







2. **Insurable interest:** You can only claim for items in which you have an insurable interest. This simply means that you own your structure, your contents or both, or it means that it is your responsibility to pay for something if it is lost or damaged even if you don't own it.
3. **Your structure:** When the word "structure" is used, it means only the structure where the Lumkani Fire Alarm is installed. This structure is situated at your risk address shown in **Section N: Client details and declaration**, and may be used for domestic purposes (for living in), or business purposes (if you run a business), or both. It includes all of the following:
  - Fixtures and fittings like shelves, built-in cupboards and anything else that is fastened to a wall or floor.
  - Paths and driveways constructed of brick, concrete, paving, asphalt or stone (not gravel).
  - Aerials and satellite dishes.
  - Water, sewerage, gas, electricity and telephone connections (public services).
4. **Your contents in general:** When the word "contents" is used, it includes all the movable goods and products used or stored inside your structure, but only within the borders of your risk address. These goods and products must belong to you, your partner or members of your immediate family who are financially dependent on you.

**Examples of items typically included in contents:**

- Furniture, clothing, groceries, ornaments, etc.
- Important documents like IDs, passports, driving licences, and marriage and birth certificates.
- Electronic equipment like printers, copiers and desktop computers.

5. **Cell phones, laptops and tablets:** Special conditions apply to cover for these items.
  - Lumkani will take pictures of these items when they give you the Lumkani Fire Alarm to install.
  - If your application was done telephonically and you install the Lumkani Fire Alarm yourself, then you must take pictures of these items within ten days from the start of your policy and send them to Lumkani via email or WhatsApp on the details at the bottom of this page. If you don't, these items will not be covered.
  - If you replace any of these items, or get new ones, you must take pictures of these items and keep the receipts/invoices to prove that you own them.
  - Your claim will only be considered if there is proof that you owned the item.
6. **Stock:** If you run a business, your stock is covered as part of your contents.
7. **Contents not covered:** Certain items are not covered as part of you contents.
  - Jewellery, watches, stamps, medals, coins or any other collectables.
  - Money, cheques, card vouchers, airtime vouchers and any documents negotiable for money at face value.
  - Motor vehicles, motorcycles, scooters, caravans, trailers and all their fitted accessories.

### What is not covered – exclusions

There are certain instances where you won't be covered which are called exclusions.

1. **Consequential loss:** Hollard does not cover further loss or damage that you may suffer as a consequence of the fire.

**For example:** If any legal documents are damaged in the fire and you have to take unpaid leave from your work to have these redone, you will not be paid for any lost income because you had to take leave.

2. **Nuclear events and substances:** These are risks associated with the nuclear industry in general. Hollard does not cover any event related to radioactive or nuclear material in any way.
3. **War, terrorism, riots and protest actions:** Hollard does not cover any loss or damage related to or caused by war, terrorism, riots, protest actions, public disorder or any attempted act of this kind. In South Africa, these types of events are covered by Sasria SOC Limited as explained in **Section L: Your Sasria cover**.
4. **Electricity grid failure:** We do not cover loss, damage, any amount of any kind, or liability that is caused (in any way) by Electricity grid failure, which is defined below.
  - Electricity grid failure is an interruption to or suspension of electricity supply, in any manner and from any source, and for any reason (including damage and any inability and/or failure on the part of the supplier) which affects an entire municipality (including local, district, regional or any other level that is created by law) or province or the country at substantially the same time, including any interruption, power surge or suspension at the reconnection or reinstatement of electricity supply.

- This exclusion also applies to consequential losses in respect of any public utilities that are affected by Electricity grid failure, including but not limited to, the disruption of water, telecommunications and sewage systems. It also applies to other consequential losses, such as the deterioration of any food or other items.
- This exclusion does not apply to Loadshedding (defined below) which remains covered subject to the terms and conditions in your policy.
- Loadshedding is the intentional, total or partial, withholding of electricity supply (from any source) by any party other than the insured, implemented in phases, which do not affect a municipality (including local, district, regional or any other level that is created by law) or province or the country at substantially the same time.

### How to claim

Please contact Lumkani on the details at the bottom of this page and follow the process explained here.

