Motor Policy Wording 2026

Operative Clause

Subject to the terms, conditions, provisions and limitations contained in this Policy, the Limit of Indemnity applicable to the Insured, and conditional upon the Insured paying the required Premium in accordance with the conditions set out in this Policy, Sasria agrees to indemnify the Insured on the basis set out in this Policy for Loss or Damage directly caused by the Defined Events during the Period of Insurance.

Sasria SOC Limited
Tel: +27 11 214 0800 |
36 Fricker Road, Illovo, 2196 P.O. Box 653367, Benmore, 2010
Email: contactus@sasria.co.za **Website:** www.sasria.co.za

Sasria SOC Ltd: Reg. No. 1979/000287/30 FSP License No.: 39117

01

Definitions and Interpretations

The following definitions are applicable to this Policy:

Term	Meaning
Advanced Driver Assistance System	Electronic technologies in Vehicles or E-Vehicles that assist drivers with driving and parking functions, and includes but is not limited to autonomous driving systems that reduce the intervention of a human driver.
Bus	A Vehicle designed for the conveyance of more than 35 persons.
Bus Rapid Transit System	A Bus which is authorised to operate along a rapid transport lane, and which has a regulated floor height and door configuration to facilitate boarding and disembarking, and is used solely for the transporting of fare-paying passengers.
Civil Commotion	Large-scale unlawful and disorderly violence and outbreak of lawlessness of a degree greater than a Riot by an assembly of members of the public with an objectively determined common purpose, causing Loss or Damage to Insured Property. Where an act(s) does not meet the requirements of a Riot, then such an act(s) cannot constitute a Civil Commotion. Civil Commotion would include, for example,but is not limited to, the Civil Commotion experienced in July 2021 in *inter alia* KwaZulu-Natal. A Civil Commotion does not include the commission or attempted commission of Criminal Activity except where the commission of or attempted commission of such Criminal Activity meets the requirements of the definition for Civil Commotion as set out above.
Commercial Use	Use of a Vehicle for business-related purposes and where the Vehicle forms an essential part of the performance of any work or commercial function for purposes of generating income. This includes but is not limited to: • Use of the Vehicle for income generation; • Use of the Vehicle as any part of a business transaction; • Fare-paying passenger Vehicles where individuals are transported by a Vehicle in exchange for a fare; • Travelling to and from carrying out any business-related transaction. *Note - Commercial Use does not include occasional or incidental business travel in a Vehicle otherwise used predominantly for Domestic Use.*

Sasria SOC Ltd: Reg. No. 1979/000287/30 FSP License No.: 39117

Companies Act	The Companies Act 71 of 2008 (as amended from time to time).
Computer System	Any computer, hardware, software, communication system, electronic device (including but not limited to a smartphone, laptop, tablet, wearable device), server, cloud infrastructure or any similar system or any configuration of the above, including any associated input, output, data storage device, networking equipment or back up facility.
Consequential Loss	Loss or Damage that is not directly caused by a Defined Event, but which is an indirect consequence or result of the Defined Event.
Criminal Activity	An act (or any attempt or threat to commit an act) by a person or group of people that constitutes a common law or statutory crime but does not meet the requirements of the Defined Events of this Policy
Cyber Attack	An act in terms of which a Computer System is used to access, obtain, disrupt, deny, degrade, manipulate or destroy any information, whether in any other Computer System or not.
Damage	Physical and visible loss, harm or physical destruction.
Domestic Use	Use of a Vehicle for private, professional or social purposes by the Insured, including driving to and from the Insured's place of residence and regular place of work. Domestic Use does not include situations where the Vehicle is used for: • Commercial Use; • Hiring out for reward; • Transporting fare-paying passengers; • Carrying goods for business purposes; • Teaching someone how to drive in return for payment; • Any purpose related to the motor trade; and • Any form of racing, speeding or any other contests, trails, rallies, courses, test circuits, time/speed events or any event held on a race track. *Note - Domestic use may include occasional or incidental work-related travel, provided that the Vehicle is not used regularly or predominantly for Commercial use.*
Driver's License	A validly issued driver's license in compliance with applicable laws and regulations.
E-vehicle	A vehicle which uses (either wholly or in part) an electric motor and battery as a means of propulsion, as opposed to fuel through a gasoline engine.
Exclusions	Specified events or happenings as expressly listed in this Policy under the heading *"Special Exclusions"* and *"General Exclusions"* in terms of which Sasria will not provide cover to the Insured.
Financier	A financial institution expressly noted on the Schedule that has entered into a financing arrangement with the Insured for purposes of financing the Insured Property (either wholly or in part) and therefore has an interest in the Insured Property.
Government	The Government of the Republic of South Africa, and the various branches and levels, including national, provincial and local government bodies, as well as Tribal Authorities.
GVM	Gross Vehicle Mass measured in kilograms (kg).

