2 the car hired for you will have an engine capacity not exceeding 1 600 cm³;
- 8.3 the hire is on an unlimited mileage basis but will exclude the cost of fuel and or lubricants;
- 8.4 the period of the hire shall:
 - 8.4.1 start not later than 30 (thirty) days following the date of the loss,
 - 8.4.2 end on the day following repossession of the insured vehicle or after any repairs necessary as a result of the loss have been effected or 30 (thirty) days after the start of the period of hire whichever is sooner.
- 8.5 Any cost of hire exceeding that stated in 8.4.2 above will be for your account unless authorized by us.
- 8.6 We shall not be liable to pay for car hire expenses incurred as a direct result of loss of or damage to window, headlamp glass, locks and keys or sound equipment.

SPECIAL EXCLUSIONS – SECTION 1A VEHICLE INSURANCE

1. Loss of or Damage to the Vehicle

We will not be liable for:

- 1.1 damage to the engine or wheels (tyre and rim) except as a result of an accident causing other damage;
- 1.2 wear and tear, depreciation, electrical or mechanical breakdown, failure or breakages and loss or damage caused thereby;
- 1.3 loss of or damage to any sound equipment unless specified on the Schedule;
- 1.4 consequential loss or damage from any cause whatsoever;
- 1.5 depreciation which shall mean diminution in value howsoever arising including diminution in value of the insured vehicle consequent upon it having sustained and damaged insured under this policy and continuing after the repair of such damage.

OPTIONAL EXTENSIONS OF COVER (IF STATED IN THE SCHEDULE)

1. Credit Shortfall

Should the insured vehicle which is the subject of a current credit or similar agreement be:

- 1.1 stolen and not recovered, or
- 1.2 damaged to the extent that the repair of the insured vehicle is not economically possible, the amount payable by us will be:
 - 1.2.1 the cover provided as per "Indemnity to you" (see section 1a – Vehicle Insurance)
plus
 - 1.2.2 finance charges excluding any residual amount recorded in the said agreement calculated to the month in which the claim is settled, less
 - 1.2.2.1 all instalments or rentals received by the owner or lesser;
 - 1.2.2.2 any arrears or instalments or rentals including interest thereon;
 - 1.2.2.3 all refund of Premiums for cancellation of any insurance cover relating to the insured vehicle;
 - 1.2.2.4 all other refunds or recoveries obtainable by the owner or lesser;

provided that the amount shall not exceed the Maximum Indemnity stated in the Schedule less the first amount payable.

SECTION 1B – LIABILITY TO THIRD PARTIES

COVER PROVIDED

LIABILITY TO THIRD PARTIES

1. We will, subject to the limit of indemnity stated in the Schedule, indemnify you against legal liability for the payment of damages, legal costs and other expenses incurred with our consent in consequence of:
 - 1.1 death of or bodily injury to any person, but only if the driver can be held legally liable in terms of the applicable legislation at the time of the incident;
 - 1.2 damage to property, resulting from an accident caused by or in connection with the insured vehicle, or trailer, caravan or car (not being towed for reward) attached to it, specified on the Schedule.
2. We will similarly indemnify any person permitted by you to use the insured vehicle subject to the terms, exceptions and conditions of the policy as far as they can apply, provided that such person:
 - 2.1 has never been refused insurance or any continuance thereof;
 - 2.2 is not entitled to indemnity under any other policy;
 - 2.3 complies with all the terms and conditions of the policy.
3. We will indemnify you personally as set out in 1 above while driving a private-type motor car not:
 - 3.1 owned by you;
 - 3.2 being purchased leased or hired by you under a credit or similar agreement.
4. We will indemnify you as set out in 1 above for liability consequent on fire or explosion and passenger liability subject to the limit stated.
5. We may, but are not obliged to arrange for representation at any inquiry into death and/or the defence of criminal proceedings arising from any act related to an Identifiable occurrence

Our limit of liability in terms of SECTION 1B inclusive of all legal costs and other expenses will not exceed R20 000 000 (twenty million Rand) whatsoever.

SPECIAL EXCEPTIONS – SECTION 1B – LIABILITY TO THIRD PARTIES

1. **We will not be liable for:**
 - 1.1 death of or injury to:
 - 1.1.1 any person being a member of your household;
 - 1.1.2 any person being in your employ, if such death or injury arises out of or in the course of such employment;
 - 1.1.3 any person being carried in or on any caravan or trailer attached to the insured vehicle, or in or on the open portion of a goods-carrying vehicle;
 - 1.1.4 death of or injury to any person getting in, on, off or onto the insured vehicle if the vehicle is a trailer or caravan;
 - 1.1.5 any fare-paying passenger;

- 1.2 damage to property:
 - 1.2.1 belonging to or held in trust by or in the custody or control of you or any member of your household;
 - 1.2.2 being carried in the caravan or trailer attached to the insured vehicle;
- 1.3 any damages, costs or expenses that are covered by any relevant compulsory motor vehicle insurance legislation.

