13E Riley Road, Bedfordview
PO Box 615, Bedfordview, 2008

T: 0861 242 777
E: mail@cia.co.za
W: www.cia.co.za

Date: 27/07/2022

INSURE CITY INSURANCE BROKERS (PTY) LTD
P O BOX 4945
PRETORIA
0001

Policy No: **CIA 057-002**
Insured: **BAKERSFIELD BODY CORPORATE**
Broker: **INSURE CITY INSURANCE BROKERS (PTY) LTD**

Dear

AMENDED SCHEDULE - MONTHLY

We refer to your email of 27/07/2022 and enclose hereby an amended policy schedule.

The following changes have been made:

General endorsement:
WEF 27/07/2022 - Added an additional amount of R220 000 to Unit 22 for Improvements.

The debit order deductions will be amended accordingly.

Yours faithfully



JOHANNA BOLOKA
UNDERWRITER
johanna@cia.co.za

POLICY SCHEDULE

Company:	**COMPASS INSURANCE COMPANY LIMITED, REG NO 1994/003010/06, FSP NO 12148**
Administrators:	COMMERCIAL AND INDUSTRIAL ACCEPTANCES (PTY) LTD

Policy No:	**CIA 057-002**
Office:	6 PRETORIA
Broker:	00765 INSURE CITY INSURANCE BROKERS (PTY) LTD FSP Licence No: 4629
The Insured:	**BAKERSFIELD BODY CORPORATE**
Postal Address:	PO BOX 28951 SUNNYSIDE 0132
Territorial Limits:	All premises as stated in each section owned or occupied or used by the insured for the purposes of the Business, all situated in the Republic of South Africa.
The Business:	Sectional Title / Body Corporate
Policy Inception Date:	1/07/2015
Period of Insurance:	(a) From 1/07/2022 to 30/06/2023 (both dates inclusive). (b) This policy is renewable on a MONTHLY basis and the premium is payable by monthly debit order.
Anniversary Date:	1/07/2023

SIGNED at BEDFORDVIEW on 27 July 2022.

On behalf of the Company .....

Commercial and Industrial Acceptances (Pty) Ltd

PO Box 615, Bedfordview, 2008

Tel No: 0861-242-777 Fax No: 086 613 6684 e-mail: mail@cia.co.za web: www.cia.co.za

Reg No: 2000/019340/07 VAT No: 4540194349 FSP No: 13890

PREMIUM SUMMARY

Policy No: **CIA 057-002**

Insured: BAKERSFIELD BODY CORPORATE

Policy Sections In Force	Additional Premium	Monthly/Renewal Premium	Refund Premium
Community Living Insurance Policy	2.20	6,821.68	0.00
Insurer Risk Premium	2.20	6,821.68	0.00
(VAT included in premium)	0.29	889.78	0.00
Fees			
Broker Fee	0.00	0.00	0.00
(VAT included in fees)	0.00	0.00	0.00
SASRIA	0.13	257.62	0.00
(VAT included in SASRIA)	0.01	33.60	0.00
TOTAL	**2.33**	**7,079.30**	**0.00**

Endorsement Details

WEF 27/07/2022 - Added an additional amount of R220 000 to Unit 22 for Improvements

Banking Details used for your Debit Order

Bank: FIRST NATIONAL
Branch: 250655 UNIVERSAL
Account: *******1175 Current Account
Acc Holder: ORT MANAEMENT TA BAKERSFIELD
Date of Debit: 1st

(1) In terms of a ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively.
COMPASS INSURANCE COMPANY LIMITED, REG NO 1994/003010/06, FSP NO 12148, Reg No: 1994/003010/06, VAT No: 4150143289. P.O. Box 37226, Birnam Park, Johannesburg, 2015
COMMERCIAL AND INDUSTRIAL ACCEPTANCES (PTY) LTD, VAT No: 4540194349.
INSURE CITY INSURANCE BROKERS (PTY) LTD, VAT No: 4440210328.

(2) All sums insured and premiums are inclusive of VAT at 15%. Excess is not subject to VAT.

(3) This policy schedule must be read in conjunction with the full policy wording which contains information about cover, conditions, warranties and exceptions.