Sasria SOC Ltd: Reg. No. 1979/000287/30 FSP License No.: 39117

Holding Company	A juristic entity incorporated in accordance with the Companies Act that controls a subsidiary as a result of the circumstances contemplated in section 2(2)(a) or 3(1)(a) of the Companies Act.
Insured(s)	The Insured as named on the Schedule, subject to the provisions of the Insured Clause below on page number (to be inserted on finalisation)
Insured Property	The property of the Insured as stated and specified on the Schedule and covered under this Motor Section.
Insurrection	A violent and concerted use of force by a group of people to resist lawful actions of the Government or a State or to overthrow or supplant the Government or a State.
Labour Disturbance	A disturbance of the public peace, occurring openly or which is clearly observable, in disobedience or defiance of any authority which leads to Loss or Damage and which occurs for the purpose of remedying a grievance or resolving a dispute in respect of any matter between employers and employees.
Land Invasion	The illegal occupation of land by one or more persons with the intention of erecting dwellings or establishing a settlement on that land.
Lawful Authority	An authority lawfully established in terms of legislation.
Light Delivery Vehicle	A motor vehicle designed or adapted for the conveyance of persons and/or freight with a GVM of less than 3500kg.
Limit of Indemnity	The annual aggregate monetary limitation applicable to the Insured for the Period of Insurance for all Sasria Motor cover collectively, as reflected on the Schedule.
Lockout	The exclusion of employees by the employer from the employer's workplace for the purpose of compelling the employees to accept a demand in respect of any matter between the employer and employees.
Looting	The stealing of stock, goods and other movable property only to the extent that such stealing takes place during a Riot, Strike, Civil Commotion or Public Disorder as covered by this Policy. This does not include stealing or theft or any Criminal Activity that takes place other than during a Riot, Strike, Civil Commotion of Public Disorder
Loss	A loss (whether physical or financial) suffered as a direct result of the Defined Event insured under this Policy.
Malicious Damage	The act of unlawfully and intentionally causing Damage to another's property.
Midibus	A Vehicle designed for the conveyance of 16 or more, but less than 35 persons, including the driver of the Midibus.
Minibus	A Vehicle designed for the conveyance of more than nine, but less than 16 persons, including the driver of the Minibus.
Motorcars	Cars, SUVs, micro-buses, station wagons, safari vans, motorised caravans, minibuses, minivans, caravans and domestic trailers.

Sasria SOC Ltd: Reg. No. 1979/000287/30 FSP License No.: 39117

Motorcycles	Motorcycles, 3-wheeled vehicles, motorised wheelchairs, auto cycles, motor scooters, e-bikes, mechanically-assisted pedal cycles and unipeds.
Non-registered vehicles	Manually assisted vehicles which are not registered for road use such as, but not limited to, golf carts, forklifts, goods-carrying trolleys, tractors with or without lifting apparatus, quad bikes, tractors used for maintenance of recreational grounds, sprayers, (disinfectant, sanitary and tar), water carts, sweepers and tower wagons.
Nuclear Event	An incident or accident involving: • Ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel; • nuclear material, nuclear fission or fusion, nuclear radiation; • nuclear explosives or any nuclear weapon; or • nuclear waste in whatever form.
Period of Insurance	The time period for which the Insured is covered under this Policy as reflected on the Schedule.
Policy	The Policy Wording (this document) read together with the Schedule and the Risk Information, all of which form the Policy concluded between Sasria and the Insured.
Policyholder Protection Rules	The Policyholder Protection Rules promulgated under the Short-term Insurance Act 53 of 1998, as amended from time to time.
POPIA	The Protection of Personal Information Act 4 of 2013.
Premium	The amount, as reflected in the Schedule payable by the Insured in exchange for the indemnity afforded in terms of this Policy. Premium is VAT inclusive.
Prevention of Access	The act of intentionally blocking, hindering or denying access to a person or thing.
Public Disorder	Large scale unlawful violence perpetrated by a group of people acting with a common purpose, which is of a greater degree than a Riot or 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. Labour Disturbances and/or Lockouts may constitute Public Disorder where they involve large scale unlawful violence perpetrated by a group of people acting with an objectively determined common purpose, and there is a serious risk to public safety as a result thereof. If an act(s) does not meet the requirements of a Riot or Civil Commotion, then such an act(s) cannot constitute Public Disorder. No Criminal Activity will be considered to constitute Public Disorder unless the above requirements are met.

Sasria SOC Ltd: Reg. No. 1979/000287/30 FSP License No.: 39117

Reasonable Measures	Steps, precautions, measures, actions or conduct reasonably taken or which could be reasonably expected to be taken by the Insured or a reasonable person in the position of the Insured in relation to the Insured Property commensurate to the Defined Event, in an effort to prevent, mitigate or reduce Damage or Loss or reasonably foreseeable Damage or Loss.
Retail Value	The value of a Vehicle of the same make, model and year as reflected in the latest TransUnion Auto Dealer Digest as at the date of loss.
Riot	Viewed from the perspective of the ordinary and reasonable person, a Riot is the unlawful and disorderly disturbance of the public peace by an assembly of three or more persons acting together in the execution of an objectively determined common purpose which leads to tumult, strife, disorder or violence or threats of violence, and physical Loss or Damage. Criminal Activity will not be considered to constitute a Riot unless the above requirements are met.
Risk Information	Information and/or documents submitted to Sasria, Sasria's Agent or an Insurer by the Insured (or any party on behalf of the Insured) in respect of the risk to be covered by this Policy, whether at inception of this Policy or during the currency of this Policy such as (but not limited to) values at risk, sum insured calculations, claims histories and company information.
Sasria	Sasria SOC Limited with registration number 1979/000287/30.
Sasria Agent	A licensed insurer or authorised financial services provider, as identified on the Schedule, authorised by Sasria to act as its agent in terms of this Policy.
Schedule	A document which sets out the Sums Insured, Premium, and Limit of Indemnity and other details applicable to the Insured, and which forms part of this Policy concluded between the Insured and Sasria.
Social or Economic Change	A change with far-reaching social and macro economic impact at a public level beyond only two private parties or associations of any form, with intended significant transformation or structures related to a society's macro-economic position and/or social position. A change of a public or systemic character affecting governmental authority, public policy, societal structures or economic systems. It does not include acts motivated primarily by personal gain or private commercial advantage, nor change limited to a
State	A territory that is recognised as a political territory and country under a government. This does not include Government as defined above.
Strike	The partial or completed, concerted cessation of or 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, in accordance with the definition in the Labour Relations Act 66 of 1995, as amended from time to time.