- 1. Notification:** You must tell Lumkani about a claim as soon as possible, **but not later than 30 days after the fire.**
- 2. Documentation and information:** You must give Lumkani the documents and information they ask within the time that they will give you. The following is usually needed, but they may ask for more depending on the details of your claim:
  - A description of the damage you are claiming for and photographs taken of the scene (if any were taken).
  - The details of witnesses and any other persons that were involved in the fire (if applicable).
  - Details of any other insurance that covers the same structure or its contents.
  - Proof of value and ownership of items damaged (such as sales receipts, invoices or bank statements).
- 3. Assessment:** If your structure and its contents are damaged in a fire, you must allow the assessor the opportunity to assess the damage within the time period we will give you. If you do any of the following your claim may be rejected:
  - Getting rid of, repairing or replacing any item that was damaged in the fire before the assessor has assessed the damage.
  - Having your structure repaired before the assessor has assessed the damage.
  - Not allowing the assessor to assess the damage within the time period we will give you.
- 4. Salvage:** Any item that the assessor decides is uneconomical to repair is referred to as salvage. Salvage is Hollard's property and they may sell it to cover their claims cost. If the proceeds of the sale is more than their claims costs, the difference will be paid to you.
- 5. Legal proceedings:** After you have been paid for a claim, your rights to claim against the person that caused the fire (if applicable) are automatically given to Hollard. You must give Hollard and Lumkani all information and assistance needed to claim from that person. If you don't, it may mean that Hollard cannot claim back the amount of the claim from that person. You may lose all benefits under this policy and you may need to pay back any payment you have received.
- 6. Claim decision:** If you do not agree with the claims decision, then you can ask Hollard to review it within **90 days** from receiving the decision, and you can take legal action against Hollard within **270 days** from receiving the decision. Please refer to the process explained in **Section J: How to complain about your Lumkani Fire insurance.**
- 7. After payment of a claim:** Once you have been paid for a claim, Hollard has met their responsibilities to you under this policy. Hollard will not be responsible for any other costs relating to that claim, except if they recover money from other people.
- 8. Prescription period:** When a claim prescribes, it means that you have lost your right to claim and Hollard will no longer be legally responsible to pay that claim. A claim will prescribe (expire) after 12 months from the date of the fire, unless you have referred the claim to the Ombudsman for Short-term Insurance, or unless you have started legal action against Hollard.

### How your claim is paid

Lumkani will pay the actual amount of the loss or damage in cash, but you will never be paid more than R40 000.

1. **Upfront payment:** Lumkani will pay you R500 in cash to help you pay for immediate expenses.
  - If any premium is outstanding, Lumkani will deduct it from the R500 and only pay the difference to you.
  - Lumkani will deduct the R500 from your final claim payment.
2. **Final payment:** Once your claim has been assessed and approved, the rest of your claim (after deducting the R500 immediate expenses) will then be paid to you in cash, but not more than the maximum limit of R40 000.
3. **Total claim less than R40 000:** If the amount of loss or damage is less than R40 000, Lumkani will only pay the actual amount of the loss or damage, and not the full R40 000. Lumkani will deduct the R500 upfront payment for immediate expenses from your final claim payment.

**For example:** The cost to repair damage to your structure and replace your contents comes to R20 000. You will receive a total of R20 000 as follows:  
 R500 upfront payment in cash for immediate expenses and R19 500 via final claim payment in cash to purchase contents or items to repair your structure.

4. **Total claim more than R40 000:** If the amount of the loss or damage is more than R40 000, you will only receive a maximum of R40 000.

**For example:** The cost to repair damage to your structure and replace your contents comes to R60 000. You will only receive the maximum amount of R40 000 as follows:  
 R500 cash for immediate expenses, R39 500 via final claim payment in cash to purchase contents or items to repair your structure.

5. **Settlement of contents claims:** We will pay for contents in cash at the current second-hand replacement value of these items in the market even if your contents were new at the time when the policy was taken up.