- **At first issue of this policy (or any section thereof) please check to ensure that all pages of all included sections are contained in this document. If you did not receive a copy of the policy wording due to an administrative error, please contact your broker to rectify the error.**
- **At renewal or revision, policy wordings will not be re-issued. This schedule will be updated and re-issued as necessary together with any section schedule, which may have changes.**
- **Wherever endorsements appear on any schedule page these shall be subject otherwise to the Terms, Exceptions and Conditions of the Policy.**

Community Living Insurance Policy

End	Details		Sum Insured / Limit of Indemnity	Premium
	SECTION A - BUILDINGS AND CONTENTS			
	The cover provided by this section is on an All Risks basis, including Subsidence and Landslide.			
	Refer to the policy wording for Terms, Conditions and Exclusions.			
	Residential Sections			
16	Building			
16	1 CANART STREET, KAYALAMI, HALFWAY HOUSE, 1684		R66,960,506	R4,155.07
	Roof Construction: Standard - Wall Construction: Standard			
	No of Units:	30		
	Living Units:	30		
15	Contents		R100,000	
15	Tenants Fixtures and Fittings		R NIL	
15	Specified Items			
15	3 X ENERGIZER @ R5500		R29,486	R135.20
15	INTERCOM SYSTEM & CCTV		R375,705	R1,722.62
15	WOLF 200CC PETROL LAWNMOWER		R7,137	R32.72
15	RYOBI 26CC PETROL BLOWER 4-STROKE		R3,507	R16.09
15	RYOBI BRUSH CUTTER 52CC SPLIT SHAFT		R3,386	R15.53
15	x2 Gate Motors		R19,734	R90.48
15	Solar Spot Lights		R53,130	R243.61
	Commercial Sections			
15	Tenants Fixtures and Fittings		R NIL	
15	Specified Items			
	Extra Cover following Damage			
1	Arson, theft, vandalism or malicious damage reward		R10,000	
1	Emergency accommodation : up to R 1,000 per day per unit for a maximum of 7 days		R7,000	
	Escalation current insurance period		10%	
	Escalation further reinstatement period		10%	
1	Generator hire		R15,000	
1	Home modifications following disability		R20,000	
1	Landscaped gardens		R10,000	
	Loss of rent , removal costs & alternative accommodation		30%	
1	Removal and storage costs of undamaged household contents		R5,000	
1	Meeting room hire		R2,500	
1	Pets		R2,500	
1	Removal of trees		R5,000	
1	Restoration of records		R5,000	
1	Security guards		R7,500	
1	Water removal & dehumidifying - without our consent		R5,000	
	Extra Cover			
1	Building materials awaiting installation		R15,000	
1	Fidelity guarantee		R50,000	
1	Intercom system sim card		R5,000	
1	Loss of water		R5,000	
	Medical, trauma and funeral costs			
1	Medical costs		R10,000	

1	Trauma costs		R1,000	
1	Funeral costs		R5,000	
15	Money		R25,000	
1	Replacement of locks, keys, tags & remote control access devices		R5,000	
1	Title deeds		R5,000	
	Optional Extra Cover			
1	Environmental upgrade		R NIL	
999	SASRIA EXTENSION: Security costs - prior to a loss (Imminent Danger)		R NIL	
1	SASRIA EXTENSION: Security costs - protection of property during and after a loss		R NIL	
	Limitations to the Cover			
1	Power surge		R50,000	
1	Theft of exterior fixtures and fittings / Theft without forcible and violent entry		R15,000	
	Section A Buildings and Contents - Excesses			
1	Lightning damage	R2,000		
1	Storm, wind, water, hail and snow	R1,000		
1	Water damage to laminated and wooden floors	10% of claim minimum R2,500 cumulative to basic excess		
1	Power surge	10% of the claim minimum R2,000		
1	Subsidence and Landslide	1% of the sum insured minimum R1,000		
1	Theft of exterior fixtures and fittings / Theft without forcible and violent entry	10% of the claim minimum R1,000		
1	Basic / All other claims	R1,000		
	SECTION B - GEYSERS			
	Replacement			
15	Increased Geyser Limits		**Yes**	R385.14
1	- Up to 75 litre		R9,200	
1	- 100 to 150 litre		R9,500	
1	- 200 litre		R11,400	
1	- 250 to 300 litre		R14,500	
13	Repairs		R1,500	
	The above limits can be increased for any electrical, solar system or heat pump at an additional premium			
	Section B Geyser - Excesses			
11	Replacement	R2,000		
1	Resultant water damage following replacement	R500		
1	Repair	R250		
1	Resultant water damage following repair	R500		
999	Water damage to laminated and wooden floors	10% of claim minimum R2,500 cumulative to basic excess		
	Extra Cover			
1	Environmental upgrade		R2,000	
	Optional Extra Cover			
1	Geyser excess Buyback		**No**	
1	Enhanced Geyser Benefit		**No**	
	SECTION C - LIABILITY			
15	Claims Occurrence basis		R50,000,000	R25.22