Subsidiary	A juristic entity incorporated in accordance with the Companies Act that is controlled by a Holding Company as contemplated in section 2(2)(a) or section 3(1)(a) of the Companies Act.
Sum Insured	The total value at risk at inception of the Policy of Insured Property insured under this Policy as reflected in the Schedule, subject to the Limit of Indemnity. The Sum Insured is a VAT inclusive figure. The Sum Insured is representative of the value of the Insured Property of the Risk Address as represented by the Insured, and remains subject to the Limit of Indemnity of the compensation available under this Policy.
Territorial Limit	The geographical area to which this Policy applies as detailed in the Policy Wording.
Terrorism	The use of violence or force by any person 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, 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. An act will only be considered Terrorism for purposes of this Policy where: i) An international organisation such as the United Nations and/or its councils or committees has reported or declared an act to be an act of terrorism or has publicly declared a suspicion of an act of terrorism; ii)The State or a Lawful Authority in South Africa has reported or declared an act to be an act of terrorism or has publicly declared a suspicion of an act of terrorism; or iii) It is not otherwise excluded in the exclusions of this Policy.
Tribal Authority	A traditional authority that has been afforded recognition in accordance with the Traditional and Khoi-San Leadership Act 3 of 2019.
VAT	Value Added Tax in accordance with the Value Added Tax Act 89 of 1991.
Vehicle	A motor vehicle/s that is propelled by fuel, electricity or gas (including standard manufacturing accessories and spare parts fitted unless otherwise stated), including E-vehicles, designed or adapted for propulsion or haulage on a road, as specified in the Schedule, and which fall into one of the categories listed in this Policy Wording which is: • owned by the Insured; • leased by the Insured; • in the care, custody or control of the Insured and in which it has an insurable interest; • a replacement Vehicle that the Insured is using, and therefore has an insurance interest in, while their own vehicle is with a service provider for a service, repairs or an overhaul.

Sasria SOC Ltd: Reg. No. 1979/000287/30 FSP License No.: 39117

The following rules of interpretation are applicable to this Policy:

1.The rule of interpretation is that this Policy must be interpreted against the party that drafted it.

2. Any term used in the lower case that is defined in the upper case must be interpreted as defined in the definitions above.

3. Where there are any inconsistencies or conflicts between the Policy Wording, the Schedule, the Underwriting Guidelines, the Risk Information or any other documents, same must be interpreted to give effect to each provision, failing which the Schedule will take precedence.

4. Words in the singular include the plural and vice-versa.

5. A reference to days means calendar days.

6. Any reference to any legislation includes a reference to any amendments to such legislation as applicable from time to time, and any legislation that may repeal and replace such legislation.

02

Defined Events - Motor

Sasria will, in accordance with the Basis of Settlement clause below and subject to the Limit of Indemnity, indemnify the Insured for Loss or Damage to the Vehicle during the Period of Insurance that is directly caused by the following Defined Events while the Defined Event is active and operative:

1. 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. Any act which is calculated or directed to bring about Loss or Damage in order to further any political aim, objective or cause, 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;

3. Any Riot, Strike, Public Disorder (including Civil Commotion, Labour Disturbances or Lock-outs), or any act which is calculated to bring about a Riot, Strike or Public Disorder;

4. Any attempt to perform any act referred to in 1, 2 or 3 above;

5. The act of any lawfully established authority controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in 1, 2, 3 or 4 above;

6. Looting committed as part of the acts referred to in 1, 2, 3, 4 or 5 above;

Sasria SOC Ltd: Reg. No. 1979/000287/30 FSP License No.: 39117

Where a Defined Event is no longer active or operative or has ceased, Sasria will cover Loss or Damage that is directly caused by the Defined Event for a period of up to one calendar day only after the Defined Event ceased to be active or operative.

03

General Conditions.

The following General Conditions are applicable to this Policy. The Insured must comply with each General Condition in order to be entitled to compensation under this Policy. Any non-compliance or failure by the Insured to comply with any of the below General Conditions entitles Sasria, without prejudice to any other right it may have, to reject any claim.

1. Communications with Sasria

1.1 All communications and correspondence of the Insured pertaining to any aspect of this Policy, including claims communications and any disclosures must be directed to the Sasria Agent or to Sasria directly.

2. Payment of Premium

2.1 The payment of the Premium by the Insured is a **condition precedent** to the indemnity afforded under this Policy.

2.2 The Premium must be **paid in advance**, on or before the date specified on the Schedule, each month or each year (depending on the Period of Insurance) or within a grace period as allowed and communicated to the Insured by the Sasria Agent, up to a maximum of 30 days ("**the Grace Period**").

2.3 If the Insured does not pay the Premium on, before or within the Grace Period, Sasria will not be required to indemnify the Insured for any Loss or Damage and this Policy **will automatically terminate at midnight on the last day of the previous Period of Insurance**.