**For example:** If you bought the item a year ago, then the second-hand replacement value will be higher than if you bought it ten years ago, which means we will take the age and condition, of the item into consideration when calculating the second-hand replacement value. If you have an item that is one year old, then the final claim payment amount must be sufficient for you to purchase the same or similar item in the second-hand market. The purpose of insurance is to place you back in the same position you were in before the claim event.

### Dual insurance – if you have double insurance

If you have more than one insurance policy in place that covers your structure, its contents or both, the full amount of the claim will be split proportionally between the different policies.

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

### The policy conditions may change

Hollard may change the terms and conditions of this policy at any time. Hollard will send you an updated policy wording at least 31 days before the effective date of any changes. If legislation changes, this policy will be considered to be aligned with the change, until such time as the policy wording is updated.

## G. Your privacy

Hollard cares about the privacy, security and online safety of your personal information and they take their responsibility to protect this information very seriously. Below is a summary of how Hollard deals with your personal information. For a more detailed explanation, please read the official Privacy Notice on Hollard's website.

- 1. Processing your personal information:** Hollard has to collect and process some of your personal information in order to provide you with their products and services, and as required by insurance, tax and other legislation.
- 2. Sharing your personal information:** Hollard will share your personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about your insurance, claims and premium payments. Hollard does this to assess claims, prevent fraud and to conduct surveys.
- 3. Protecting your personal information:** Hollard takes every reasonable precaution to protect your personal information from theft, unauthorised access and disruption of services.
- 4. Receiving marketing from Hollard:** We will not use your personal information to send you any information about products or offers from Hollard or Hollard's partners.

## H. Cancellation of the Lumkani Fire Alarm and your Lumkani Fire Cover

This section forms part of your insurance policy with Hollard, as well as part of your rental agreement with Lumkani. Because your rental agreement and insurance policy are packaged together, you cannot cancel your insurance without cancelling your rental agreement with Lumkani. You also cannot cancel your rental agreement with Lumkani without your insurance being automatically cancelled. You cannot have the one without the other. Any of the following events will mean cancellation:

- 1.** You ask Lumkani to cancel your rental agreement or you ask Hollard to cancel your insurance policy. You may do this at any time by contacting Lumkani on the details at the bottom of the page.
- 2.** You do not pay the rental fee and the insurance premium as explained in **Section I: Payment of your rental fee and insurance premium.**
- 3.** Your insurance policy is cancelled because of fraud as explained in **Your responsibilities: Honesty.**
- 4.** Hollard cancels your insurance policy and Lumkani cancels your rental agreement by giving you at least 31 days' written notice.

## I. Payment of your rental fee and insurance premium

This section forms part of your insurance policy with Hollard, as well as part of your rental agreement with Lumkani. Because your rental agreement and insurance policy are packaged together, you must pay the total of your rental fee **and** your insurance premium to Lumkani. Lumkani will receive your payment into their own bank account and will pay your insurance premium to Hollard every month.

- 1. Total monthly amount:** Your total monthly amount is made up of your insurance premium and your rental fee as shown in **Section N: Client details and declaration.**
- 2. Payment due date:** You must pay your **Total monthly amount** every month on or before your payment due date as shown in **Section N: Client details and declaration.**
- 3. Payment options:** You may pay by debit order, at outlets like PEP, SPAR, Shoprite, Checkers, Usave, Pick 'n Pay, Boxer, Ackermans, Game, or any spaza store which uses Flash or Kazang, by making an EFT (Electronic Funds Transfer) or by depositing cash directly into Lumkani's account.
- 4. Grace period on missed payments:** If you miss a payment, then you have a grace period (extra time) to pay the outstanding amount, as explained here:
  - Grace period:** The grace period (extra time) is dependent on how long you have been a Lumkani client.
    - For the first 24 months you get **two months'** grace (extra time) from your payment due date.
    - Between month 25 and 36, you get **three months'** grace (extra time) from your payment due date.
    - Between month 37 and 48, you get **four months'** grace (extra time) from your payment due date.
    - Between month 49 and 60, you get **five months'** grace (extra time) from your payment due date.
    - Between month 61 and 72, you get **six months'** grace (extra time) from your payment due date.

