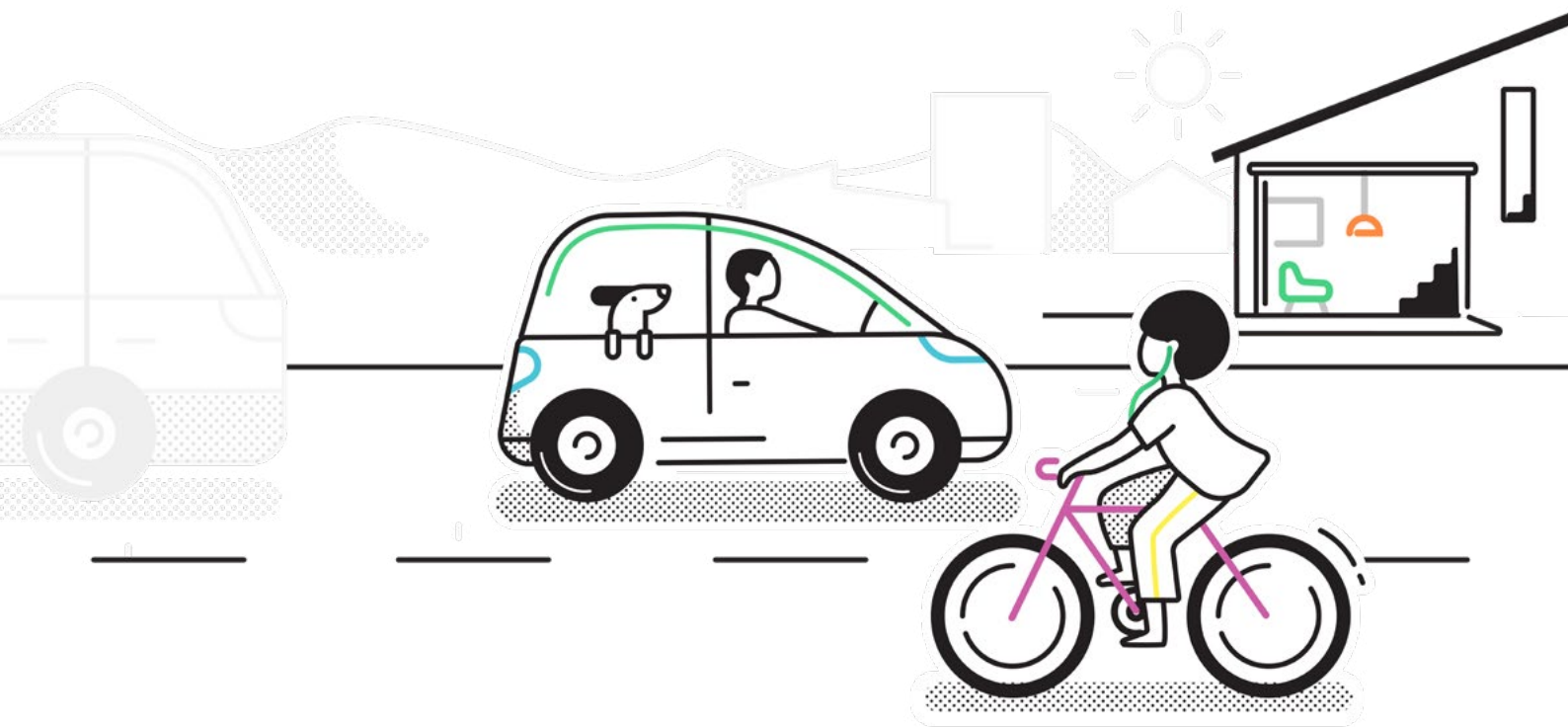


Naked

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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.

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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 and together with the details for the specific cover which you have. If you make any changes to the policy conditions by updating your cover on the app, they will be effective immediately or from the date indicated on the app.

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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 Licensed Non-Life Insurer and an authorised Financial Services Provider.
- '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 reference to 'you' and 'your' includes that person's partner and members of their family who are financially dependent on them and live at the same address. If applicable, it includes that person's personal legal representatives.

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](#)) and Single Items ([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. 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 cover starts

Your policy starts on the date that the first item is insured with us – this is also the same date as our first successful premium collection via your bank card. If you add another item to your policy, that item will have a different cover start date based on the date you added it to your policy. Each item's cover start date is shown on the app.