1	**RETROACTIVE DATE : 36 months immediately prior to the inception date of this policy**		
	Extra Cover		
1	Contingent motor cover		R2,500,000
	Section C Liability - Excess		
1	All claims	R1,000	
	SECTION D - TRUSTEES / DIRECTORS INDEMNITY		
11	Claims Made basis		R10,000,000
1	RETROACTIVE DATE : Policy Inception Date		
	Section D - Trustees / Directors Indemnity - Excess		
1	All claims	R1,000	
	SECTION E - EMPLOYERS LIABILITY		
11	Claims Made basis		R10,000,000
1	RETROACTIVE DATE : Policy Inception Date		
	Section E Employers Liability - Excess		
1	All claims	R1,000	
	SECTION F - MACHINERY BREAKDOWN		
1	All machinery as defined in the wording		R50,000
1	Specified Items		
	Section F - Machinery Breakdown - Excess		
1	All claims	R1,000	
	SECTION G - PERSONAL ACCIDENT		
	Voluntary Workers		
1	Death		R50,000
1	Total and permanent disablement		R50,000
	Assault		
1	Death		R10,000
1	Total and permanent disablement		R10,000
	Specified persons		
	GENERAL		
15	Claims preparation costs and fees		R50,000

SASRIA COVER

This is to certify that the property insured is also insured with the South African Special Risks Insurance Association (SASRIA) against loss or damage caused by riot or similar events in accordance with the terms and conditions of the SASRIA policy wording, copy of which is attached to the schedule. The property sum insured is reflected on the policy schedule however, the SASRIA compensation is limited to R 500 million (excluding VAT). Please refer to 'Compensation' in the SASRIA wording attached for more details. Additional SASRIA cover above R500 million up to the amount of R1 Billion can be bought at an additional premium.

SANCTION LIMITATION AND EXCLUSION CLAUSE

We will not be deemed to provide cover or be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

1 **MEMORANDUM**

1 Unit 8 - Extra 150 Liter GAP Geyser installed

Additional Memorandums Applicable:

00005 This endorsement is effective from 1/07/2015

SPECIFIED ITEM -THEFT WITHOUT FORCIBLE AND VIOLENT ENTRY / THEFT OF EXTERIOR FIXTURES AND FITTINGS AND POWER SURGE LIMITATION

The limitation in respect of theft without forcible and violent entry / theft of exterior fixtures and fittings and power surge is hereby deleted in respect of specified items.

00232 This endorsement is effective from 1/07/2015

WATERPROOF MEMBRANE EXCLUSION

We will not pay for loss or damage to any waterproofing membrane not fully bonded to a screed or concrete surface or which has not been applied and maintained in accordance with the manufacturers specifications

Additional Memorandums Applicable:

Memo No	Description	Effective Date
00005	SPECIFIED ITEM -THEFT WITHOUT FORCIBLE AND VIOLENT ENTRY / THEFT OF EXTERIOR FIXTURES AND FITTINGS AND POWER SURGE LIMITATION	1/07/2015
00232	WATERPROOF MEMBRANE EXCLUSION	1/07/2015

Endorsements (last 6):

End. No	Description	Effective Date
00016	WEF 27/07/2022 - Added an additional amount of R220 000 to Unit 22 for Improvements	27/07/2022
00015	WEF 01/07/2022 - Removed CCTV System R33 565 and added Solar Spot lights @ R53 130 and amended m² of the PQ as per latest PQ received. RENEWAL	1/07/2022
00014	Amend policy rate w.e.f 19/10/2021	19/10/2021
00013	RENEWAL	1/07/2021
00012	Add specified items w.e.f 23/03/2021	23/03/2021
00011	RENEWAL	1/07/2020