- **First payment:** If you don't pay your first **Total monthly amount** before the end of two months, then your insurance cover will not start and you will have to return the Lumkani Fire Alarm. You are only covered if you have received an SMS from Lumkani with your policy start date.
- **Subsequent payments:** If you don't pay your outstanding amount before the end of the applicable grace period, then your insurance will end on midnight before the day that your first missed payment was due and you will have to return the Lumkani Fire Alarm.
- **Claims during grace:** If you claim during the applicable grace period and your claim is accepted, then Lumkani will deduct all the outstanding premiums and rental fees from your claim amount.
- **Returned debit orders:** If you stop a debit order directly with your bank, or if a debit order is rejected because of insufficient funds, Lumkani will not automatically debit your bank account again for that missed payment. Lumkani will send you an SMS and then you must pay the outstanding amount before the end of the applicable grace period. You may ask Lumkani to debit your account again for the outstanding amount or you can make payment by any of the other ways listed above.

## J. How to complain about your Lumkani Fire insurance

If you have a complaint about your Lumkani Fire cover insurance policy with Hollard, there are a couple of options available to you. While you may contact the Ombudsman for Short-term Insurance at any time, you are encouraged to please contact Lumkani first, and follow the five-step process below.

### Step 1: Complain to Lumkani

Contact Lumkani about anything you are unhappy about on your policy, your insurance premium or your claims.

<b>Tel:</b> 010 005 4414 (Mon to Sat, 9am to 5pm)	<b>WhatsApp:</b> 082 741 2406	<b>Email:</b> info@lumkani.com
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### Step 2: Complain to the Hollard Insure Complaints Team

If your complaint is not resolved by Lumkani, please contact the Hollard Insure complaints team and they will do their best to find a solution to your complaint. If Hollard does not accept a claim or if you don't agree with the amount of the claim, you may ask them to review their decision within 90 days of the date that you received it.

<b>Postal address</b>	: Hollard Insure Complaints Team, The Hollard Insurance Company Limited, PO Box 87419, Houghton, 2041	
<b>Tel</b>	: 011 351 2200 (Weekdays between 8am and 5pm)	
<b>Email</b>	: hollardinsurecomplaints@hollard.co.za	

### Step 3: Complain to Hollard's Internal Adjudicator

If you are still unhappy after following the steps above, you may contact Hollard's Office of the Internal Adjudicator (OIA). The Internal Adjudicator will investigate your complaint objectively and independently.

<b>Tel:</b> 011 351 5652 (Weekdays between 8am and 5pm)	<b>Email:</b> oia@hollard.co.za	<b>Fax:</b> 011 351 0801
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### Step 4: Complain to the Ombuds

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

#### FAIS Ombud – Complaints on how this policy was sold to you

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

<b>Postal address</b>	: The FAIS Ombud, PO Box 41, Menlyn Park, 0063		
<b>Physical address</b>	: FAIS Ombud, Menlyn Central Office Building, 125 Dallas Avenue, Waterkloof Glen, Pretoria, 0010		
<b>Tel</b>	: 012 470 9080 or 012 762 5000	<b>Email</b>	: info@faisombud.co.za
<b>Fax</b>	: 012 470 9097 or 012 348 3447	<b>Web</b>	: <a href="http://www.faisombud.co.za">www.faisombud.co.za</a>



### Ombudsman for Short-term Insurance – Complaints on claims or anything else

The Ombudsman for Short-term Insurance provides a free and speedy complaints resolution process.

<b>Postal address</b>	: The Ombudsman for Short-term Insurance, PO Box 32334, Braamfontein, 2017		
<b>Physical address</b>	: No. 1 Sturdee Avenue, c/o Bolton & Baker Roads, First Floor, Block B, Rosebank		
<b>Tel</b>	: 0860 726 890 or 011 726 8900	<b>Email</b>	: <a href="mailto:info@osti.co.za">info@osti.co.za</a>
<b>Fax</b>	: 011 726 5501	<b>Web</b>	: <a href="http://www.osti.co.za">www.osti.co.za</a>

#### Step 5: Take legal action against Hollard

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

#### K. Combat insurance fraud

Fraud affects the insurance industry as a whole. It increases claims costs, which in turn increases premiums. Hollard is committed to prevent fraud and they have their own internal Anti-Fraud policy. Please report any suspicious or unethical activity anonymously by calling **0801 516 170 (toll free)** or via email at **Hollard@tip-offs.com**.

