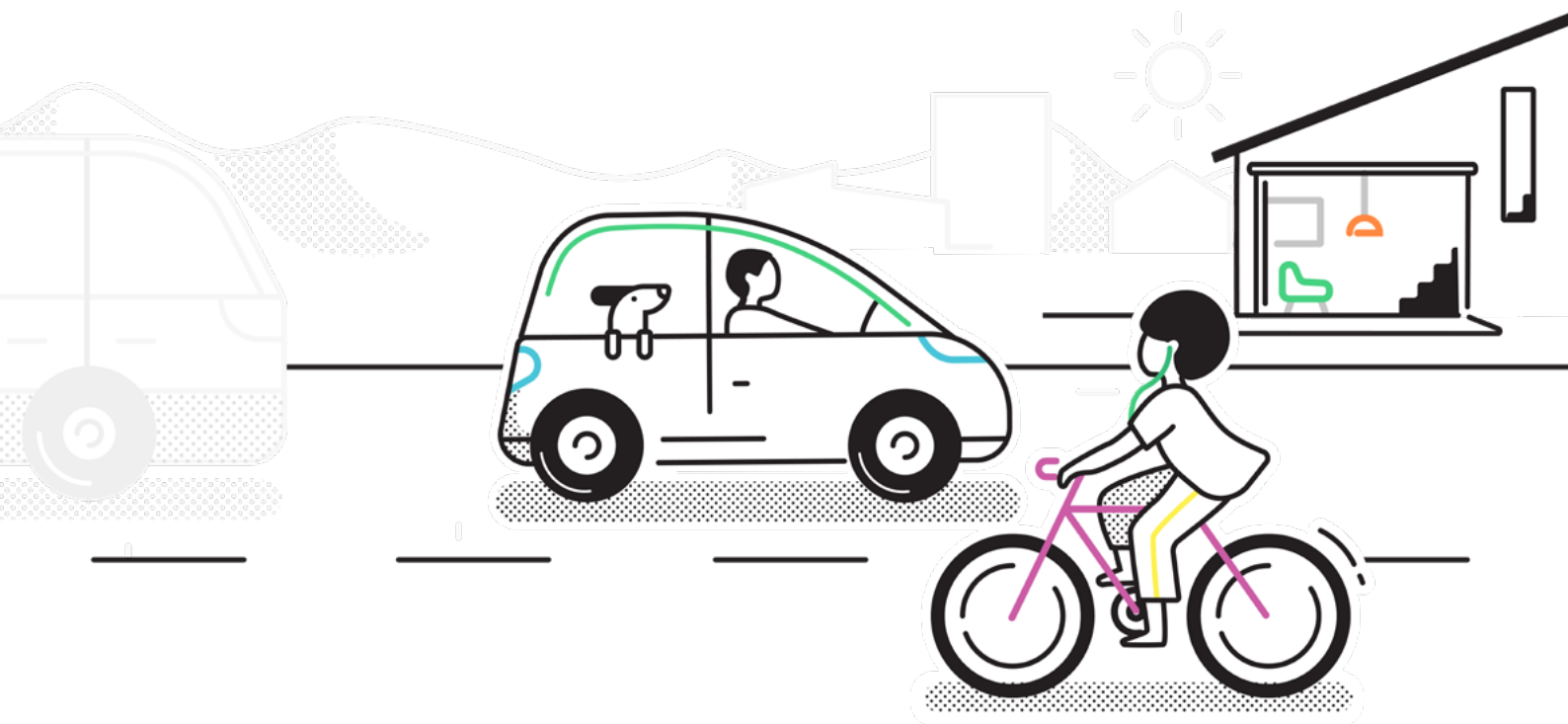


Naked

Insurance basics



Hollard.

Naked Financial Technology Pty Ltd is an authorised Financial Services Provider (FSP 48822). This policy is underwritten by The Hollard Insurance Company Limited, a Licensed Non-Life Insurer and an authorised Financial Services Provider.

LAST UPDATED ON 26 MAY 2021

Welcome!

This document contains important information that forms part of your insurance contract.

It should be read together with the details of your cover as set out on the Naked Insurance app (If you make any changes to the policy conditions, by updating your cover on the app, it will be effective immediately or from the date indicated on the app), and together with the details for the specific cover which you have:

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Introduction

Overview of your policy

This insurance policy is a legal contract between you and Hollard. Only you have rights under this policy.

