



Classic and Collectibles Insurance Policy

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1. INTRODUCTION

The Insurers or SASRIA agree to indemnify you for loss or damage to the vehicle and liability arising therefrom as specified in the Schedule and occurring during the period of insurance. The means of compensation is subject to the discretion of the Insurers or SASRIA and may be made by means of payment, replacement, reinstatement or repair.

2. DEFINITIONS

This section deals with definitions of terms used in your Bryte Classic and Collectibles Policy.

You / your / the Insured	The Insured specified in the Schedule.
Insurers	The insurer, as stated in the Schedule.
SASRIA	SASRIA Limited, Registration Number 1979/000287/06, our designated supplier of special risks insurance within the Republic of South Africa as detailed in Section 10.
Bryte	Bryte Specialist Motor Proprietary Limited, Registration number 2019/162372/07 (FSP number 50459).
Intermediary	Refers to your agent or broker who introduced you to and arranged for the issuing of your Bryte Classic and Collectibles Policy.
Conditions	The conditions, exceptions, Schedules and endorsements of your Bryte Classic and Collectibles Policy.
Excess	The first amount payable by you. The excess schedule as attached to your policy specifies the amounts payable by you in the event of a claim. In some instances the excess will be deducted from the settlement of a claim by the Insurer. Where a claim is paid in advance of your having paid the excess, you will be required to refund the excess immediately.
Meaning of words	The Schedules and any endorsements thereto and your Bryte Classic and Collectibles Policy wording shall be read together and any word or expression to which a specific meaning has been given in any part thereof shall bear such meaning wherever it may appear.
Occurrence	An occurrence or series of occurrences arising from one cause in connection with any one vehicle or goods in respect of which your Bryte Classic and Collectibles Policy provides indemnity.
Period of Insurance	Means the period of cover as specified in the policy schedule and for which premium has been received and accepted by the Insurer.
Comprehensive Cover	Compensation for damage caused to the insured vehicle by theft, accident, fire or a range of other causes, as well as cover for third party damage for which you may be held liable.
Restricted Cover – Third Party Fire and Theft (TPFT)	If the cover stated in the Schedule is Third Party Fire and Theft (TPFT), cover under Sections 4 and 6 is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion, theft, hijacking or attempted theft or hijacking.
Restricted Cover – Third Party Only (TPO)	If the cover stated in the Schedule is Third Party Only (TPO), cover under Section 4 is cancelled.
Restricted Cover – Laid Up	If a vehicle described in the Schedule is laid up in a public or private garage and is out of use, the cover under Section 4 excludes on road cover.

Transit Cover Only	If the vehicle described in the Schedule is being transported to and from a venue on a designated trailer, cover under Sections 4 and 6 is limited to damage or loss occurring during loading and off-loading of the vehicle and damage or loss occurring during the transportation of the described vehicle.
Territorial limits	The policy covers any defined occurrence, loss, damage or liability caused whilst the vehicle is in the Republic of South Africa, Namibia, Botswana, Lesotho, Zimbabwe, Eswatini, Mozambique, Malawi and Zambia.
Total loss	A total loss results when the vehicle specified in the schedule is stolen and not recovered or where the cost of repairing it is not economically viable in relation to its agreed value.
Vehicle value	The insured value for each vehicle shall be the agreed value as per the valuation submitted from a reputable dealer, valuator or Club. The valuation must not be older than 2 (two) years at the time of inception of the policy. Should the most recent valuation be older than 2 (two) years at the time of a claim, the value reverts to reasonable market value.
Vehicles	Your Bryte Classic and Collectibles Policy covers veteran, classic and sports and collectable vehicles and motorcycles, including modified classic and sports vehicles and motorcycles.
Use	The policy covers the vehicle when used for private, domestic, pleasure and business purposes, but excludes vehicles used by sales representatives or for pool cars or any vehicles used to convey goods associated with the line of business.
Tracking System	A tracking and recovery system approved by Bryte.

3. OWN DAMAGE

What is covered under your Bryte Classic and Collectibles Policy:

3.1 Accidental Damage or Loss

The Insurer will indemnify you against loss of or damage to the vehicle described in the Schedule and its permanently fitted accessories and spare parts whilst fitted thereon. The maximum amount payable in respect of such loss or damage shall be the agreed value as stated in the Schedule.

3.2 Fire Extinguishing Charges

Fire cover is conditional upon there being a SABS approved 1kg (one kilogram) fire extinguisher kept in the vehicle at all times.