#### L. Your Sasria cover

Insurance companies do not provide cover against loss or damage caused by special risks such as politically motivated malicious acts, riots, strikes, terrorism and public disorders. The special risk insurer that provides cover for these kinds of events in South Africa is Sasria.

- Sasria SOC Limited (Reg. No. 1979/000287/30) is a Licensed Non-Life Insurer and an authorised Financial Services Provider.
- Hollard performs intermediary services and collects the Sasria premium. Hollard also issues Sasria's policy wording on behalf of Sasria and receives a fee of 12% of the Sasria premium in return for performing this function.
- Your Sasria premium is shown in **Section N: Client details and declaration**.
- Please note that there are some events that are not covered. You must read your Sasria Fire Policy wording for a full description of the cover provided and exclusions. Lumkani will send you this wording via SMS.

#### How to claim from Sasria

- You must report any protest action that puts your structure or contents at risk to the South African Police Service as soon as possible.
- All claims must be sent to Lumkani, and not to Sasria. Please call Lumkani to tell them of a claim as soon as possible after the event. Lumkani will tell you exactly what is needed to process your claim.
- All approved claims will be settled by Sasria, and not by Lumkani.
- Any item that Sasria decides is uneconomical to repair is referred to as salvage. Salvage is Sasria's property and they may sell it to cover their claims cost.

#### Sasria's contact details

<b>Postal address</b>	: Sasria SOC Limited, PO Box 653367, Benmore, 2010		
<b>Physical address</b>	: Sasria SOC Limited, 36 Fricker Road, Illovo, Sandton, 2196		
<b>Tel</b>	: 011 214 0800 or 0861 727 742	<b>Email</b>	: <a href="mailto:contactus@sasria.co.za">contactus@sasria.co.za</a>
<b>Fax</b>	: 011 447 8630	<b>Web</b>	: <a href="http://www.sasria.co.za">www.sasria.co.za</a>
<b>Compliance officer</b>	: Mr. Mziwoxolo Mavuso		

### M. Payment details (Fire cover)

This information forms part of your insurance policy with Hollard and your rental agreement with Lumkani.

5. **EFT or Bank Deposit:** If you want to pay your **Total monthly amount** directly into Lumkani's bank account, use these banking details.

LUMKANI'S BANKING DETAILS			
<b>Account holder</b>	Lumkani		
<b>Bank</b>	First National Bank	<b>Account number</b>	62525476546
<b>Reference</b>	Please use your <b>Identity number</b> or <b>cell number</b> as a reference		

6. **Debit order:** If you want to pay your **Total monthly amount** via a debit order, please provide your banking details. Note that the word **LUMKANI** will show on your SMS and bank statement.

DEBIT ORDER AUTHORISATION			
<b>Bank account holder</b>			
<b>Name of bank</b>		<b>Branch code</b>	
<b>Type of account</b>		<b>Account number</b>	
<b>Date of your first debit order</b>	dd/mm/yyyy	<b>Payment due date</b> (The day of every month that you would like to make payment)	dd
<p>Hollard has authorised Lumkani to collect premiums on its behalf in terms of a written agreement. This means that you authorise Lumkani, and not Hollard, to debit your account with the total amount every month on the payment due date.</p> <p>1. I authorise Lumkani to debit my bank account every month with the <b>Total monthly amount</b> on the <b>Payment due date</b> as shown in <b>Section N: Client details and declaration</b>, and with my first payment amount on the above <b>First payment debit order date</b> (if applicable).</p> <p>2. I understand that if a debit order is returned for any reason, Lumkani will not automatically debit my account again for the missed payment. I understand that:</p> <ul style="list-style-type: none"> <li>• For the first 24 months of my cover, I have two months' extra time to pay my outstanding amount.</li> <li>• The longer I stay a Lumkani client the more extra time I will have to my outstanding amount as explained in <b>Section I: Payment of your rental fee and insurance premium</b>.</li> <li>• I can pay the outstanding amount by any method, including asking Lumkani to debit my account again with the outstanding amount.</li> </ul> <p>3. I understand that if I do not pay my first <b>Total monthly amount</b> within two months that my Fire cover insurance policy and my Lumkani rental agreement will not start, and that I will have to return the Lumkani Fire Alarm.</p> <p>4. I understand that if my payment due date falls on a weekend or public holiday, Lumkani will debit my bank account on the first working day before, or after, the weekend or public holiday.</p> <p>Signed at _____ on this _____ day of _____ 20_____</p> <hr/> <p><b>Name and surname of account holder</b> _____ <b>Signature of account holder</b> _____</p> <p><b>Note:</b> If this authorisation was given telephonically, then your verbal acceptance serves as your agreement to the terms above and no physical signature is required on this document.</p>			