- 'We', 'us' and 'our' refer to The Hollard Insurance Company Limited (Hollard), registration number 1952/003004/06. Hollard is a registered insurance company (Short-term Insurance Act 1998) and an authorised Financial Services Provider (Financial Advisory and Intermediary Services Act 2002).
- 'You' and 'your' refer to the individual (the policyholder under this policy) named in the cover summary on the Naked Insurance mobile application ("the app").

The contract includes the following:

- All the information you gave to Naked Financial Technology Pty Ltd ("NFT"/"Naked") when you requested a quote on:
 - the Naked Insurance website (www.naked.insure) ("the website"), or
 - the app.
- Any information you provide (including, but not limited to details about the insured item or its use) using the app or via phone or e-mail correspondence with NFT.
- All the details of the policyholder, the insured item and your cover, as contained in the cover summary on the app.
- The policy wording, which is comprised of "Insurance basics" (this document, which contains general terms and conditions that apply to your cover) and the details for the specific cover which you have: **Car (see), Owners (see) & Renters (see).**

Please read the policy wording and the details of the cover as set out on the app carefully. It is important to make sure that you understand what you are covered for as well as what your responsibilities are. Because if you do not keep to the terms of your policy, or if the information you provide in the sources mentioned above is incorrect or out of date, it could affect your cover or your claims.

When your policy starts

Your policy will start when the cover starts for the first item insured under this policy (the date shown on the app for that item), which in turn will only be when the first premium for that item has successfully been collected. You may insure more than one item under this policy – cover for an item will start on each item's cover start date as set out on the app.

When your policy ends

- When you no longer have an insurable interest in any of the items covered by this policy, as explained on page 9.
- When you cancel cover for all the items insured under this policy, by updating your information on the app.
- When we cancel cover for all the items insured under this policy, by giving you 31 days' notice.
- When you do not pay your monthly premium within the 15-day grace period as explained below, in which case we will cancel your policy as a whole, ending cover on all items.

If cover ends for one item only, this policy will remain in place for any remaining items.

You must pay your premiums

- For the policy to start, the first premium needs to be successfully collected.
- Each cover period starts on the day of the month that you have chosen for your premium to be collected, and lasts until the day before your next premium collection day.

For example: if you choose for your premium to be collected on the 5th, then every cover period will start on the 5th of a month and last until the 4th of the following month.

For the policy to renew each new cover period, the premium will be collected on the first day of the new cover period.

If you don't pay your premiums

- If any card collection attempt is rejected because of insufficient funds, we will attempt to collect again within 15 days.

We will allow a 15-day grace period (extra time) from the premium collection date, during which we will try to collect the premium. This grace period does not apply to the payment of the first premium.

If we are able to collect the premium, your cover will continue.

- If the premium collection is not successful within 15 days, we will cancel your policy on or shortly after the 15-day period. The cover will end on the day that we cancel the policy. The outstanding balance at that date will remain on your account and will need to be settled before you can take out cover with Naked again.
- If you stop the card collection authorisation directly with your bank, the policy will end on the last day of the previous cover period (i.e. there is no grace period).
- We will not pay any valid claims that happen during the 15-day grace period, unless you pay us the premium before the end of the grace period.

We may change your policy

- We will tell you at least 31 days before the effective date of any changes we make to the policy.
- We may change the terms and conditions at any time including changes to the premium, excesses, your cover or policy conditions.
- There are no set premium increase intervals. When we periodically review your premium, we consider a number of different factors, like your risk address, security measures, environmental changes, inflation and changes to your insured values. If we decide to reduce or increase your premium, or change any other details on your policy, we will give you 31 days' notice.
- If legislation changes, this policy will be considered to be aligned with the change, until such time as the policy wording is updated.

How to make changes to your policy

You can make changes to your policy directly on the app or by emailing us on help@naked.insure. If you make any changes to the policy conditions, by updating your cover on the app, it will be effective from the date indicated on the app.

Your responsibilities

Be honest

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

Examples: Giving us false information or documentation about a claim, or exaggerating the amount of a claim.

Give us all material information

- Material information is essential information which can influence our decision whether to accept a risk, to apply more conditions or to change your premium. You must give us all material information, and tell us within 14 days from the date that any material information changes.

Examples of material information: Your insurance claims history, the regular driver's date of birth, or your building's security measures.