When your cover ends

- If cover ends for all items insured under your policy then your entire policy (the legal contract between you and us) ends. If cover ends for only one item, your policy remains in place for all the remaining items.
- Your cover ends in the following instances:
 - When you no longer have an insurable interest in an item or all items;
 - When you cancel your cover on the app in which case cover ends immediately;
 - When we cancel your cover by giving you at least 31 days' notice;
 - When you don't pay your monthly premium within the grace period as explained in the premium section; or
 - When we cancel your cover as explained under "Your responsibilities – Be honest" and "You must give us material information".

You must pay your premiums

- 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.

- Unless you ask us to change the day on which your premium is collected, the default will be the first (1st) day of every calendar month.

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 or your card not working, we will attempt to collect again within 25 days.
- We will allow a 25-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 25 days, we will cancel your policy after the 25-day period. The cover will end at midnight on the day that we cancel your 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 25-day grace period, unless you pay us the outstanding premium before the end of the grace period.

We may make changes to your policy

- **Buildings cover ("your house"):** We will automatically increase your building's sum insured by an inflation-linked percentage 12 months from the date your building cover started, and every subsequent 12 months thereafter. We will always give you at least 31 days' notice of the change. Remember it remains your responsibility to make sure that the sum insured is a true reflection of the full current replacement

value of your building to prevent underinsurance. You have full control to change your building's sum insured on the app.

- **All other items (excluding buildings):** We will not automatically increase the sums insured of any other items insured under this policy. It is your responsibility to make sure that your items are adequately insured to prevent underinsurance. You have full control to change your sums insured on the app.
- **Periodic policy reviews:** We may change the terms and conditions at any time by giving you at least 31 days' notice. This may include changes to your premium, excesses, cover and policy conditions. When we periodically review your policy, we consider a number of different factors, like your risk address, security measures, environmental changes, inflation and changes to your sums insured.

How to make changes to your policy

You can make changes to your policy directly on the app or by emailing us at 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 dishonest or 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 of dishonest/fraudulent behaviour: 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, it means our decision was based on incorrect information and 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 unless you have deliberately tried to mislead us.
 - If we do not cancel your cover, we may then apply special conditions, a reduced sum insured, a reduced limit or an increase in premium.

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 from 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 unsecured 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.

As 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. Do not pay your premium with money obtained from any criminal activity. 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.

Trade and economic sanctions

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

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 are 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 is prescribed, 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; or
 - 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 home contents with us for R80,000. Your house is broken into and goods with a current replacement value of R30,000 are stolen.
- When we assess your claim, we discover that the current replacement value of all your home contents before the theft is 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 the amount of your excess.

If you are underinsured we will only pay you and we will not repair or replace any items. We will only pay you in cash.

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 the 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.

Third party claims process

This section explains the meaning of third party recoveries and liabilities, as well as how we will treat all third party claims.

The difference between third party recovery and third party liability

Third party recovery

- You, as the innocent policyholder (first party), are covered by the insurer (second party) against the actions of another party (third party), the negligent or responsible party.
- We will cover you for loss of or damage to your insured items which are insured under this policy, if you experience a loss.
- If another person caused the loss, we will try to claim back the amount of the damage from that person (third party). There are no guarantees that we will be successful, because there are many factors playing a role in the legal process.
- This is called third party recovery.

Third party liability

- You, as the negligent or responsible policyholder (first party), are covered by the insurer (second party) against the actions of another party (third party), the innocent party.
- We will cover you if you are held legally responsible for causing loss or damage to another person's property, because of an accident that you caused.
- This is called third party liability.

We will take over your rights

Third party recovery

Once we have paid you for a claim, your rights to claim against the third party that caused the loss or damage to your insured items are automatically given to us.

- This means that you may not claim directly from the third party, because you have already claimed from us.
- If you do not allow us to claim from the third party, you may lose all benefits under this policy and you may need to pay back any payment or benefit you received from us.

Third party liability

The basis of third party liability insurance is that you ask us to cover you if you are held legally responsible by another person for causing damage to that person's property.

- This means that you give us your rights to defend yourself, and we will negotiate with the other person (third party) or that person's insurer.
- We will also go to court on your behalf if we cannot reach a settlement during the negotiation process.