3.3 Named Driver

The policy shall be operative only whilst the insured vehicle is being driven by you, your spouse, any named driver specified in the Schedule or by a mechanic who is carrying out repairs or maintenance.

3.4 Restricted Mileage

Unless the Schedule is specifically endorsed to the contrary, usage of the vehicle is limited to 5,000 (five thousand) miles or 8,300 (eight thousand three hundred) kilometres per year calculated from the inception date of the policy and at each anniversary date thereafter. Once this limit is reached, extended mileage may be bought from the Insurer.

3.5 Locks and Keys

The Insurer will compensate you for the cost of replacing locks, keys, a single remote alarm controller and the reprogramming of any coded alarm system of the vehicle if the key or alarm controller has disappeared or you have reason to believe that an unauthorised person may be in possession of a duplicate key or alarm controller. Compensation will not exceed R10,000 (ten thousand Rand).

3.6 Wreckage and Debris Removal

The Insurer will pay for the reasonable expenses up to R10,000 (ten thousand Rand) of the sum insured, incurred by you in respect of clearing up and removing the debris and wreckage of the insured vehicle after an accident covered by your Bryte Classic and Collectibles Policy.

What is NOT covered under your Bryte Classic and Collectibles Policy:

- 3.7 Damage to tyres by application of brakes or punctures, cuts or bursts;
- 3.8 Damage to springs or shock absorbers due to impact with inequalities in the road or any surface;
- 3.9 Any subsequent damage if the vehicle is used after an accident before the necessary repairs have been carried out;
- 3.10 Detention, confiscation or requisition by customs or other officials or authorities;
- 3.11 The excesses as stated in the Schedule;
- 3.12 Loss or damage whilst the vehicle is being driven by or under the control of a person not named as a driver in the Schedule;
- 3.13 Wear and tear, mechanical or electrical breakdowns, failures or breakages; and
- 3.14 Depreciation which shall mean diminution in value whatsoever arising from damages sustained under this policy and continuing after the repair of such damage.

4. EXTENSIONS OF COVER

4.1 Malicious Damage

The Insurer will indemnify you against loss or damage directly occasioned by or through the deliberate or wilful or wanton act of any person committed with the intention of causing such loss or damage, excluding any damage arising out of theft, hijack or any attempt thereat.

4.2 Protection during Removal and Delivery

If the vehicle is disabled by loss or damage insured by this Section, the Insurer will pay the reasonable cost of:

- 4.2.1 protection and removal to the nearest competent repairer or place of safe storage;
- 4.2.2 delivery to the Insured's or the address noted in the Schedule, whichever is the lesser distance from the place of repair or place of safe storage.

4.3 Insured's Authority to Repair

If the vehicle is disabled by loss or damage insured by this Section, you may in the event of an emergency, give authority for repairs not exceeding R5,000 (five thousand Rand) to be executed without the prior consent of the Insurer, provided that a detailed estimate is first obtained and immediately sent to the Insurer.

4.4 Cherished Remains

You will have first option to purchase the salvage in the event that the vehicle is declared uneconomical to repair, on a tender basis.

Provided that the Insured forfeits this option to purchase the salvage in the event that at the time of a loss the vehicle is under-insured to the extent that the reasonable market value of the vehicle is more than 20% (twenty percent) in excess of the agreed value as stated in the Schedule.

4.5 Temporary Detached Parts

The Insurer will indemnify you against loss or damage to parts temporarily removed or detached from the vehicle.

Provided that:

- 4.5.1 the liability of the Insurer shall not exceed 10% (ten percent) of the agreed value of the vehicle as specified in the Schedule;
- 4.5.2 the parts have been removed or detached from the vehicle for the purposes of service or repair;
- 4.5.3 the parts are in the custody or control of the Insured or a recognised repairer and are kept in a locked private or public garage.