- Our decision to insure your possession(s) is based on the information you give us. If any of this information is incomplete or incorrect at any time, our decision was based on incorrect information. This means we may not have agreed to cover, or continue to cover your property on your current premium, limits or conditions.
 - We may cancel your cover from the date that you gave us incorrect information or from the date that there was a change in the risk that you did not tell us about, and you will lose your right to claim. We will pay back all the premiums we have received after the date of cancellation, less any claims we may have paid

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

Look after and care for your stuff

- You must maintain your insured property and take all reasonable steps to prevent loss or damage, and to minimise the cost of a claim.
Example: You must make sure that the gutters of your building are cleaned regularly to prevent your building being flooded by overflowing gutters during a storm.
Example: Don't give your iPad to your 4-year old during bathtime and don't keep your phone in your pocket when skydiving.
- After an event you must also take reasonable steps to protect your insured property from further loss or damage.
Example: If a pipe leaks and causes your premises to be flooded, you must turn off the flow of water to prevent further flooding and damage to your premises.
- Do not leave keys to your premises, vehicles or safes at an unsecure place, or with any person who does not share your responsibility for your insured property.
- You must prevent injury to other people and prevent damage to their property.

Keep to the terms and conditions of your policy

Please make sure that you keep to all the rules, terms, conditions, your responsibilities and the claims process set out in this policy document.

You must tell us of the actions of tenants or owners

Your insurance risk might be affected by the actions or neglect of tenants or owners in the following instances:

- Your tenant, in the case where you own the premises and lease it out.
- The owner or other tenants, in the case where you do not own the premises but the premises are leased to you.

Because their actions are out of your control, we will still cover you as long as:

- You are not aware of their actions or neglect.
- You tell us as soon as you learn about their actions or neglect.
- You pay any increase in premium we may ask you to.

You must comply with the law

You must comply with the law at all times, including any by-laws and regulations relevant to your property. Do not use your home or your car or any of your insured items in connection with any criminal offence. We may reject a claim and we may ask you to pay back any benefits that we may have paid for that claim.

General conditions

You need to have an insurable interest

For an insurance policy to be valid, please ensure that you have an insurable interest in the item throughout the period of insurance. This means that you can only claim for an item which, if lost or damaged, will cause you to be worse off financially. For example:

- where you are the owner of the car; or
- the good faith possessor in terms of a credit agreement.

If your insurable interest in the item changes, please notify us immediately at **help@naked.insure** to update the details of your policy profile. If you do not tell us you will lose your right to claim as well as premiums paid.

Your rights

This policy does not give any rights to any person other than you. You may not transfer your rights to benefits payable under this policy to another person. This is known in law as a cession.

If you try to transfer the rights to any benefits in this policy to another person, we will not recognise that contract. We will continue our contract with you as if you had not made a contract with someone else.

Our responsibility ends after we have paid a claim

Once we have paid a claim, we have met our responsibilities to you under this policy. We will not be responsible for any other costs relating to that claim, except if we recover money from other people as explained under the Third party claims section at the end of the [Car Insurance details](#).

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.
- **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 may occasionally contact you regarding new products or offers. You may opt out of this communication at any time by unsubscribing. Remember that even if you choose not to receive marketing from us, we will still send you communications about this product if you have an active policy.

Our correspondence with you

We will assume that you have read and received our correspondence if it was sent directly to you on the email address you gave us. If we take legal action against you, the summons will be delivered to your physical address that you provided.

Currency

Premiums and claims payable under this policy will be paid in South African Rand only.

Legal jurisdiction

The policy will be governed by and interpreted in accordance with South African law in the courts of South Africa.

Important information on claims

Salvage belongs to us after a claim

Any insured property that we decide is uneconomical to repair, or any lost or stolen property which is found after a claim has been settled, is referred to as salvage. Salvage is our property and we may sell it to cover our claims cost. If the proceeds of the sale is more than our claims costs, we will pay the difference to you.

Allow us to assess the damage

If your insured property is damaged, you must allow us the opportunity to assess the damage.

- You may not do any of the following until we have given you the go-ahead:
 - Abandon or get rid of the damaged insured property.
 - Replace the damaged insured property, or have it repaired, except for emergency repairs to your car as explained in the [Car Insurance details](#).
- If you replace, repair or dispose of the damaged insured property before we had a chance to assess the damage, we may reject your claim.

- If we decide to settle your claim, we will only pay you the amount that we would have paid had we repaired or replaced the insured property ourselves.