PARTICIPATION QUOTA SCHEDULE FOR
BAKERSFIELD BODY CORPORATE

Sect No	Unit No	Area	PQ	Sum Insured	Premium	Add SI	Add Prem	Extra SI	Extra Prem	Desc	Total SI	Total Prem
CANART STREET, KAYALAMI, HALFWAY HOUSE, 1684												
1	1	155.00	3.1530	2,089,361	221.77	0	0.00	0	0.00		2,089,361	221.77
2	2	156.00	3.1733	2,102,840	223.20	0	0.00	0	0.00		2,102,840	223.20
3	3	156.00	3.1733	2,102,840	223.20	0	0.00	0	0.00		2,102,840	223.20
4	4	156.00	3.1733	2,102,840	223.20	0	0.00	0	0.00		2,102,840	223.20
5	5	217.00	4.4142	2,925,105	310.49	0	0.00	0	0.00		2,925,105	310.49
6	6	189.00	3.8446	2,547,672	270.42	0	0.00	0	0.00		2,547,672	270.42
7	7	189.00	3.8446	2,547,672	270.42	0	0.00	0	0.00		2,547,672	270.42
8	8	231.00	4.6989	3,113,821	330.50	0	0.00	0	0.00		3,113,821	330.50
9	9	156.00	3.1733	2,102,840	223.20	0	0.00	0	0.00		2,102,840	223.20
10	10	157.00	3.1937	2,116,320	224.63	0	0.00	0	0.00		2,116,320	224.63
11	11	156.00	3.1733	2,102,840	223.20	0	0.00	0	0.00		2,102,840	223.20
12	12	156.00	3.1733	2,102,840	223.20	0	0.00	0	0.00		2,102,840	223.20
13	13	156.00	3.1733	2,102,840	223.20	0	0.00	0	0.00		2,102,840	223.20
14	14	156.00	3.1733	2,102,840	223.20	0	0.00	0	0.00		2,102,840	223.20
15	15	156.00	3.1733	2,102,840	223.20	0	0.00	0	0.00		2,102,840	223.20
16	16	156.00	3.1733	2,102,840	223.20	0	0.00	0	0.00		2,102,840	223.20
17	17	156.00	3.1733	2,102,840	223.20	97,436	6.40	0	0.00		2,200,276	229.60
18	18	156.00	3.1733	2,102,840	223.20	0	0.00	0	0.00		2,102,840	223.20
19	19	156.00	3.1733	2,102,840	223.20	0	0.00	0	0.00		2,102,840	223.20
20	20	156.00	3.1733	2,102,840	223.20	0	0.00	0	0.00		2,102,840	223.20
21	21	156.00	3.1733	2,102,840	223.20	0	0.00	0	0.00		2,102,840	223.20
22	22	156.00	3.1733	2,102,840	223.20	0	0.00	505,229	33.23	Improvement	2,608,069	256.43
23	23	156.00	3.1733	2,102,840	223.20	0	0.00	0	0.00		2,102,840	223.20
24	24	157.00	3.1937	2,116,320	224.63	0	0.00	0	0.00		2,116,320	224.63
25	25	156.00	3.1733	2,102,840	223.20	0	0.00	0	0.00		2,102,840	223.20
26	26	156.00	3.1733	2,102,840	223.20	0	0.00	0	0.00		2,102,840	223.20
27	27	156.00	3.1733	2,102,840	223.20	0	0.00	0	0.00		2,102,840	223.20
28	28	189.00	3.8446	2,547,672	270.42	91,410	6.01	0	0.00		2,639,082	276.43
29	29	156.00	3.1733	2,102,840	223.20	0	0.00	0	0.00		2,102,840	223.20
30	30	156.00	3.1733	2,102,840	223.20	0	0.00	0	0.00		2,102,840	223.20
Common Property				0	0.00						0	0.00
Rounding					0.03		0.00		-0.00			0.03
Sub Total		**4,916.00**	**100.0000**	**66,266,431**	**7,033.71**	**188,846**	**12.41**	**505,229**	**33.23**		**66,960,506**	**7,079.35**
Rounding					-0.05		0.00		-0.00			-0.05
Total		**4,916.00**	**100.0000**	**66,266,431**	**7,033.66**	**188,846**	**12.41**	**505,229**	**33.23**		**66,960,506**	**7,079.30**

DISCLOSURE NOTICE TO NON-LIFE INSURANCE POLICYHOLDERS
IMPORTANT - PLEASE READ CAREFULLY
DISCLOSURE AND OTHER LEGAL REQUIREMENTS

(This notice does not form part of the insurance contract or any other document)

As a non-life insurance policyholder, or prospective policyholder, you have the right to the following information:

CLAIMS

1. Claims must be reported as soon as possible, no later than 31 days of the event which give rise to a claim, and full details thereof must be submitted:

- online at https://cia.co.za/lodge-a-claim/ or
- through your broker or by calling 0861 242 777; or
- for a **Geyser Emergency call 0861 242 911**.
- all reasonable steps to prevent further damage or loss should be taken.
- Notify the SAPS within 24 hours of any loss or theft of property. The police report number should be forwarded to your broker.