3. Premium Adjustment

3.1 The Insured shall, after the expiry of each Period of Insurance or, if a monthly Policy, each period of 12 consecutive months from the inception or anniversary date of the Policy, furnish the Sasria Agent with such particulars and information that Sasria may require for the purpose of recalculating the premiums for any such Period of Insurance.

4. Amendment(s) and Cancellation(s)

4.1 The Insured may cancel the Policy on 30 days written notice to the Sasria Agent.

4.2 Sasria may cancel the Policy in circumstances where premium has not been paid in accordance with the Payment of Premium condition.

4.3 On any such cancellation as referenced above, provided that there has not been a claim within the Period of Insurance, the Insured is entitled to a return of *pro rata* amount of Premium for the remainder of the Period of Insurance from the date of cancellation save for the customary short period or minimum premium for the period the policy has been in force.

Sasria SOC Ltd: Reg. No. 1979/000287/30 FSP License No.: 39117

4.4 In the case of an annual/monthly Policy, Sasria may make amendments to the Policy at renewal or anniversary of the Policy.

5. Claims

5.1 On the happening of any event or occurrence which may result in a claim under this Policy, the Insured must, at its own expense:

5.1.1 **As soon as practicable, but not later than 48 hours,** after the event or occurrence, inform the police (if required by Sasria) and take all practicable steps to discover the guilty party;

5.1.2. Within **30 calendar days of the event or occurrence** give written notice thereof to the Sasria Agent and provide particulars of any other insurance covering such events or occurrences;

5.1.3 **As soon as practicable, but not later than 60 calendar days** (unless otherwise agreed by Sasria) after the event or occurrence submit to the Sasria Agent full details (including but not limited to documents, quotations, assessment reports) in writing of a claim that has been notified in accordance with clause 5.1.2 above;

5.1.4 Render all assistance in the identification and physical recovery of such goods if lost or stolen goods or any part thereof are located, provided that reasonable expenses in rendering such assistance will be reimbursed by Sasria.

Any such reimbursement is subject to and not in addition to the Limit of Indemnity.

5.2 The Insured must not do anything which prejudices or limits Sasria's right of recovery against any other party.

5.3 The Insured may not make any admission, statement, offer, promise, agreement, undertaking or payment without Sasria's express written consent.

5.4 On the happening of any event or occurrence in terms of which a claim is or may be made under this Policy, Sasria, the Sasria Agent, and any person authorised by Sasria may, without incurring any liability and without diminishing the right of Sasria to rely on any provision of this Policy:

5.4.1 Take, enter or keep possession of any Damaged Insured Property and deal with it in a reasonable manner. The Insured may not abandon any Insured Property to the Insurer, whether taken possession of by the Insurer or not;

5.4.2 Prosecute in the name of the Insured any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and the settlement of any claim.

5.5 The Insured shall do and permit to be done all such things as may be required by the Insurer for the purpose of enforcing any right to which the Insurer shall be or would become subrogated upon indemnification of the Insured, whether such things shall be required before or after such indemnification.

5.6 In the case of a Total Loss, on indemnification by Sasria, the rights to the salvage of any Insured Property vest in Sasria and Sasria is authorized to dispose of the salvage as it deems fit.

6. Time Limitations

6.1 **No claim will be payable after the expiry of 12 (twelve) months** (or such further time as Sasria may expressly allow in writing) from the happening of the event or occurrence, unless the claim is the subject of a pending legal process against Sasria.

6.2 Subject to the provisions of the Policyholder Protection Rules (where applicable), where Sasria elects to reject a claim, **the Insured has a time period of 6 (six) months** from the date on which the rejection of the claim is received by the Insured or an authorised agent of the Insured within which to institute a legal process against Sasria claiming payment of the claim, failing which no claim will be payable and Sasria will not have any liability to the Insured in termsof such a claim.

Sasria SOC Ltd: Reg. No. 1979/000287/30 FSP License No.: 39117

7. Changes to Risk Information

7.1 The Insured must disclose any changes to the Risk Information, including but not limited to changes to the management, ownership or control, any change in the nature of the business carried out or changes in operating conditions or values at risk, to the Sasria Agent in writing as soon as possible, but not later than 10 (ten) days after the Insured became aware of the changes to the Risk Information.

7.2 If the Insured does not disclose changes to the Risk Information as aforesaid then, without prejudice to any other rights it may have, Sasria is entitled to reject any claim.

8. Company Information and Basis of Cover

8.1 The basis of cover in terms of which a Policy will be issued to the Insured is dependent on the Insured's representation of accurate company information, including details of holding company, subsidiaries, subsidiaries of subsidiaries.

8.2 If, after inception of a Policy, Sasria becomes aware of or determines that the basis of cover and manner in which a Policy was issued was incorrect and not in accordance with the Insured and basis of cover clause above, the incorrectly issued Policy is, without prejudice to any other rights Sasria may have, voidable at the election of Sasria, irrespective of whether the Insured made a representation or not, or whether any representation was material.

9. Misrepresentation and non-disclosure

9.1 Sasria is entitled to rely on representations and disclosures of Risk Information and any other information made by the Insured to the Sasria Agent pertaining to the risk covered by this Policy.

9.2 Any material misrepresentation or non-disclosure of any Risk Information by the Insured or any party representing the Insured, whether at inception of the Policy or during the currency of the Policy, to Sasria, the Sasria Agent shall entitle **Sasria to avoid the Policy or any item or section of the Policy affected by such misrepresentation or non-disclosure as from the date of such misrepresentation or non-disclosure.**

9. 3 In the alternative and only to the extent that an avoidance of the Policy or any section thereof is not upheld, Sasria may rely on the material misrepresentation or non-disclosure to reject a claim as a result thereof.