4.6 Territorial Limit Extension (if stated in the Schedule)

- 4.6.1 this policy is extended to include cover for vehicles whilst travelling in countries outside of the borders of South Africa, subject to written confirmation received in advance from the Insurer;
- 4.6.2 in respect of a claim following an incident in the extended territorial area, the cover does not include:
 - 4.6.2.1 parts stripped from the vehicle whilst unattended at the scene of the accident, or whilst in transit back to the Republic of South Africa;
 - 4.6.2.2 liability to third parties;
 - 4.6.2.3 costs incurred to return the vehicle back to the nearest South African border post will be the Insured's account;
 - 4.6.2.4 the Insured may, however, give instructions for temporary repairs up to R5,000 (five thousand Rand) of the vehicle sum insured for damage to the vehicle outside the Republic of South Africa, to enable the vehicle to be driven back to the Republic of South Africa;
 - 4.6.2.5 SASRIA cover is restricted to the Republic of South Africa only.
- 4.6.3 if following an incident, the vehicle is not returned to the Republic of South Africa and it is declared a constructive total loss outside the Republic of South Africa:
 - 4.6.3.1 the Insurer will settle the claim for the estimated cost of repairs or the agreed value, less:
 - 4.6.3.1.1 the first amount payable;
 - 4.6.3.1.2 the value of the salvage calculated on the basis of what would have been paid if the vehicle had been returned to a repair centre in the Republic of South Africa.
 - 4.6.3.2 an additional excess of 5% (five percent) of the claim will be applicable.

4.7 Repair Guarantee

The Insurer guarantees repairs made to the insured vehicle following an insured event, for a period of 12 (twelve) months from the date the release is signed by the Insured following the repair.

4.8 Increased Reinstatement Insurance

The insured may elect to repair the vehicle where such vehicle has been damaged beyond normal economical repair. Settlement of the claim will be handled on a reinstatement basis only, up to the original agreed sum insured less the applicable excess plus any additional amount as specified in the schedule.

5. LIABILITY TO THIRD PARTIES

What is covered:

5.1 Indemnity

The Insurer will indemnify you up to R5,000,000 (five million Rand) for all sums, including claimant's costs or expenses, which you may become legally liable to pay as a result of an accident caused by or through or in connection with the operation, including loading and unloading of the vehicle specified in the Schedule resulting in:

- 5.1.1 death of or bodily injury to persons but excluding passengers and any person in the employ of the Insured or members of the same household; and
- 5.1.2 loss or damage to property not owned by you, and/or in your custody, control or being transported by you.

5.2 Cross Liabilities

Where more than one Insured is named in the Schedule, the Insurers will indemnify each Insured separately and not jointly, and any liability arising between each Insured shall be treated as though separate policies had been issued to each, provided that the aggregate liability shall not exceed the limit of indemnity specified in the Schedule.

5.3 Rights to Representation

The Insurers shall at their discretion, be entitled to arrange for representation at any legal proceedings.

5.4 Towing of Vehicles

This section extends to cover liability while the Insured is towing a vehicle or trailer. The Insurers will not be liable under this section for damage to the towed vehicle, or trailer, or property thereon or therein.

What is excluded:

5.5 Liability to:

- 5.5.1 a member of the family normally residing with the Insured;
- 5.5.2 an employee, other than a domestic employee, injured or killed in the course of such employment;
- 5.5.3 a person who at the time of the occurrence is carried in or on a caravan, trailer or light delivery vehicle except whilst in the drivers cabin.

5.6 The Insurer will not be liable for damage to property that:

- 5.6.1 belongs to, or is held in trust by, or is in the custody of the Insured, or
- 5.6.2 is being transported in the insured vehicle.

5.7 Compulsory Third Party Damage

Claims in respect of any compensation or claim that falls within the scope of any compulsory third party enactment including the Road Accident Fund Act 1996 as amended prior to 1 January 2006 within the territorial limits of the policy. This exception shall apply notwithstanding that no insurance under any such enactment is in force or has been effected.

5.8 Excess

The first amount payable by the Insured as stated in the Schedule of excesses.

6. GENERAL EXCEPTIONS

Unless otherwise specifically covered, your Bryte Classic and Collectibles Policy excludes loss, damage, destruction, injury, liability, expense directly or indirectly related to, caused by, through, and in consequence of, resulting from, arising from or contributed by:

6.1 Assumed Liability

Liability you assume by agreement other than liability which would have arisen if such agreement had not been entered into.

6.2 Burden of Proof

If the Insurers allege that by reason of any of the above-mentioned clauses pertaining to “civil commotion, labour disturbances”, “war, invasion, mutiny”, “terrorism” of the listed exceptions, the incurred loss or damage will not be covered by your Bryte Classic and Collectibles Policy. The burden of proving the contrary will rest on you.

6.3 Compensation for War Damages

Any occurrences for which a fund has been established in terms of the War Damage Insurance and Compensation Act Number 85 of 1976 or any similar Act operative in any of the geographical areas to which your Bryte Classic and Collectibles Policy applies.

6.4 Control of an Act

The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in each of the definitions of “civil commotion, labour disturbances” and “war invasion mutiny” as mentioned above.