THE UNDERWRITING MANAGER

2.1 Name, physical address, postal address and telephone number

Company:	COMMERCIAL AND INDUSTRIAL ACCEPTANCES (PTY) LTD
Registration No:	2000/019340/07
Postal address:	PO Box 615 Bedfordview 2008
Physical address:	13E Riley Road Bedfordview 2008
Telephone:	0861-242-777
Fax:	086 613 6684
e-mail:	mail@cia.co.za web: www.cia.co.za
FSP License No:	13890
License Categories:	Advice and Intermediary Services for Non-Life Commercial / Personal Lines
Insurances	Professional Indemnity and Fidelity cover are in place
Subsidiary Company:	Yes
Insurer Shareholding exceeding 10%	Yes - Compass Insurance Company Limited
Receive more than 30% of income from Insurer	Yes
Conflict of Interest Policy:	https://cia.co.za/legal
Complaints Policy:	https://cia.co.za/legal
Compliance Company:	Associated Compliance (Pty) Ltd
Compliance Practice No:	6377
Telephone:	011 678 2533
Address:	Ground Floor Building no 4 Quadrum Office Park 50 Constantia Boulevard Constantia Kloof Ext 28 Johannesburg 1709
e-mail:	info@associatedcompliance.co.za

2.2 Commercial & Industrial Acceptances (Pty) Ltd acts as an Underwriting Manager on behalf of Compass Insurance Company Limited in terms of a Binder Agreement.

2.3 Commercial & Industrial Acceptances (Pty) Ltd is paid a binder fee by Compass Insurance Company Limited and may also receive a profit commission from Compass Insurance Company.

2.4 Your Intermediary and/or Underwriting Manager noted above should always be your first point of contact in the event that you have a query, claim or complaint.

2.5 Details of how to institute a complaint:

- Complaints can be referred either to the complaints department on complaints@cia.co.za or to the compliance officer as shown above.
- The Complaints Procedure can be found on www.cia.co.za under 'legal'.
- If any complaint to the Insurer or Intermediary is not resolved to your satisfaction, you may submit the complaint to the Ombudsman of Short-Term (Non-Life) Insurance or to the FAIS Ombudsman.
- No claim will be payable after the expiry of 24 (twenty four) months unless the claim is subject to legal action. Legal action must commence within 6 (six) months of the rejection of a claim.

2.6 Type of policy: Sectional Title / Body Corporate

2.7 In respect of Annual policies, the premium as specified in the attached schedule must be paid on or before the inception/renewal date.
In respect of Monthly policies, the premium as specified in the attached schedule will be collected by debit order either on the 1st working day of the month or the 15th, as selected by you.

OTHER MATTERS OF IMPORTANCE

3. General

3.1 Your Insurer may cancel your insurance policy or impose special terms in accordance with the General Conditions and Provisions as set out in the policy wording.

3.2 You must check your policy schedule to ensure that the items insured, their description and values are those you gave to us.

3.3 You must advise any change to the description, use, occupation or value of the item insured as soon as reasonably possible to ensure that you are correctly insured.

3.4 Incorrect or non-disclosure by you may impact on any claims arising from your contract of insurance.

3.5 If you are not sure about, or do not understand any part of your policy, please contact the Intermediary at the above address.