### N. Client details and declaration (Fire cover)

This information forms part of your insurance policy with Hollard and your rental agreement with Lumkani.

CLIENT DETAILS AND TOTAL MONTHLY AMOUNT					
Your details (the policyholder)	Name and surname				
	Cell number				
Your address (referred to as your risk address in your insurance policy)	Community name				
	House number				
	City				
Lumkani Fire Alarm barcode					
Have you ever been a Lumkani client in the past?		YES	Tick to select <input checked="" type="checkbox"/>	NO	Tick to select <input checked="" type="checkbox"/>
Policy start date	Your insurance cover only starts on the day that you pay your first <b>Total monthly amount</b> . You will receive an SMS with your policy start date.				
Insured value	The amount of the actual loss or damage up to a maximum of R40 000.				

Total monthly amount (incl. VAT)	Lumkani rental fee	Hollard premium	Sasria premium
R80.00	R43.10	R35.90	R1.00
Payment due date (The day of every month that you would like to make payment)			dd

Hollard Tax Invoice			
The Hollard premium and insured values are inclusive of VAT at 15%. This document, together with proof of premium payment, is an alternative to a tax invoice, debit note or credit note. SARS issued a ruling to this effect with reference to sections 20(7) and 21(5) of the VAT Act.			
Hollard's VAT number	4450117405	Your VAT number	

CLIENT DECLARATION	
(Sign this if you want to continue)	
<ol style="list-style-type: none"> <li>I understand that this document is both my rental agreement with Lumkani and my insurance policy with Hollard.</li> <li>I understand the terms of my Lumkani rental agreement and my Lumkani Fire Cover insurance policy with Hollard as explained to me by the Lumkani agent.</li> <li>I understand that I will receive the full Sasria Insurance Policy wording via SMS.</li> <li>I agree to the processing and sharing of my personal information as explained in <b>Section G: Your privacy</b>.</li> <li>I confirm that the information completed on this form is true and correct, whether this was completed by myself or by the Lumkani agent on my behalf.</li> <li>I did not sign any blank or partially completed forms.</li> </ol>	
Signed at _____ on this _____ day of _____ 20_____	
_____	_____
Client name and surname	Client signature
<b>Note:</b> If your application was captured telephonically, then your verbal acceptance serves as your agreement to the terms above and no physical signature is required on this document.	

## Dear customer...

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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](mailto:contactus@sasria.co.za) | [www.sasria.co.za](http://www.sasria.co.za)

## General terms and conditions

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### 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.