SECTION 2 – SOUND EQUIPMENT

COVER PROVIDED

INDEMNITY TO YOU

We will indemnify you in respect of sound equipment up to the amount stated in the Schedule, following loss of or damage to the sound equipment by any cause. We will pay for, or may choose to repair or replace the sound equipment with the same or similar make and model, but subject always to the relevant limit of indemnity and applicable excess stated in the Schedule.

SPECIAL EXCLUSIONS – SECTION 2 – SOUND EQUIPMENT

WE WILL NOT BE LIABLE FOR:

1. cassette tapes, compact discs, car phones or cellular phones;
2. wear, tear, rust, any gradual deterioration or depreciation;
3. electrical or mechanical breakdown not accompanied by other damage.

SECTION 3 – PERSONAL ACCIDENT

If during the Period of Insurance you or any occupant of the insured vehicle described in the Schedule sustains Bodily Injury which solely and independently of all other causes results, within twelve calendar months of the injury, in any of the circumstances set out below, we agree to pay to you up to the maximum limit stated in the Schedule, less any applicable excess. We further agree to pay to you up to the amount of compensation specified in the Schedule for Trauma Counselling as a result of an occurrence described in "Trauma Counselling" below.

DEFINITIONS

"Bodily Injury"	<i>means</i>	an identifiable physical injury which is sustained during the Period of Insurance whilst boarding or dismounting from and travelling in the insured vehicle; is caused by an Accident, and solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the Death within 12 months from the date of the Accident.
"Accident"	<i>means</i>	a sudden, unexpected external occurrence occurring whilst operating, driving, travelling in, boarding or alighting from the insured vehicle and which occurs at an identifiable time and place during the Period of Insurance. For the purpose of this Insurance, Bodily Injury resulting from Hijack or attempted Hijack of the insured vehicle shall be included.
"Medical Expenses"	<i>means</i>	all reasonable expenses necessarily incurred within 12 calendar months of the date of the Accident for medical, surgical, dental, ophthalmic and hospital treatment and emergency transportation connected therewith.
"Death Expenses"	<i>means</i>	expenses reasonably and necessarily incurred in respect of funeral or cremation costs, including the cost of funeral stonework and urns, up to the maximum limit stated in the Schedule.
Trauma Counselling"	<i>means</i>	that in the event of any occupant of the insured vehicle being the victim of an act of a motor vehicle hijack and/or attempt thereof by a person or persons unknown to such occupant, and being traumatised to the extent that professional counselling is recommended, we will reimburse the reasonable and necessary expenses of counselling fees incurred up to a maximum of R250 per visit but not exceeding the amount stated in the Schedule.
		OR
		that in the event of an occupant of the insured vehicle being involved in a motor vehicle accident in which fatalities are involved and being traumatised to the extent that professional counselling is recommended, we will reimburse the reasonable and necessary expenses of counselling fees incurred up to a maximum of R250 per visit but not exceeding the maximum limit stated in the Schedule.
"Professional Counselling"	<i>means</i>	psychological or psychiatric counselling by professional persons registered with the South African Medical and Dental Council, excluding any counselling provided by any immediate family member.
"Hijack"	<i>means</i>	an unlawful act of deadly force or threat thereof on the Insured Person and the violent theft or attempted theft of the insured vehicle whilst the Insured Persons are in or about the insured vehicle.

SPECIAL EXCLUSIONS – SECTION 3 – PERSONAL ACCIDENT

We will not pay compensation in respect of an injury or death which is:

1. caused by an existing physical defect or other infirmity of the Occupant of the vehicle;
2. wilful exposure to danger (except in an attempt to save human life), intentional self-inflicted injury, suicide or attempt thereat;
3. due to mental and or nervous disorders, or any like condition arising from or attributable to stress or stress-related conditions;
4. directly or indirectly arising out of venereal disease or Acquired Immune Deficiency Syndrome (Aids) or Aids-related complex (ARC) howsoever this syndrome has been acquired, or may be named;
5. whilst you or any Occupant are participating in any activities for which he may be prosecuted in terms of Act 51 of 1977 (Criminal Procedures Act) any benefit due hereunder in respect of such claim shall be forfeited;

PROVISO: All cover in respect of any occupant shall cease following such occupant's 75th birthday.