THE INSURER

4. Name, physical address, postal address and telephone number

Company:	COMPASS INSURANCE COMPANY LIMITED, REG NO 1994/003010/06, FSP NO 12148
Physical address:	5th Floor 90 Rivonia Road Sandton, Gauteng 2196
Postal address:	P.O. Box 37226 Birnam Park Johannesburg 2015
Telephone:	011 745 8333
Fax:	011 745 8444
FSP No:	12148
Categories of License:	Non-Life Commercial/Personal Lines
Compliance Officer:	Adel Walker
Telephone:	011 745 8333
Fax:	011 745 8444
e-mail:	adel.walker@compass.co.za
Complaints Policy:	http://www.compass.co.za/governance/

Company:	Sasria SOC Limited
Registration No:	1979/00287/06
Physical address:	36 Fricker Road, Illovo, Sandton, 2196
Postal address:	P.O. Box 653367, Benmore, 2010
Telephone:	(011) 214 0800
Fax:	(011) 447 8630
FSP:	39117
e-mail:	contactus@sasria.co.za
Compliance Officer:	Mr Mziwoxolo Mavuso
Address:	Sasria SOC Limited, P O Box 653367, Benmore
Telephone:	(011) 214 0800
Compliance e-mail:	mziwoxolom@sasria.co.za

5. THE INTERMEDIARY (BROKER)

5.1 Name, physical address, postal address and telephone number

Broker:	INSURE CITY INSURANCE BROKERS (PTY) LTD
Physical address:	2ND FLOOR MIDCITY CORNER 500 JORISSON STREET SUNNYSIDE EAST PRETORIA 0002
Postal address:	P O BOX 4945 PRETORIA 0001
Telephone:	012 426 3400
Fax:	086 683 7655
e-mail:	Stephanie.Hugo@insurecity.co.za
FSP No:	4629

5.2 Legal status and any interest in the Insurer

You, as our client, have the right to the following information from your intermediary:

a. Legal status of the intermediary.
b. Whether your intermediary has a shareholding in excess of 10% with any Insurer.
c. Whether the intermediary has placed business in excess of 30% with any Insurer in the preceding year.

5.3 Your intermediary must advise you whether they have Professional Indemnity insurance in force.

5.4 The intermediary Complaints Policy and Conflict of Interest Policy must be obtained from the broker.

5.5 Any information provided verbally must be confirmed in writing within 31 days.

5.6 Commission on the premium payable to your intermediary of R 1,364.33 per month and Sasria Commission is R 38.65 per month and intermediary Management Fee is R 0.00

6. Warning

- Do not sign any blank or partially completed application form.
- Complete all forms in ink.
- Keep all documents handed to you.
- Make note as to what is said to you.
- Don't be pressurised to buy the product.
- Incorrect information or non-disclosure by you of relevant facts may influence an Insurer on any claims arising from your contract of insurance.

7. Particulars of the Ombudsman for Short-term (Non-Life) Insurance who is available to advise you in the event of claim problems that are not satisfactorily resolved by the insurance Intermediary and/or the Insurer:

Ombudsman for Short-term (Non-Life) Insurance
P.O. Box 32334, BRAAMFONTEIN, 2017
Tel: (011) 726-8900
Fax: (011) 726-5501
e-mail: info@osti.co.za
website: www.osti.co.za

8. Particulars of the Financial Advisory and Intermediary Services Ombudsman:

FAIS Ombudsman
P.O. Box 74571, LYNWOODRIF, 0040
Tel: 012 470 9080
Fax: 012 346 6941
e-mail: info@faisombud.co.za

website: www.faisombud.co.za

9. Particulars of the Financial Sector Conduct Authority (FSCA)
P.O. Box 35655, MENLO PARK, 0102
Tel: (012) 428-8000

Dear customer...

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

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

Your contract with Sasria comprises:

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

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

We look forward to being of service to you.

How to reach us

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

General terms and conditions

How you should read this document

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

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

Your Sasria policy and the underlying policy

You must have an underlying policy in force

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

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

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

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

Policies that attach to the underlying policy

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

Standard S.A.I.A. Exceptions

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

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

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

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

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

Extensions

Sasria special risk cover only applies to the basic cover of the underlying policy. It does not apply to any additional perils and extensions included in the underlying policy, whether optional or not. Sasria covers its own list of extensions at an additional premium. You will find the list of extensions at Material Damage Section Contact us if you want Sasria cover for any of these extensions.

Excess

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

Works, the following excess is payable:

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

The following minimum and maximum amounts apply:

Minimum excess (first amount payable)

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

(first amount payable)

- R25 000

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

Premium

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

Period of insurance

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

Sasria and the underlying insurer must sign your schedule

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

Cancellation

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

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

Our rights

To review rates and premiums

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

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

In accordance with the law, we will duly notify the policyholder in writing, through our distribution channels, of the details of the pending review; the effective date of the review; the reasons for the review; the implication of the review; the policyholder's rights and obligations regarding the review, including any cooling-off rights offered and procedures applicable for the exercise thereof; and any other relevant details.