Dual insurance – if you have double insurance

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

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

Prescription – expiry of claims

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

Underinsurance – the principle of average

You must insure your property for its full current replacement value.

- If you are underinsured, it means that you have insured your property for less than its current replacement value. If you claim, you will then have to accept a part of the loss in proportion to how much you are underinsured by – this is known as the principle of average.

Example: You insured your contents with us for R80 000. A fire damages your home, and furniture with a current replacement value of R30 000 are destroyed in the fire. When we assess your claim, we discover that the current replacement value of all your contents before the fire is actually R100 000 and not R80 000. This means you are underinsured by 20%. We will then only pay R24 000 (80% of R30 000), less your excess.

- If you are underinsured, we will not repair or replace your insured property. We will pay you in cash only.

Noting the interest of financial institutions

If the insured property (for instance your car or building) is financed, we accept the financial institution's interest in your property, as explained below:

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

- Rejected claims in respect of Your house (building): We will not pay anything to you. However, we will pay the claim amount to the financial institution if both of the following applies:
 - The rejection of your claim was not for reasons of fraud, dishonesty, misrepresentation or the deliberate actions of you, your employees or any other person colluding with you or your employees.
 - The financial institution was not aware of the reasons that led to our rejection of your claim, or the financial institution was aware but they informed us as soon as they became aware of it.
- We reserve our right to recover any payments we have made to a financial institution, from you.

You must help us with any legal proceedings

After we have settled a claim, your rights to claim against the person that caused the loss or damage are automatically given to us.

- You must give us all information and assistance that we need to claim from that person.
- If you don't, it may mean that we cannot claim back the amount of the loss or damage from that person. You may lose all benefits under this policy and you may need to pay back any payment or benefit you received from us.

Details of your SASRIA cover

This applies to your car, owner, renter's policy and any cover you take out on individual things. We have included a copy of Sasria's policy wording below.

1. Introduction

- Sasria SOC Limited (Registration number 1979/000287/06) is a registered insurer and an authorised Financial Services Provider.
- We collect the Sasria premium and issue Sasria's policy wording on behalf of Sasria.
- There are two different Sasria policy wordings which provide cover under different cover sections, as shown below. Any cover section not mentioned does not include Sasria cover.
 - Sasria Fire policy: Your house (buildings) and home contents.
 - Sasria Motor policy: Cars.
- Sasria applies in South Africa only, however, cover on vehicles is also provided in Namibia for a period of not more than 60 consecutive days.
- Please note that there are some events that are not covered. You must read your Sasria policy wording to understand your cover.
- Please refer to the Cover amounts in the sections for which you have brought cover to see the Sasria premium.

2. How to claim

- You must report any protest action that puts your property at risk, to the South African Police as soon as possible.
- Please follow the normal Naked Insurance claims process.
- All approved claims will be settled by Sasria, and not by Hollard.

- Any insured property that Sasria decides is uneconomical to repair, or any lost or stolen property which is found after a claim has been settled, is referred to as salvage. Salvage is Sasria's property and they may sell it to cover their claims cost.

Car Policy

1. Definitions

1.1 The term "vehicle" shall mean:

- Private type motor cars
- Commercial vehicles (including irrigation vehicles)
- Motor cycles
- Buses
- Trailers (i.e. Any vehicle without means of self-propulsion designed to be drawn by a self- propelled vehicle, but excluding any parts or accessories not permanently fitted thereto)
- Registered and Non-registered Mobile Plant
- Bus Rapid Transit

1.2 Non Registered Types

The above shall mean self- propelled Non Registered vehicles that may be insured under the motor section. These vehicles are for example but not limited to 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.

Any such vehicle being owned by or hired or leased by the insured, including any such vehicle temporarily operated by the insured as replacement for any vehicle out of use for the purpose of overhaul, upkeep and/or repair provided that the insurer's maximum liability shall not exceed the lesser of the retail value of the replacement vehicle or the limit of indemnity of the replaced vehicle as stated in the Sasria motor policy.

1.3 The term “total loss” shall mean the total loss, destruction or damage of the vehicle or where the damage exceeds at least 70% of the retail value of the vehicle;

1.4 The insured shall mean the person, people or juristic entity in whose name the policy is issued.

2. Preamble

SECTION A

The premium for this insurance is shown in the underlying policy schedule. The underlying policy schedule forms an integral part of the policy. The cover is subject to payment of premiums.

Sasria’s Liability to the insured will not be for more than the value specified against each vehicle, or the retail value of the vehicle calculated in terms of the TransUnion Auto Dealer Digest, whichever is the lesser.