10. Reasonable Precautions

10.1 The Insured warrants that it will take **all Reasonable Measures, including but not limited to reasonable steps and precautions to prevent and mitigate any Loss or Damage**, which includes but is not limited to **compliance with and adherence to:**

10. 1.1. **all laws, regulations and standards; and**

10.1.2. **any additional risk mitigation measures prescribed by the Sasria Agent in terms of Motor cover or such measures as prescribed in terms of this Policy ("Additional Risk Mitigation Measures").**

10.2 The Insured warrants that it does comply with and adhere to all laws, regulations and standards applicable to the Insured and the Insured Property, as well as Additional Risk Mitigation Measures as defined above.

10.3 Should the Insured fail to take all Reasonable Measures, reasonable steps and/or precautions to prevent and mitigate any Loss or Damage, or fails to comply with or adhere to, in any respect, with laws, regulations and standards and Additional Risk Mitigation measures, Sasria may, without prejudice to any other rights that it may have, reject the claim.

11. Indemnification

11.1 If the Insured has submitted a claim which has been accepted as valid by Sasria, Sasria will compensate the Insured by making payment to the Insured, or by repairing, replacing or reinstating the Insured Property subject to the Basis of Settlement clause, the Sum Insured and the Limit of Indemnity.

Sasria SOC Ltd: Reg. No. 1979/000287/30 FSP License No.: 39117

12. Limit of Indemnity

12.1 The Limit of Indemnity of the Insured is R500 000 000.00 (five hundred million Rand).

12.2 The Limit of Indemnity applies in the annual aggregate and is the amount of cover that the Insured has for the annual Period of Insurance for all Sasria Motor policies collectively.

12.3 The Limit of Indemnity for the annual Period of Insurance will be reduced by the amount paid in terms of all claims until it is depleted, and will not automatically reinstate after every claim.

12.4. The Limit of Indemnity applies jointly in terms of all classes of business of Sasria cover, and does not apply separately to each such class of business.

13. The Sum Insured

13.1 The Sum Insured represents the value at risk of the Insured's interest in the Insured Property, as communicated by the Insured at inception and/or renewal of this Policy. The Sum Insured must be adequate and representative of such value at risk of the Insured Property.

13.2 While the Sum Insured as represented may exceed the value of Loss or Damage suffered and may exceed the value of the Limit of Indemnity, the Insured will only ever be entitled to claim the value of the Loss or Damage suffered, subject to the Limit of Indemnity.

14. Territorial Limits

14.1 The cover under this Policy is limited to Loss or Damage that occurs within the Territorial Limits which are as follows:

14.1.1 The Republic of South Africa and its territorial waters (up to and including 12 nautical miles from the baseline of the coast); and

14.1.2 Namibia and its territorial waters only for a maximum period of 60 (sixty) consecutive days.

15. Fraud

15.1 All benefits afforded to the Insured in terms of this Policy, whether in terms of a claim or otherwise, will be forfeited and Sasria will not have any liability to the Insured whatsoever, and Sasria may cancel the Policy or any section thereof, in circumstances where:

15.1.1 any claim or part of a claim is in any way fraudulent, or if any fraudulent means or devices have been used by the Insured or any party representing the Insured to obtain any benefit under this Policy;

15.1.2 if an event or occurrence which leads to Loss or Damage claimed for under this Policy was as a result of the intentional conduct of the Insured or any person acting on behalf of the Insured or with the Insured's connivance;

15.1.3 fraudulent information and/or documentation is provided by the Insured or by any other person in substantiation of a claim under this Policy (irrespective of whether the claim itself is fraudulent or not); or

15. 1. 4 if the quantum of any claim is intentionally exaggerated by the Insured, or by any other person, to any degree (irrespective of whether the claim itself is fraudulent or not).

15.2 Where Sasria elects to cancel the Policy as a result of the above-listed circumstances, such **cancellation will take effect on midnight the day before** any event which gave rise to the claim first occurred.

15.3 Sasria will in these circumstances be entitled to recover from the Insured any payment made to the Insured after that effective date of cancellation, and there will be no obligation on Sasria to refund any Premium to the Insured.

16. No Rights to others

16.1 Only the Insured may claim under this Policy, and any claim will be limited to the extent of the Insured's interest in the Insured Property unless otherwise provided.

16.2 Unless otherwise provided, nothing in this Policy shall be interpreted as giving any rights, whether to claim or otherwise, to any person or entity other than the Insured.

Sasria SOC Ltd: Reg. No. 1979/000287/30 FSP License No.: 39117

16.3 To the extent that the Insured Property is the subject of a financing arrangement, the extent of that financing arrangement and the interest of a third-party financier must be expressly disclosed to Sasria (or the Sasria agent) and expressly noted on the Schedule.

17. Applicable law and Dispute Resolution

17.1 This Policy is subject to the laws of the Republic of South Africa.

17.2 Any disputes in terms of this Policy are subject to the jurisdiction of the Gauteng Division of the High Court of South Africa.

17.3 Notwithstanding such jurisdiction, the parties may agree to refer any dispute to arbitration.

Sasria SOC Ltd: Reg. No. 1979/000287/30 FSP License No.: 39117

04

Motor Categories and Description of use.