6.5 Insurrection (not applicable to SASRIA)

Insurrection, rebellion or revolution.

6.6 Mutiny

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 state of siege.

6.7 Nuclear Exclusion

Any loss or destruction of or damage to any vehicle whatsoever or any loss or expense whatsoever resulting or arising there from or consequential loss directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission. The indemnity provided by this policy shall not apply to nor include any loss, destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

6.8 Overthrow of an Authority

Any act or any attempt to perform 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.

6.9 Political or Economic Change

Any act or any attempt to perform 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.

6.10 Restriction of Use

The Insurers will not compensate you should your vehicle/s suffer loss or damage whilst being used for any of the following uses:

- 6.10.1 hiring;
- 6.10.2 carriage of passengers for hire or reward;
- 6.10.3 racing speed or other contests;
- 6.10.4 competitive rallies or trials;
- 6.10.5 carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry;
- 6.10.6 use for any purpose in connection with the motor trade;
- 6.10.7 conveying of any goods associated with the line of business or occupation;
- 6.10.8 use outside the relevant manufacturer's specifications.

In all circumstances the vehicle must be used in accordance with the description of use clause as specified in your Schedule. Failure to comply with the restriction of cover may result in claims being rejected.

6.11 Terrorism

Any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

An act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of in connection with any organisation or Government or any other person or body or persons committed for political, religious, ideological reasons or personal purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

6.12 War, invasion

War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.

6.13 Communicable Disease Exclusion

1. Notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of, attributable to, resulting from, originating from, occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1 for a Communicable Disease, or
 - 2.2 any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

- 3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).
5. All other terms, conditions and exclusions of the policy remain the same. If the Insurer alleges that by reason of this exclusion, any loss, damage or liability is not covered by this Policy the burden of proving the contrary rests on the Insured.

6.14 Property Cyber and Data Exclusion

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This exclusion supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions

4. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
5. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
6. Cyber Incident means:
 - 6.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - 6.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
7. Computer System means:
 - 7.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
8. Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

6.15 Sanctions clause

Notwithstanding any other terms under this insurance contract, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

7. GENERAL CONDITIONS

Your Bryte Classic and Collectibles Policy is subject to the following general conditions:

7.1 Application

The signing by you of a fully completed Proposal Form, which is the basis of this insurance contract.

7.2 Application of General Conditions

General conditions and exceptions apply to all sections of your Bryte Classic and Collectibles Policy but specific conditions, exceptions and endorsements override general conditions and exceptions. Any meaning given to a specific word or term will have the meaning when it occurs. Headings are for ease of reference only and must not be read separately from the text.

7.3 Arbitration

7.3.1 If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa.

7.3.2 Where any difference or dispute is in terms of paragraph (7.3.1) above to be referred to Arbitration, the award of the Arbitrator(s) shall be final and binding.

7.4 Breach

The conditions of your Bryte Classic and Collectibles Policy shall apply individually to each of the risks insured and not collectively to them so that any breach shall void the section only in respect of the risk to which the breach applies.

7.5 Cancellation

The Insurer may cancel your Bryte Classic and Collectibles Policy at any time by giving 31 (thirty-one) days' notice in writing (or such other period as may be mutually agreed). You may give immediate notice. Should you cancel the policy the Insurer shall be entitled to retain a pro rata premium for the period the policy or section has been in force, , unless cooling-off rights apply. On cancellation by the Insurer you shall be entitled to claim a pro rata proportion of the premium for the remainder of the period of insurance from the date of cancellation.

7.6 Change in Circumstances

Should there be any change in circumstance, which may affect the risk insured, it is your responsibility to notify Bryte or your intermediary in writing. Failure to do so may result in cancellation of cover or claims being found to be invalid due to the change in circumstances.

7.7 Compliance with Legislation

It is a condition precedent to liability that at the time of any event which may give rise to a claim in terms of any section of this policy, the vehicle and driver must comply with all relevant legislation, statutory requirements, regulations and/or enactments and amendments thereto.