Wherever the word “property” is used it must be taken to mean any motor car or vehicle, trailer, a tool, utensil, or other piece of equipment that is used for a particular purpose or machine of any description for specific operational purpose with or without means of self-propulsion capable of being driven or towed on any road and any accessories or spare parts whilst on the road.

INSURANCE

In return for the Insured having paid the premium stated in the Schedule to this Policy (the Schedule forms an essential and integral part of this Policy) to Sasria, Sasria will provide insurance in respect of loss or damage happening during the Period of Insurance stated in the Schedule of this Policy.

Subject to the terms, exceptions and conditions of this Policy, Sasria will indemnify the Insured against loss of or damage to the property described in the Schedule directly related to or caused by:

- i. any act (whether on behalf of any organisation, body, 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;

- ii. 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 of the public;
- iii. 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;
- iv. any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- v. the act of any lawful authority in controlling, preventing suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii) (iii) or (iv) above.

Note: In this Policy, the term "Public Disorder" includes civil commotion, labour disturbances or lockouts.

Sasria may at its option repair or replace such property or any part thereof or may pay in cash the amount of the loss or damage not exceeding the reasonable retail value of the property insured in the schedule of this Policy subject always to Condition 8 of this Policy (which relates to Average). If the property insured is the subject of a hire purchase or similar agreement and the seller or lessor (hereafter referred to as the "Owner") is interested in any money which would be payable to the Insured under this Policy in respect of loss of or damage to the property insured (which loss or damage is not made good by repair or replacement) such money will, if requested in writing, be paid to the owner and/or to the Insured to the extent of their respective interests as long as they are interested in the said property, and their receipt will be a full discharge of Sasria in respect of such loss or damage. Save as expressly provided nothing in this Policy will modify or affect the rights and legal responsibilities by the Insured or Sasria under or in connection with this Policy or any condition or term of it.

In the event of any part, accessory or fitment of whatsoever nature needed to repair or replace damage to the property insured being not capable of being obtained in the Republic of South Africa, as a standard ready manufactured article or in the event of any such article being denied to the Insured for any reason, Sasria's legal responsibility will be met by the payment of a sum equaling the value of the said article at the time of the loss or damage but not in any case exceeding the manufacturer's last list price operative in the Republic of South Africa.

If the property insured under this Policy is disabled by reason of any loss or damage Sasria will pay the reasonable cost of protection and removal to the nearest repairers. Sasria will also pay the reasonable cost of the delivery to the Insured after repair of such loss or damage not exceeding the reasonable cost of transport to the address of the Insured in the Republic of South Africa.

3. Memoranda

Replacement Value Condition

- 3.1 Where an Insured vehicle defined in 1.1 (a) is less than twelve months old, from the date of first registration and the vehicle has travelled less than 2 500 km per month on average since the date of first registration as new – then 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) in the event of the total loss of such vehicle. This condition applies only to vehicles not exceeding 3 500 kilograms gross vehicles mass.
- 3.2 If, to Sasria's knowledge, the vehicle is the subject of a suspensive sale or similar agreement and the vehicle is written off, stolen or hijacked and the insured is permanently deprived of the use of the vehicle, payment in settlement of the claim shall be made to the titleholder whose receipt shall be a full and final discharge to Sasria in respect of such loss or damage.
- 3.3 If any part, accessory or fitment needing to be repaired or replaced, following insured damage to the vehicle/s described in the schedule, being unobtainable in the republic of South Africa, Sasria's liability shall be limited to payment of a sum equal to the value of a Standard ready manufactured part, accessory or fitment at the date of loss or damage, but not exceeding the maker's latest list price.
- 3.4 Sasria will only pay up to 10% of the insured value of the vehicle in respect of accessories fitted in or on the vehicle; if the value exceed 10% of the insured value of the vehicle then the accessories must be specified on the schedule and be insured under the Plant category, for them to be covered for Sasria purposes.