Third party recovery process

After we have paid you for a claim for the loss or damage to your insured items, we will assess whether there is a possibility of claiming back the amount of the loss or damage from the third party. We will only consider this if the third party was responsible for causing the loss or damage. We may decide whether or not we will claim from the third party as explained below.

Your responsibilities

- You must never admit guilt, offer to pay someone else, or accept an offer from anyone else to pay for the damage, or to pay you for your excess.
- You must give us all information and assistance that we need to claim from the third party.

- If you don't keep to your responsibilities, it may mean that we cannot claim back the amount of the loss or damage from the third party. You may lose all benefits under this policy and you may need to pay back any payment or benefit you received from us, plus any costs.

If we decide to claim from the third party

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

If we decide not to claim from the third party

We may also decide not to claim from the third party for any of the following reasons:

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

When we will pay back your excess

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

When we will not pay back your excess

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

- You may then claim from the third party for the amount of your excess.
- You may not claim for any amount that we have already paid to you.
- Claiming from the third party could take a long time, especially if the other person is not insured or does not have any income or assets.
- If the amount of your excess is less than R12,000, then the Small Claims Court is the cheapest and most effective method of claiming your excess from the third party.

Third party liability process

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

Your responsibilities

- You must never admit guilt, offer to pay someone else, or accept an offer from anyone else to pay for the damage, or to pay you for your excess.
- You must tell us immediately after you become aware of any action or possible action against you, for example, if you receive a summons from the court.
- You must not refer any action against you to anyone other than to us. This means you may not contact an independent legal advisor. Only the insurer may deal with any action against you.

- If you don't keep to your responsibilities, it may mean that we cannot represent you in a third party claim. You will then be responsible to pay the amount of the loss or damage to the other person's property, plus any costs.

How we negotiate with the third party or the other insurer

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

The excess that you must pay

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

How to contact us for third party claims

You can contact us in one of the following ways:

- Call us on our Helpline number 0860 995 125. Please follow the prompts and select the reason for your call.
- Email us at help@naked.insure.

Third party claims information

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

Third party information

- Owner/Driver of insured item: Name, surname, contact details, identity number.
- Insured item: Registration/serial number, make, model, colour and details of any other insurance policy that covers that item/property.
- Animals: If an animal was involved in the incident, we need a photo of the animal including anything that identifies the animal as belonging to its owner (if possible).

Photos and description of the incident

- Photos of the incident scene and surroundings will be useful to reconstruct the accident.
- Video material, if anyone happens to take a video of the incident.
- Photos and measurements of skid marks if it was a car accident.
- Detailed sketch of the accident scene.
- Written description of how the incident happened.

Accident information

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

When we will communicate with you

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

Third party recovery

- When we have received a claim for a possible recovery.
- When we have assessed whether you or the third party are responsible for the incident.
- When we have sent a letter of demand to the third party.
- After a settlement has been negotiated.
- When we decide not to continue with the claim, including the reason (if applicable).
- When we decide to legally pursue the third party. This will include the date, reasons and details of the attorney.
- At important decision points during the litigation process.
- At finalisation of the recovery claim against the third party.

Third party liability

- When we have received a claim for a liability action.
- When we have assessed whether you or the third party are responsible for the accident.
- When we have received a letter of demand from the third party that is claiming from us.
- After a settlement has been negotiated.
- When we decide to legally defend a summons from the third party that is claiming from us. This will include the date, reasons and details of the attorney.
- At important decision points during the litigation process.
- At finalisation of the liability claim against you.

Details of your Sasria cover

This applies to your car, owner, renter's policy and any cover you take out on individual things.

1. Introduction

- Insurance companies do not provide cover against loss or damage caused by special risks such as politically motivated malicious acts, riots, strikes, terrorism and public disorders. The insurer that provides cover for these kinds of events in South Africa is Sasria. Sasria SOC Limited (Reg. No. 1979/000287/30) is a licensed Non-Life insurer and an authorised Financial Services Provider.
- 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 the Sasria cover.
 - **Sasria Fire policy: Your house (buildings), home contents and single items.**
 - **Sasria Motor policy: Cars.**
- Hollard performs intermediary services and collects the Sasria premium. Hollard also issues Sasria's policy wording on behalf of Sasria and receives a fee of 11.5% of the Sasria motor premium and 12% of other Sasria premiums in return for performing this function.
- 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 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.

You can access Sasria policy wordings at these links:

1. [Sasria Fire Policy](#)
2. [Sasria Motor Policy](#)