7.8 Protection of Personal Information

We respect your constitutional right to privacy. We are committed to and bound by the terms and provisions of the Protection of Personal Information Act 4 of 2013 ("POPI") regarding the acquisition, usage, retention, transmission and deletion of your personal information. We will check and validate the information you provide through legal means. We have high level security measures in place to protect your personal information. Your personal information herein collected is for the primary purpose of providing you with insurance cover and for all

other activities and processes incidental to and relevant to this purpose. Your information shall be kept confidential, however, we shall disclose it to certain third parties as required and other insurers for the specific purpose of insurance and to reduce and prevent any form of fraudulent activity. Sharing of information includes, but is not limited to, information sharing as arranged via the South African Insurance Association. You hereby give consent and fully understand the reason for Bryte to process, use, share and retain your personal information for its designated purpose and you confirm the accuracy of the information. You may request Bryte to amend, update, change or correct your personal information processed by us by sending a request to your broker or your nearest Bryte offices.

For a full version of the Consent to process Personal Information is available on this link for download (<http://www.brytesa.com/forms/personal-information/>)

Should you decide to cancel this insurance contract you further consent to Bryte retaining the information in line with the legally permitted retention period, for statistical and reporting purposes only. Should you decide not to accept the proposal, the information collected, will be de-identified and only used for statistical and research purposes.

7.9 Currency, Interest and Delay

All premiums and claims will be paid in South African Rand. The Insurers will not pay any interest on a claim. The Insurers will not pay for any increased costs arising out of any delay in repairing, reinstating or replacing any loss or damage.

7.10 Custody of the Motor Trade

Your indemnity relating to the insured vehicle shall operate while such vehicle is in the custody of a member of the motor trade for the purposes of its overhaul, upkeep or repair, but exclude custody for the purpose of trade.

7.11 Vehicle Maintenance

The Insured shall take all reasonable steps to protect and maintain the vehicle in accordance with the roadworthy requirements of any legislation applying within the territorial limits. The Insurer will have access to examine the vehicle or any part of the vehicle at any time.

You have to, on an annual basis at the anniversary date of your policy, supply the Insurer with an updated valuation certificate as well as an AA Engineers report.

7.12 Endorsed Licenses (not applicable to SASRIA)

If during the period of insurance your licence or the licence of any of your drivers is endorsed, suspended, or cancelled; or you or your driver is convicted of negligent, reckless or improper driving, notification shall be sent in writing to Bryte as soon as you become aware of such endorsement or conviction.

Failure to advise us immediately could result in rejection of any claim or voiding of the policy in its entirety.

7.13 Excesses (not applicable to SASRIA)

Where these are specified in the Schedule you will be called upon to pay all compulsory and voluntary excesses as they relate to each and every claim.

7.14 Fraud

If any claim under this policy be in any respect fraudulent, or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if any accident, loss, destruction, damage or liability be occasioned by the wilful act or with the connivance of the Insured, all benefits under the claim shall be forfeited and the policy will be cancelled.

7.15 Hire Purchase or Lease Agreements

Where your vehicle is treated as a total loss following a claim under your Bryte Classic and Collectibles Policy and there is an outstanding amount due under any suspensive sale or similar agreement, payment will be made in the first instance to the financial institution involved.

7.16 Insurable Interest

You must have an insurable interest in the subject matter of this insurance. You must stand to benefit from the continuous, undamaged existence or to be prejudiced by its loss or damage or by any liability which may occur.

7.17 Insurer and SASRIA's rights in the event of a claim

7.17.1 Rights to Property

The Insurer or any person authorised by the Insurer, may take or keep possession of any damaged property and deal with it in any reasonable manner. The Insurer will not incur any liability or diminish any other rights the Insurer may have when doing so. You may, however, not abandon any property to the Insurer whether the Insurer has taken possession of it or not.

7.17.2 Legal Action

The Insurer may, for its benefit, take over and conduct the defence or settlement of any case and prosecute such case in your name. The Insurer will have full discretion in the conduct of any proceedings and in the settlement of any claim.

7.17.3 Subrogation

You must allow the Insurer to do anything that is necessary or that the Insurer may reasonably require, during the claims handling, to enforce any right the Insurer may have according to subrogation. The Insurer may require these things before or after the Insurer has settled a claim. The Insurer will pay for the reasonable expenses thereof.

7.18 Jurisdiction

Your Bryte Classic and Collectibles Policy is subject to the jurisdiction of the Republic of South Africa Courts only.

7.19 Maximum Liability (not applicable to SASRIA)

In all claims the sum insured or limit of liability in the Schedule shall be the maximum liability of the Insurer.

7.20 Mis-description, misrepresentation or non-disclosure

The Insurers or SASRIA may declare your Bryte Classic and Collectibles Policy, any section or item thereof void or cancelled if you mis-describe, misrepresent or do not disclose any material fact.