4. Exceptions

This Policy does not cover:

- 4.1 Consequential Loss from any cause whatsoever, depreciation of any nature which will also mean decrease in value of the insured property however it arises, consequent upon it having sustained damage insured against and continuing after the repair of such damage, wear and tear and mechanical or electrical breakdown, failure or breakage.
- 4.2 Loss or damage occasioned by permanent or temporary dispossession of the insured property resulting from confiscation, commandeering or requisitioning by any lawful authority.
- 4.3 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 any War Damage Insurance and Compensation legislation.
- 4.4 Any loss or damage related to or caused by:
 - i. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not) or civil war;
 - ii. mutiny, military rising, military or An invasion from abroad, or an internal rebellion, where armies are drawn up against each other, when the laws are silent, and when the firing of towns becomes unavoidable., 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;
 - iii. the act of any lawful authority in controlling, preventing, suppressing, or in any other way dealing with any occurrence referred to in clause (i) or (ii) above.
- 4.5 Any claims arising out of any legal responsibility assumed by the Insured by agreement, unless or if such legal responsibility would have attached to the Insured in the absence of such agreement.
- 4.6 Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising from it or consequential loss 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 from the combustion of nuclear fuel. For the purpose of this exception only combustion will include any self-sustaining process of nuclear fission. The indemnity provided by this Policy will not apply to nor include any loss, destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

- 4.7 NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION It is agreed that, regardless of any contributory cause(s), this insurance does not cover loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat to use or release of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or personal purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

If it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon/Policy the burden of proving the contrary will be on the insured.

5. Conditions

5.1 Claims Procedure

On the occurrence of any loss or damage the Insured must as soon as reasonably possible give notice of it in writing to the NOMINATED INSURER. The Insured must give to Sasria all such proofs and information in connection with the claim as may reasonably be required.

5.2 Subrogation

The Insured must, at the request and at the expense of Sasria, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by Sasria for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which Sasria will be or would become entitled or subrogated upon its paying for or making good any

loss or damage under the Policy, whether such acts or things will be or become necessary or required before or after the indemnification by Sasria.

5.3 Contribution

If at the time any claim arises under this Policy there is any other existing insurance covering the same loss or damage Sasria will not be liable to pay or contribute more than its rateable share of any loss or damage.

5.4 Precautions

The Insured must take all reasonable steps to protect against loss or damage to the Property described in the Schedule to this Policy.

5.5 Transfer

Nothing contained in this Policy will give any rights against Sasria to any person other than the Insured. Sasria will not be bound by any passing of the interest of the Insured otherwise than by death or operation of law.

5.6 Arbitration

If any difference or dispute arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa, and at such place as Sasria may determine. Where any difference or dispute in terms of paragraph (a) above is to be referred to Arbitration the award of the Arbitrator(s) will be final and binding and the making of such award will be a condition precedent (i.e. a prior requirement) to any right of action against Sasria under this Policy being pursued.

5.7 Limitation

In no case whatsoever will Sasria be liable under this Policy after the expiration of 12 months from the happening of the event unless the claim is then the subject of Arbitration, or Court proceedings already instituted.

5.8 Average

If the property insured is, at the commencement of any destruction or damage to such property, of greater value than the total value on risk appearing in the Schedule to this Policy in the case of the Motor Dealer or Fleet Owner then the Insured will be considered as being his/her own insurer for the difference and will bear a ratable share of the loss accordingly.

5.9 Total Loss of Property

If any motor car or other vehicle described in the definition of "property" above is treated as a total loss by Sasria then all cover in terms of this Policy will come to an end in respect of such motor car or vehicle from the date of such total loss and no refund of premium will be payable to the Insured.

5.10 Premium

Note that whenever the period of insurance on this policy is less than 12 months, the minimum premium to be paid by the Insured will be the full annual premium.

5.11 Validity

This Policy will not be valid unless a signature attesting the authenticity of a document already signed by another by the Nominated Insurer.

5.12 Alteration of Use of Property

Insured Sasria will not be liable for any loss or damage to the property if at the time of such loss or damage the property was used either by the Insured or any person knowing at that time that the property should have been insured at a rate or premium that is higher than what has been charged, but they did not act to correct that, so that the correct rate or premium was not applied.

5.13 Territorial Limitation

Sasria only insures property that is in the Republic of South Africa and will insure property in Namibia only when it is there temporarily for a period of not more than 60 consecutive days.

5.14 Cancellation

This Policy may be cancelled at any time at the request of the Insured but in such cases no refund or prorata refund of premium will become payable.

5.15 Fraud

If the claim is in any respect fraudulent and if any fraudulent means or devices are used by the Insured or anyone acting on his/her behalf to obtain any benefit under this Policy and if any destruction or damage is occasioned by the wilful act and with any connivance of the Insured, all benefit under this Policy will be forfeited.