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

To take possession of damaged property

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

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

To take legal action on your behalf

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

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

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

Transfer of rights

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

Sharing information

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

Your responsibilities

To be covered

To be covered under your Sasria policy:

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

Pay the premium in advance

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

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

Take all reasonable precautions

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

Do not withhold information or commit fraud

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

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

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

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

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

Compensation

How we compensate you

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

Who gets the compensation?

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

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

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

Policy limits

The limits of compensation are detailed in the respective policies.

Agreed value

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

Countries where you are covered

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

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

Disputes

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

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

Amendment

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

How to claim

What to do after an insured event

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

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

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

Supporting documents

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

Material damage (Fire)

Material damage (Fire) attaches to the underlying policy. Please see the general terms and conditions above for an explanation of attached policies.

Important words and phrases

Word or phrase	Defined meaning
Civil commotion	Large-scale violence by members of the public, causing injury to people or damage to property.
Consequential loss	Loss or damage that is not directly caused by an insured risk, but which is an indirect consequence or result of the insured risk.
Labour disturbance	In the case of Slabbert Burger vs Sasria, disturbance in a labour context was defined as "an overt disturbance of the public peace in defiance of authority, leading to physical damage". Sasria will only consider a claim for loss or damage as a result of a labour disturbance if all four of the following elements are present: • A disturbance of the public peace; • Which happens openly, or which is clear upon observing; • In disobedience of authority; and • Which leads to physical loss or damage.
Lockout	According to section 213 of the Labour Relations Act (66 of 1995), a lockout means "the exclusion by an employer of employees from the employer's workplace, for the purpose of compelling the employees to accept a demand in respect of any matter of mutual interest between employer and employee, whether or not the employer breaches those employees' contracts of employment in the course of or for the purpose of that exclusion". This definition may be amended by South African law from time to time.
Looting	To steal goods, typically during a riot, strike or civil commotion. Looting must take place during an event that Sasria covers. Sasria does not cover theft.
Policyholder	The person(s) or juristic entity in whose name the policy is issued. A policyholder could be: • A holding company and all its subsidiaries (as set out in the Companies Act, 61 of 1973); or • A subsidiary of the holding company; or • An entity other than a company; or • A person or persons.

Public disorder	A riot or other civil commotion that gives rise to a serious risk to public safety, whether at a single location or resulting from a series of incidents in the same or different locations.
Riot	In terms of case law, riot means the tumultuous disturbance of public peace by an assembly of three or more persons acting together in the execution of some private objective. Sasria will only consider a claim for loss or damage as a result of a riot, if all four of the following elements are present: • Three or more persons who have assembled with the same objective; • A tumultuous disturbance of the public peace; • Which leads to strife, violence or threats of violence; and • Physical loss or damage. In terms of this definition, Sasria does not consider the violent acts of three or more people who have different objectives as a riot.
Strike	According to section 213 of the Labour Relations Act (66 of 1995), a strike means "the partial or complete concerted refusal to work, or the retardation or obstruction of work, by persons who are or have been employed by the same employer or by different employers, for the purpose of remedying a grievance or resolving a dispute in respect of any matter of mutual interest between employer and employee, and every reference to 'work' in this definition includes overtime work, whether it is voluntary or compulsory". This definition may be amended by South African law from time to time.
Terrorism	The unlawful use of violence and intimidation, especially against civilians, in the pursuit of political aims. Please note that Sasria cover does not extend beyond the borders of South Africa. In other words, if terrorism happens outside the borders of South Africa, Sasria does not cover that. Furthermore, Sasria does not cover consequential loss emanating from any acts of terrorism.

WHO do we cover?

In the Material Damage policy, Sasria covers the policyholder.

What we cover

Sasria will compensate you for the loss of, or damage to, property insured in the underlying policy, if that loss or damage is directly related to, or caused by:

1. Any riot, strike or public disorder or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
2. Any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;

3. Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
4. Any attempt to perform any act referred to in clauses 1, 2 and 3 above;
5. The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clauses 1, 2, 3 or 4 above;
6. Looting committed as part of the acts described in 1, 2, 3, 4 or 5 above.