SPECIAL CONDITIONS – SECTION 3 – PERSONAL ACCIDENT

6. Claims Notification

- 6.1 Notice must be given to us in writing as soon as possible of any occurrence which may give rise to a claim under this policy, but in any event within 60 (sixty) days of such occurrence, failing which the claim will prescribe.
- 6.2 You or any occupant shall submit to medical examination on behalf of and at our expense as often as shall be required in connection with any claim.
- 6.3 Qualified medical advice shall be sought and followed promptly in the event of Bodily Injury and we shall not be liable for that part of any claim which in the opinion of our medical advisor arises from the unreasonable or wilful neglect or failure of you or any occupant to seek and remain under the care of a qualified member of the medical profession.

Dear customer...

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

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

Your contract with Sasria comprises:

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

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

We look forward to being of service to you.

How to reach us

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

General terms and conditions

How you should read this document

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

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

Your Sasria policy and the underlying policy

You must have an underlying policy in force

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

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

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

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

Policies that attach to the underlying policy

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

Standard S.A.I.A. Exceptions

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

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

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

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

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

Extensions

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

Excess

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

For Contract Works, the following excess is payable:

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

The following minimum and maximum amounts apply:

Minimum excess (first amount payable)

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

Maximum excess (first amount payable)

- R25 000

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

Premium

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

Period of insurance

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

Sasria and the underlying insurer must sign your schedule

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

Cancellation

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

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

Our rights

To review rates and premiums

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

- a) Documented trend of poor performance on class or classes of business over the last three (3- to five (5) years;
- b) Reasonably balancing the interests of Sasria SOC Ltd and its policyholders' expectations; and
- c) The extent to which the assumptions on which the premium was based have been met.

In accordance with the law, we will duly notify the policyholder in writing, through our distribution channels, of the details of the pending review; the effective date of the review; the reasons for the review; the implication of the review; the policyholder's rights and obligations regarding the review,

including any cooling-off rights offered and procedures applicable for the exercise thereof; and any other relevant details.

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

To take possession of damaged property

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

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

To take legal action on your behalf

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

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

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

Transfer of rights

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

Sharing information

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

Your responsibilities

To be covered

To be covered under your Sasria policy:

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

attach to the underlying policies). For stand-alone policies, you must comply with the terms and conditions of your Sasria policy.

Pay the premium in advance

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

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

Take all reasonable precautions

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

Do not withhold information or commit fraud

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

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

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

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

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

Compensation

How we compensate you

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

Who gets the compensation?

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

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

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

Policy limits

The limits of compensation are detailed in the respective policies.

Agreed value

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

Countries where you are covered

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

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

Disputes

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

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

Amendment

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

How to claim

What to do after an insured event

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

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

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

Supporting documents

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

Motor

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

Important words and phrases

Word or phrase	Defined meaning
Civil commotion	Large-scale violence by members of the public, causing injury to people or damage to property.
Consequential loss	Loss or damage that is not directly caused by an insured risk, but which is an indirect consequence or result of the insured risk.
Labour disturbance	<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"> • A disturbance of the public peace; • Which happens openly, or which is clear upon observing; • In disobedience of authority; and • Which leads to physical loss or damage.
Lockout	<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.</p> <p>A policyholder could be:</p> <ul style="list-style-type: none"> • A holding company and all its subsidiaries (as set out in the Companies Act, 61 of 1973); or • A subsidiary of the holding company; or • An entity other than a company; or • A person or persons.

Public disorder	A riot or other civil commotion that gives rise to a serious risk to public safety, whether at a single location or resulting from a series of incidents in the same or different locations.
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"> • Three or more persons who have assembled with the same objective; • A tumultuous disturbance of the public peace; • Which leads to strife, violence or threats of violence; and • Physical loss or damage. <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.

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.

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.

Conditions

1. If an insured vehicle is a total loss, the policy will end from the date of such total loss and no refund of the premium will be payable to the policyholder.
2. If an insured vehicle is used to convey goods for trade purposes at the time of the loss or damage, and it is not insured in the correct Motor category, we will not be liable for such loss or damage to the vehicle.
3. You may cancel your Sasria Motor policy at any time, but no pro-rata refund of the premium will be payable if you were paying the minimum premium.
4. At the end of each period of insurance, you must declare all fleet vehicles insured under this policy so that Sasria can make a premium adjustment. You must give us the declaration within 45 days of the end of each period of insurance. We will refund you 50% of the premium or require you to pay the additional premium, as applicable.
5. You must provide your broker with a list of all vehicles insured under this policy as and when we request it.
6. If Sasria accepts liability for a claim under this policy, we extend cover to include damage to a third-party vehicle that is not insured with Sasria, but only if the incident took place while the third-party vehicle was driven on a public road.

Compensation

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

In the event of a total loss:

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

Accessories or spare parts:

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

Towing and storage costs:

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