5.16 Misrepresentation

This policy will not be legally binding if the Insured makes a false statement of any material (important) fact on his/her application, an inaccurate physical or legal description of property or when the Insured does not provide any important information about the property being insured.

5.17 Reporting Claims to Authorities

All things that happen or takes place especially things of importance which may give rise to a claim in terms of this policy must be reported to the South African Police as soon as reasonably possible.

5.18 Declarations

The insured has the responsibility of declaring all fleet vehicles insured for Sasria purposes at the end of each insurance period within 45 days and the difference in payment be made to Sasria or a refund be paid to the insured.

5.19 Listing of Vehicles

The insured has the responsibility of providing the Non Mandated Intermediary with the list of all vehicles being insured for Sasria purposes as and when required by Sasria.

5.20 Uninsured Third Party vehicles

The motor cover extends to damage of an uninsured third party motor vehicle, if the damage happened as a result of an insured motor vehicles, whilst a Sasria peril was taking place.

6. Specific condition

If, during the operation of this section of the Policy, any driver's licence in favour of the Insured or their authorised driver is endorsed, suspended or cancelled, or if he/she or they will be charged or convicted of negligent, reckless or improper driving, notification must be sent in writing to Sasria immediately when the insured has knowledge of such fact.

Fire Policy

In consideration of the prior payment of the premium stated in the coupon and the receipt thereof by or on behalf of Sasria SOC Limited,(hereinafter called the Company) and subject to the underlying policy being current and valid at the effective date as stated in the Schedule, the Company will by payment or at its option by reinstatement or repair indemnify the insured during the Period of Insurance up to an amount not exceeding the total sum insured in respect of each item and not exceeding in the aggregate during the said Period of Insurance, the total insured value, or the aggregate limits of liability as stated in the proviso hereunder, whichever is the less against loss of or damage to the property insured directly related to or caused by:

- i. 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;
- ii. 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;
- iii. 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;
- iv. Any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- v. The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii), (iii) or (iv) above.

Note: In this Coupon Policy, the term "Public Disorder" shall be deemed to include civil commotion, labour disturbances or lockouts.

PROVIDED that:

Notwithstanding anything to the contrary, where One Insured is insured by one or more current and valid insurance (other than Contract Works and/or Construction Plant and or Motor) issued by or on behalf of the Company, the annual aggregate liability of the

Company under all such Insurances shall be limited to the sum of R500 million (five hundred million Rand), or up to R 1,5 billion, if the Insured has chosen the optional Excess of Loss R 1 billion cover, where the property insured is in the Republic of South Africa.

For this purpose ONE INSURED shall mean:

Any Single One Insured, a Holding Company and all its Subsidiaries (as contemplated exclusively by the Companies Act, 1973) or Subsidiary of the Holding Company.

In the case of One Insureds other than Companies, the Company reserves the right to determine who the One Insured is for this purpose.

PROVIDED FURTHER that this insurance does not cover:

- a. Consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured, which shall be limited to a period not exceeding that required to render the building tenantable;
- b. Loss or damage resulting from total or partial cessation of work, or the retardation or interruption or cessation of any process or operation;
- c. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.
- d. NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION

It is agreed that, regardless of any contributory cause(s), this insurance does not cover loss (es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or personal purposes or reasons including the intention to influence any government and /or to put the public, or any section of the public in fear.

- e. This policy does not cover 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.

If it is alleged that by reason of this exclusion any loss (es) is not covered by this Coupon the burden of providing the contrary shall be upon the insured.

CLAIMS NOTIFICATION

The Agent or Intermediary will advise Sasria of a loss within thirty (30) days from the date they receive the claim.

A claim shall not be payable if twenty four (24) months have elapsed since the occurrence of the Insured Event unless the claim is subject of pending legal action or final assessment of the loss by the Insurer have not been reached.

CONTRACTUAL VALUE

Where Property Insured is extended under the Replacement Value Clause and is the subject of a lease, rental, hire or similar agreement which requires the Insured to insure and/or be responsible for the property at an agreed value then the measure of cover provided shall be the agreed value as stipulated in the lease, rental or hire agreement. The definition set out under the Basis of Loss Settlement on the underlying policy shall not apply in respect of a claim under this clause but always limited to the total Sum Insured.

CONDITIONS

1. Misrepresentation, misdescription and non-disclosure

Misrepresentation, misdescription or non-disclosure in any material particular shall render voidable the particular item, section or sub-section of the policy, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.