What we DON'T cover

Sasria does not compensate you for:

1. Any form of consequential or indirect loss or damage, other than the loss of rent. We will only cover loss of rent if the underlying policy specifically insures it, and only until the insured building is again suitable to be rented out or occupied;
2. Consequential loss or damage resulting from stopping work, totally or partially, or from delaying, interrupting or stopping any process or operation;
3. Loss or damage resulting from a lawful authority confiscating, commandeering or requisitioning insured property, permanently or temporarily, or any attempt to do so;
4. Loss or damage, in any way caused by, or contributed to, an act of terrorism that uses, or threatens to use, any nuclear weapon or device, or any chemical or biological agent;
5. Loss or damage, in any way caused by, or contributed to, war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or a state of siege;
6. Any attempt to perform any act referred to in clauses 4 and 5 above;
7. The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to in clause 4 and 5 above;
8. Loss or damage caused directly or indirectly by, or through, or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of l976) or any similar Act operative in South African territory to which this policy applies;
9. Loss or damage caused by prevention of access (for example, deterioration of stock or perishables);
10. Loss or damage for which you are liable in terms of a contract, unless you would have been liable for the damage in the absence of the contract;
11. Loss or damage caused directly or indirectly by a nuclear event. A nuclear event is an incident or accident involving the release of radioactive material with negative health and environmental effects.

If we reject a claim by reason of exclusion 5 or 8, you will have to prove that the loss or damage was not related to exclusion 5 or 8.

Conditions

If an insured building or structure is destroyed and Sasria has accepted liability for your claim, you may replace the destroyed building with an equivalent building at another site. Our liability will be limited to the cost of reinstating the destroyed building or structure at the original site.

Compensation

The limit of compensation for the period of insurance is R500 million (excluding VAT), even if the sum insured exceeds R500 million (excluding VAT). Sasria allows for the reinstatement of cover if the limit of compensation has been exhausted during the period of insurance. An additional premium will be charged for reinstated cover for the remainder of the period of insurance.

You may take out additional Sasria cover up to R1 billion at an additional premium. The limit of R1 billion applies to additional cover for Material Damage and Business Interruption combined.

Sasria will base compensation for a single lost or damaged item, or for all the lost or damaged items together, on the sum insured, even if there is a Basis of Loss Settlement clause in the underlying policy.

MATERIAL DAMAGE EXTENSIONS

If stated to be included in the schedule and the premium has been paid:

1. Security Costs Extensions

a) Security costs – prior to a loss (Imminent Danger)

The extension is limited to R10 000 000 (ten million Rands) total annual aggregate. This cover is only available as an extension to the Material damage and Contract works sections. The cover does not reinstate following depletion of the limit. The security costs, preventative measures or protection of property cover is available on the following basis:

i. Reasonable security costs, preventative measures costs or protection of property costs incurred to prevent imminent loss as a result of a Sasria SOC LTD related peril only.

ii. Cover is limited to the sum insured as stated on the coupon if below R10 million

iii. The R10 million cover is an annual limit that cannot be reinstated following a claim.

iv. This extension is not subject to the R500million coupon annual aggregate.

v. In the event that limit required is higher than R10million the following applies:
   - Base R10million cover has to be purchased from Sasria SOC LTD, and extended cover above R10 million can be bought in open market
   - Should you wish to purchase cover in the market from ground up, you are only allowed to do so with express written permission from Sasria SOC LTD

vi. The Sasria rate applicable is that of the corresponding Fire coupon and or Contract works coupon

vii. The cover can be included mid-term subject to the following:
   - The cover is not retrospective
   - Pro-rated premium must be collected, and the coupon endorsed

viii. Cover is applicable and can only be activated on the following basis
   - An active Sasria peril should be present within 10km radius of the insured premises
   - Only registered security companies will be recognized
   - Indemnification is subject to average costs of security service over 6 months prior to claim
   - Cost does not include capital additions made to the premises

2. Security costs – protection of property during and after a loss

i. The extension covers reasonable security costs incurred during a loss or damage to property as well as prevention for further losses, as a result of a Sasria covered peril

ii. There is no maximum limit

iii. The extension can be added midterm

iv. The client will be covered up to a limit stated on the extension

iv. The extension kicks in as soon as there is a loss or damage to insured property.

NOTE: These are 2 independent extensions and do not overlap each other, meaning that the client may select either one or both extensions if required.