Sasria will, subject to the Basis of Settlement clause below and the Limit of Indemnity, indemnify the Insured for the Defined Events for the following categories of Vehicles (including accessories and spare parts fitted onto the Vehicle, unless otherwise stated) if expressly listed on the Schedule to be included. These categories are based on the actual use and the type of the Vehicle. The use and type of the Vehicles insured under this Policy must be accurately and correctly identified by the Insured.

Category	Description
A1	Any self-propelled or towed vehicle primarily used in the conduct of agricultural and farming operations. Operating on a public road is not construed to include the presence of such agricultural vehicle on a public road for the purpose of: (a) being driven to the premises of the owner in order for the owner to take delivery thereof. (b) crossing a public road from the premises of the owner to another over a distance of not more than one kilometre; or (c) proceeding to or from a place where repairs and maintenance are to be or have been effected to such motor vehicles.
M1	Motorcars, motorcycles and Light Delivery Vehicles that are used for Domestic Use as defined.
M2	Motorcars, Motorcycles or Light Delivery Vehicles that are used for Commercial Use as defined, with a Gross Vehicle mass that is below 3500kg. **Non-registered vehicles** as defined, with a Gross Vehicle mass that is below 3500kg.
M3	Minibus or Midibus used for either Commercial Use or Domestic Use, in, accordance with the occupancy levels of the Minibus or Midibus as defined.
M4	Vehicles that are owned by a motor dealer, panel beater, mechanic, or similar workshop.
M5	Buses used for either Commercial Use or Domestic Use in accordance with the occupancy levels of a Bus as defined.

Sasria SOC Ltd: Reg. No. 1979/000287/30 FSP License No.: 39117

M6	Registered mobile plant Vehicles that are designed to be used on a construction site and are registered to be driven and utilised on a public road. This category does not include any: • Vehicles used for purposes of farming or agriculture (including but not limited to the maintenance and upkeep of land and used on private or access roads), included self-propelled and towed Vehicles; • Vehicles used for private use, or any Vehicles used for the business of transporting or moving goods, or in respect of any goods in transit in a Vehicle.
M7	A Bus Rapid Transit System used for Commercial Use, but not including the conveyance of any goods for trade purposes.
M8	Vehicles used for Commercial Use with a gross vehicle mass of 3500kg and above, where the Vehicle is used for the business of transporting or moving goods, or in respect of any goods in transit in a Vehicle. Non-registered Vehicles as defined, with a gross vehicle mass of 3500kg and above.

Sasria SOC Ltd: Reg. No. 1979/000287/30 FSP License No.: 39117

05

Basis of Settlement for motor

In the event of Sasria accepting a claim, it will compensate the Insured for the Loss or Damage in accordance with this clause and subject to the Insured having an insurable interest in the Vehicle, and the Limit of Indemnity condition.

Any salvage recoveries or payments recovered or received by the Insured prior to any claim payment by Sasria shall reduce the amount of any claim settlement accordingly.

If the Vehicle(s) or any equipment, part, or accessory of the Vehicle(s) is/are the subject of a financing arrangement and the Financier and its interest was expressly disclosed and noted, then Sasria will first make payment to the Financier in accordance with its remaining interest in the Vehicle(s), and the balance of any indemnification for the Loss or Damage payable by Sasria will then be paid to the Insured.

Sasria will indemnify the Insured for Loss or Damage as follows;

Total Loss

In the event of a Total Loss to a Vehicle insured under this Policy such that it is, in Sasria's opinion, Damaged beyond economical repair, Sasria will, subject to the Limit of Indemnity, compensate the Insured in accordance with one of the following basis of settlement as expressly elected and stipulated in the Schedule:

Retail Value Basis

Sasria will pay to the Insured, subject to any financing arrangement as reflected above, the lesser of the value specified for the Vehicle in the Schedule and the Retail Value.

Retail Value Basis plus 10% for unspecified extras and accessories

Sasria will pay to the Insured, subject to any financing arrangement as reflected above, the Retail Value, and up to 10% of the insured value of the Vehicle as specified in the Schedule in respect of unspecified extras or accessories fitted in or on the Vehicle.

Replacement Value Basis

In the event of a Total Loss of a Vehicle that is less than 12 (twelve) months old from the date of first registration and the vehicle has travelled less than 30 000km since the date of first registration as new, Sasria will replace the Vehicle with a new vehicle of the same make and model (subject to availability). Where a vehicle is older than one year and has travelled more or less than 30 000km since its first registration, the basis of settlement will be Retail Value as defined. This is only applicable to vehicles which are rated as per category M1.

Sasria SOC Ltd: Reg. No. 1979/000287/30 FSP License No.: 39117

Agreed Value Basis

Where any Vehicle has been the subject of modification or modulation or any adaptation such that it no longer has an accurate or determinable Retail Value, the Insured is required to have the value of the Vehicle assessed and that value (together with the assessment), which must be reasonable and commensurate with the Vehicle, must be represented to Sasria at the time of inception or renewal of the Policy (Valuation certificate must not be older than 12 months). Subject to approval by Sasria and, at its discretion, further assessment or valuation of the Vehicle, this will form the Agreed Value of the Vehicle.

On the happening of Loss or Damage to such a Vehicle that is covered by this Policy and which is insured for an Agreed Value, Sasria will pay to the Insured the Agreed Value and may, at its discretion, make allowance for depreciation of this Agreed Value over time from when the Agreed Value was agreed to.