2. Continuation of cover (where premium is payable by bank debit order or by transmission account)

The premium is due in advance and, if it is not received by the company by due date, this insurance shall be deemed to have been cancelled at midnight on the last day of the preceding period of insurance unless the insured can show that failure to make payment was an error on the part of his Intermediary or Sasria agent.

3. Transfer

Nothing contained in this Policy shall give any rights against Sasria to any person other than the Insured. Sasria shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law.

4. Arbitration

- a. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa, and at such place as Sasria may determine.
- b. Where any difference or dispute is in terms of paragraph (a) above to be referred to Arbitration the award of the Arbitrator(s) shall be final and binding and the making of such award shall be a condition precedent to any right of action against Sasria under this Policy.

5. Company's rights after an event

- a. On the happening of any event in respect of which a claim is or may be made under this policy, the company and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the company to rely upon any conditions of this policy,
 - i. take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the insured to the company to do so. The insured shall not be entitled to abandon any property to the company whether taken possession of by the company or not,
 - ii. take over and conduct in the name of the insured the defence or settlement of any claim and prosecute in the name of the insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the insured without the written consent of the company.
- b. The insured shall, at the expense of the company, do and permit to be done all such things as may be necessary or reasonably required by the company for

the purpose of enforcing any rights to which the company shall be, or would become, subrogated upon indemnification of the insured whether such things shall be required before or after such indemnification.

SPECIAL CONDITIONS

1. It is a condition precedent to any liability that at the time of the happening of any occurrence given rise to a loss in terms of this Coupon Policy there shall be in force the Underlying Policy covering the interest of the Insured in all the property insured by this Coupon Policy against loss or damage by fire.
2. All the terms, conditions, exclusions, exceptions and warranties applicable to the Underlying Policy, other than:
 - a. Exception 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

- b. The Burden of Proof Clause set out in Exception A to the extent that such Clause refers to the Exceptions listed in (a) above;
- c. Any excess, deductible or similar payment to be met by the Insured in terms of the Underlying Policy;
- d. The Sasria Coupon incorporates the Terms, Conditions, Exceptions, Exclusions and Warranties of the underlying Policy to which it attaches. It does not automatically incorporate the Extensions. In order to cater for the Extensions, the Sasria Sum Insured must be increased by the value of the Extension and a premium charged for the said Extension. In this instance a schedule showing a breakdown of all additional covers included (together with the sum insured) must be attached to the coupon,
- e. Where required by the Insurer, the Insured shall at the commencement of such insurance and when required provide the Insurer with a written estimate of the cost at such date of reinstatement of the Property Insured to which this section applies made and certified by a Valuator acceptable to the Insurer.

- f. The Sum Insured under the policy and this section in respect of each item will not be less than the amount of such estimate, and may be adjusted for renewal provided this is done within a two months period of the renewal date.
- g. Where a building or structure is destroyed, the Insured is entitled to carry out the replacement by an equivalent building upon another site and in any manner suitable to the requirements of the Insured provided that the Insurer's liability does not exceed the cost which would have been incurred had reinstatement been carried out on the original location.

shall be deemed to be incorporated in this Coupon Policy and shall as a condition precedent to any liability hereunder relate to and be complied with by the Insured accordingly.

MEMORANDUM

The reference to Exceptions A(i), A(iii)(b), A(v), A(vi) and A(vii) and to the Burden of Proof Clause in Exception A is a reference to those Exceptions as they appear in the Standard S.A.I.A. Exceptions which the Nominated Insurer is obliged to incorporate in his Policy. Should the numbering in the Underlying Policy not correspond with the numbering of the Standard S.A.I.A. Exceptions the above references shall apply to the corresponding Exceptions in the Underlying Policy mutatis mutandis.

1. If the property covered in terms of the attached Schedule shall at the commencement of any destruction of or damage to such property by any peril insured hereby be collectively of greater value than the total sum insured stated herein, then the Insured shall be considered as his own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this consideration.
2. Any adjustment of Premium Clause or Condition in the Underlying Policy shall not be applicable to this Coupon Policy.
3. No alteration of this Coupon Policy is valid unless signed by a Director of the Company
4. Any Reinstatement Value Conditions in the Underlying Policy shall be applicable to this Coupon Policy except insofar as it relates to Motor Vehicles.
5. The cover granted by this Coupon Policy shall apply to property situated in the Republic of South Africa.