#### 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

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## 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	<p>In the case of Slabbert Burger vs Sasria, disturbance in a labour context was defined as “an overt disturbance of the public peace in defiance of authority, leading to physical damage”.</p> <p>Sasria will only consider a claim for loss or damage as a result of a labour disturbance if all four of the following elements are present:</p> <ul style="list-style-type: none"> <li>• A disturbance of the public peace;</li> <li>• Which happens openly, or which is clear upon observing;</li> <li>• In disobedience of authority; and</li> <li>• Which leads to physical loss or damage.</li> </ul>
Lockout	<p>According to section 213 of the Labour Relations Act (66 of 1995), a lockout means “the exclusion by an employer of employees from the employer’s workplace, for the purpose of compelling the employees to accept a demand in respect of any matter of mutual interest between employer and employee, whether or not the employer breaches those employees’ contracts of employment in the course of or for the purpose of that exclusion”.</p> <p>This definition may be amended by South African law from time to time.</p>
Looting	<p>To steal goods, typically during a riot, strike or civil commotion. Looting must take place during an event that Sasria covers.</p> <p>Sasria does not cover theft.</p>
Policyholder	<p>The person(s) or juristic entity in whose name the policy is issued.</p> <p>A policyholder could be:</p> <ul style="list-style-type: none"> <li>• A holding company and all its subsidiaries (as set out in the Companies Act, 61 of 1973); or</li> <li>• A subsidiary of the holding company; or</li> <li>• An entity other than a company; or</li> <li>• A person or persons.</li> </ul>

Public disorder	A riot or other civil commotion that gives rise to a serious risk to public safety, whether at a single location or resulting from a series of incidents in the same or different locations.
Riot	<p>In terms of case law, riot means the tumultuous disturbance of public peace by an assembly of three or more persons acting together in the execution of some private objective.</p> <p>Sasria will only consider a claim for loss or damage as a result of a riot, if all four of the following elements are present:</p> <ul style="list-style-type: none"> <li>• Three or more persons who have assembled with the same objective;</li> <li>• A tumultuous disturbance of the public peace;</li> <li>• Which leads to strife, violence or threats of violence; and</li> <li>• Physical loss or damage.</li> </ul> <p>In terms of this definition, Sasria does not consider the violent acts of three or more people who have different objectives as a riot.</p>
Strike	<p>According to section 213 of the Labour Relations Act (66 of 1995), a strike means "the partial or complete concerted refusal to work, or the retardation or obstruction of work, by persons who are or have been employed by the same employer or by different employers, for the purpose of remedying a grievance or resolving a dispute in respect of any matter of mutual interest between employer and employee, and every reference to 'work' in this definition includes overtime work, whether it is voluntary or compulsory".</p> <p>This definition may be amended by South African law from time to time.</p>
Terrorism	<p>The unlawful use of violence and intimidation, especially against civilians, in the pursuit of political aims.</p> <p>Please note that Sasria cover does not extend beyond the borders of South Africa. In other words, if terrorism happens outside the borders of South Africa, Sasria does not cover that. Furthermore, Sasria does not cover consequential loss emanating from any acts of terrorism.</p>

## 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 1976) 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.

# Lumkani cashback programme overview

## A. Welcome to Lumkani cashback programme

A cashback is our way of rewarding our debit order paying clients for their loyalty.

You will meet the criteria for your first cashback payment of R200 if all of the below apply:

- You have paid 24 rental payments by way of debit order
- You have had your policy for a minimum of 24 months

For every 36 months thereafter you will qualify for R300 if:

- You have paid 36 rental payments by way of debit order during this period
- You have had your policy active for a minimum of 36 months during this period

## B. Frequently asked questions

### 1. How will my cashback reward be paid to me?

We will use the account details noted on your rental agreement to pay your cashback reward.

### 2. What happens if I have a claim?

There is no impact on your Lumkani cashback, your cashback cycle will continue uninterrupted.

### 3. What happens if I or the Insurer cancel my policy, or the agreement lapses for any other reason and then I decide to join Lumkani again?

If your rental agreement or policy lapses your cashback cycle will re-start. No previous debit order payments will be considered for your new cashback cycle.

### 4. What happens if I have more than one Lumkani rental agreement?

Each agreement is considered separately for the cashback.

If each agreement meets the criteria for the cashback, then a cashback payment will be made for each agreement separately.

### 5. I am an existing client. Can I switch my current payment method to debit order to qualify for the cashback?

Yes!

Remember you will only qualify for the cashback after you have made 24 successful debit order rental payments. No other payment method can be counted towards the 24 payments except for payment by debit order.

### 6. I pay at the same time every month using Pay@/ EasyPay/ Bank deposit. Do I qualify for the cashback?

No. Switch to debit order as your payment method and qualify for the cashback.