This Agreed Value basis of cover is applicable to (but not limited to) the following types of Vehicles:

-Vehicles that are of a unique or classic nature and have no Retail Value;

-Vehicles that have been modified for a specific purpose (e.g. delivery vehicles with refrigerator bodies) such that applying a Retail Value is not accurate;

-Vehicles to which non-standard adaptations and modulations have been made, whether to the engine, electrical or mechanical composition, or body of the Vehicle;

-Plant apparatus that has been modified and altered for a specific purpose; and

-The extension of Vehicles through fitted trailers.

E-vehicle compensation Basis

Where the Vehicle is an E-vehicle that does not have a Retail Value, and was not insured under this Policy on an Agreed Value Basis, the extent of Sasria's liability will be determined through an assessment of the reasonable value of the E-vehicle and the constituent electronic parts (including the battery of the E-vehicle) immediately prior to the Loss or Damage through an assessor of Sasria's choosing, less any salvage recoverable for electronic components or batteries.

1.Compliance with manufacturer's requirements and instructions

1.1. Where any Vehicle or E-vehicle is fitted with an Advanced Driver Assistance System, the Insured or any driver of the Vehicle or E-vehicle is required to, and hereby warrants that it will adhere to, follow and comply with all manufacturer instructions and install all software updates required by the Advanced Driver Assistance Systems.

1.2. To the extent that the Insured does not comply with the above Special Condition, Sasria may, at its election and, without prejudice to any other rights it may have:

1.2.1. Avoid the Policy;

1.2.2. Reject any claim; or

1.2.3. Reject any portion of a claim that pertains to the replacement or reinstatement of any Advanced Driver Assistance Systems.

Damage but not Total Loss

Where a Vehicle is Damaged, but such Damage can be repaired Sasria will pay the cost of the reasonable repairs by a motor trade company, to restore the Vehicle to a condition similar to that immediately prior to the Damage, provided that such costs do not exceed the Sum Insured or the Limit of Indemnity.

06

Policy Benefits

Post Trauma Counselling

Sasria will cover the cost of treatment of any person, principal, partner, director or employee of the Insured undergoing treatment by a registered counsellor as a result of his/her having been psychologically traumatized as a direct result of a Defined Event insured under this Section. This indemnification is only available where Sasria has provided prior written consent for the treatment by a registered counsellor as aforesaid.

Cover for towing costs, storage costs and debris removal costs

Only where Sasria agrees to indemnify the Insured for a claim on one of the abovementioned basis of settlement, then subject to the Limit of Indemnity, this will include cover for the reasonable, necessary and commensurate:

-Towing costs to remove the Vehicle from the scene of an accident or Defined Event and to relocate same;

-Storage costs to store the Vehicle at a repair shop, storage, salvage yard or similar locations until such a time that it is repaired, pending demolition or sale of wreckage;

-Debris removal costs, to clean up the area of any accident, but this will not include any cleaning up, clearance or remediation of any spillage, contamination or pollution by any fuel or any other substance of whatsoever kind, or any liability (whether statutory or otherwise) for any contamination, pollution, spillage, seepage or environmental impact of any form.

Credit Shortfall

It is hereby declared and agreed that: If any total loss settlement in terms of this Policy is less than the amount owing to the financier under a current instalment sale or lease agreement, Sasria will pay to the Insured an additional amount equal to the shortfall less:

Sasria SOC Ltd: Reg. No. 1979/000287/30 FSP License No.: 39117

- any arrears of instalments or rentals including interest payable on such arrears.
- all refunds of premium for cancellation of any insurance cover relating to the motor vehicle.
- the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled.

PROVIDED always that:

- the amounts payable shall not exceed the retail value of the property plus the additional amounts as stated in this extension.
- this benefit shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% from any other instalment.
- if such shortfall is a result of a re-advance under an instalment sale or refinancing in terms of a lease, the insurance by this benefit shall be void.

Credit shortfall benefit is only applicable to vehicles which are rated as per category M1 and M2

Uninsured third-party vehicle

The motor cover extends to damage to an uninsured third-party motor vehicle if damaged by a Sasria insured vehicle whilst a Defined Event is active and operative. This cover is available provided liability has been accepted by Sasria on the own damage claim of the Insured. This cover does not apply to static risk but only apply to road risk.

07

Special Exclusions

For purposes of this Motor Policy and in addition to and not in place of the General Exclusions listed below, Sasria does not cover:

1. Mechanical, electrical or electronic breakdown, depreciation or gradual deterioration of any kind and of whatsoever cause of any Vehicle(s).

2. Loss or Damage to batteries of E-vehicles not directly caused by a Defined Event, including but not limited to wear and tear.

3. Loss or Damage to an E-vehicle caused by a failure or any defect in a charging station as a result of a Defined Event.

4. Loss or Damage to tyres of the Vehicle(s) caused by the application of brakes, punctures, cuts or bursts.

Sasria SOC Ltd: Reg. No. 1979/000287/30 FSP License No.: 39117

5. Loss or Damage to the suspension of the Vehicle(s) caused by uneven roads or impact with uneven roads.

6. Loss or Damage to the Vehicle(s) caused or in any way contributed to by an unroadworthy condition of the Vehicle(s).

7. Loss or Damage to the Vehicle(s) where the driver is not in possession of a valid Driver's License or temporary driver's license.

8. Loss of or Damage to the Vehicle(s) which arises:

a. If the Vehicle(s) is/are used for any purpose other than according to the category or class and associated Description of Use;

b. From any transaction, including theft through or in any way connected with false pretenses and/or fraud;

c. While the Vehicle(s) is being driven under the influence (to any degree) of intoxicating liquor, narcotics, dangerous drugs or any other deleterious drugs or intoxicating substances, or where the blood alcohol concentration levels of the driver of the Vehicle(s) exceeds the legal limit as prescribed from time to time;

d. From the use of the Vehicle(s) for an unlawful purpose or to attempt an unlawful purpose, including but not limited to the violation of any law where the vehicle was being used; or

e. From the use of the Vehicle(s) for motor sport, competition, rally, racing, pace-making, or any trial or speed tests.

9. Any third-party liability of whatsoever nature and howsoever arising, provided that this exclusion shall not apply to Damage to an uninsured third-party motor vehicle to the extent that such Damage is specifically covered under the aforesaid Uninsured Third-party Extension.

10. Any Loss or Damage to a Vehicle in which the Insured does not have an insurable interest.

08

General Exclusions

Notwithstanding anything in this Policy to the contrary, Sasria will not indemnify the Insured for any of the following:

1. Consequential Loss or Damage of any kind, or any Loss or Damage caused indirectly by any Defined Event.

2. Loss or Damage caused by or as a result of a Lawful Authority confiscating, commandeering or requisitioning Insured Property, whether permanently or temporarily, or any attempt by a Lawful Authority to do so.

3. Loss or Damage, in any way caused or contributed to by an act of Terrorism that uses or threatens to use any nuclear weapon or device, or any chemical or biological agent.

Sasria SOC Ltd: Reg. No. 1979/000287/30 FSP License No.: 39117

4. Loss or Damage in any way caused or contributed to by war, invasion, act of a foreign enemy, hostilities or any war like operation (whether declared a war or not), civil war, mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or caser which determines the proclamation or maintenance of martial law or a state of siege;

5. Any attempt to perform any act referred to in 3 or 4 above.

6. Loss or Damage in any way caused 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 85 of 1976 or any similar legislation operative in South African territory to which this Policy applies, irrespective of whether such fund has paid compensation to the Insured (whether wholly or in part) or not.

7. Loss caused in the absence of Damage, or where there is no physical and visible loss, harm or physical destruction.

8. Loss or Damage to the Insured Property caused or in any way contributed to by any Criminal Activity, including but not limited to an act of theft, sabotage vandalism, Looting, or Malicious Damage which does not follow a Defined Event.

9. Loss or Damage caused or in any way contributed to by a Nuclear Event.

10. Loss or Damage to Insured Property that is not situated within the Territorial Limits of the Policy.

11. Any liability of the Insured to a third party, regardless of the cause thereof.

12. Any claim or benefit which would expose Sasria to any sanction, prohibition or restriction under United Nation resolutions or any trade or economic sanctions, laws and regulations of the European Union, United Kingdom or the United States of America, or any other sanctions applicable to Sasria and/or its reinsurers.

13.Loss or Damage caused by Land Invasion.

14. When a Policy is incepted or when a Risk Address or Insured Property is added to a Policy to be covered, Sasria does not cover Loss or Damage suffered by such a Risk Address or Insured Property as a result of a Defined Event where that Defined Event was already active, operative or reasonably foreseeable (notwithstanding that Loss or Damage had not yet been suffered).

15. Loss or Damage to Insured Property in which the Insured does not, to the satisfaction of Sasria, have a clear economic, financial or vested interest.

16. Loss or Damage to Insured Property in any way caused by or related to (in any degree) a Cyber Attack, including Cyber Attacks that would constitute Terrorism.

09

General Clauses

1. VAT

1.1 All amounts reflected in the Policy are reflected as VAT inclusive figures, except for the Limit of Indemnity which is a VAT exclusive amount.

2. Payments on Account

2.1 Where Sasria has accepted a claim as valid, and within Sasria's sole discretion, a payment on account may be made to the Insured.

2.2 The Insured does not have a right in terms of this Policy to claim a payment on account.

2.3 If a payment on account has been made and subsequent to that Sasria is entitled to reject the claim, the payment on account must be repaid to Sasria by the Insured on demand.

3. Personal Information

3.1 POPIA applies to this Policy and controls the manner by which Personal Information (as defined in POPIA) is collected, used, and processed.

3.2 The Insured is referred to Sasria's POPIA policy which can be accessed on Sasria's website.

3.3 Sasria and the Sasria Agent may collect Personal Information directly from the Insured or from public sources, data bases or third parties. The Insured hereby consents to such collection.

3.4 Sasria and the Sasria Agent may collect, use and process Personal Information of the Insured for the following purposes:

3.4.1 Underwriting and risk assessment;

3.4.2 Premium determination;

3.4.3 Fraud prevention and detection;

3.4.4 Audit and record keeping;

3.4.5 Complying with legal obligations;

3.4.6 Reinsurance purposes; and

Sasria SOC Ltd: Reg. No. 1979/000287/30 FSP License No.: 39117

3.4.7 Sharing of information with service providers engaged to process Personal Information on behalf of Sasria or the Sasria Agent.

Sasria and the Sasria Agent may store the Insured's information in a shared database. The Insured acknowledges and understands that any Personal Information provided to Sasria or the Sasria Agent may be kept for as long as required or entitled by law.

General contact details

Sasria can be contacted as follows:

Physical address: 36 Fricker Road, Illovo Sandton, 2196

Postal Address: PO Box 653367, Benmore, 2010

Email: **contactus@sasria.co.za**

Tel: +27 11 214 0800



Sasria SOC Ltd: Reg. No. 1979/000287/30 FSP License No.: 39117