7.21 Non co-operation

Non co-operation in settling claims may result in your having to refund the Insurer all amounts paid in settlement of the claim.

7.22 Other Insurance

If, at the time of an event giving rise to a claim under your Bryte Classic and Collectibles Policy, insurance with any other insurer exists, covering you against the same events, the Insurer shall be liable to make good only its proportion of the amount payable by or to you in respect of such an event.

7.23 Premium Payment

7.23.1 Annual Policies

Your premium is due on or before inception date. Where your Bryte Classic and Collectibles Policy is being renewed, the Insurer may accept a premium tendered more than 15 (fifteen) days after the renewal date; however the Insurer is not obliged to do so.

7.23.2 Monthly Policies (if agreed by Bryte)

Premiums are payable on the due date (normally the first business day of the month) and the Insurer is obliged to give you a 15 (fifteen) day period of grace. The Insurer

will, however do all it can to retain your Bryte Classic and Collectibles policy by contacting your intermediary following the failed debit.

Should you stop a payment with a financial institution, the Insurer will automatically lapse your Bryte Classic and Collectibles policy from the date the debit was stopped.

If the first debit by Bryte is returned as unpaid for any reason, the policy will be treated as not taken up with effect from inception.

7.24 Prescription of Claims

The Insurer will not pay any claim after the expiry of 12 (twelve) months or such further time that the Insurer allow you after the date of the loss. A claim that is subject to pending legal action, arbitration or third party liability will continue to be dealt with.

7.25 Prevention of Loss

You or any other party who is covered by your Bryte Classic and Collectibles Policy must take all reasonable precautions and steps to prevent and minimise any loss.

7.26 Provisional Cover (not applicable to SASRIA)

If agreement has not been reached on the final premium due, the Insurer may consider the risk to be provisionally covered subject to settlement of the final premium and will not reject claims as a result.

7.27 Rejection of Claims

In the event that we reject a claim, you will have 90 (ninety) days during which you may negotiate or dispute the rejection. We will not pay any rejected claim, unless you claim payment by serving legal process on us within 180 (one hundred and eighty) days of the end of the negotiation period of 90 (ninety) days and you pursue such proceedings to finality.

7.28 Rights After Settlement

If the Insurer has settled a claim, and the lost property or any part of it is found, you must assist the Insurer to identify it and physically recover it. The Insurer will pay you the reasonable expenses for this assistance. If you refuse to assist the Insurer you will immediately repay all amounts of the claim.

7.29 Rights of Others

You will be the only person who is entitled to claim under your Bryte Classic and Collectibles Policy. You must make a claim where indemnity is granted to any other party and your receipt of payment will fully discharge the Insurer of its responsibility.

7.30 Schedule sums insured blank (not applicable to SASRIA)

If, in a Schedule of your Bryte Classic and Collectibles Policy, the sum insured, limit of indemnity or compensation is either left blank or has no monetary amount specified against it, or is reflected as nil, not applicable, not covered or no indemnity extended this means the defined event or circumstance shown in the Schedule is not insured by your Bryte Classic and Collectibles Policy.

7.31 Third Party Liability (not applicable to SASRIA)

Where cover is provided for liability to third parties, the Insurer may pay you the limit of liability, or any lesser sum for which the claim can be settled, and then regard the claim as settled.

7.32 Tracking devices and other precautionary devices (not applicable to SASRIA)

Where the Insurer requires an approved tracking device to be fitted to the vehicle or a discounted premium has been charged due to the fitting of such a device, the Insurer will insist that the following conditions are met, failing which theft cover will not apply:

- 7.32.1 At the time of the loss of the vehicle the tracking device was in working order and was subject to a current contract with an approved tracking and recovery service provider;

- 7.32.2 The tracking device had been maintained in accordance with the tracking and recovery service provider's instructions;
- 7.32.3 The device was activated immediately after the insured or driver of the vehicle became aware of the hijack or theft of the vehicle specified in the Schedule.

7.33 Amendment of policy terms and conditions

Bryte/the insurer (align to policy language) may, at its discretion and on providing you with a 31-day written notice to your Business's nominated email address, make changes to the terms and conditions of this Policy, as and when it deems necessary.

8. CLAIMS REPORTING PROCEDURES

It is a condition precedent to Insurer's liability that in the event of a claim, you act as follows:

- 8.1 In the event of a theft or hijack, as soon as the occurrence is known, Bryte must be notified as soon as possible, but not later than TWO WORKING DAYS after the occurrence.
- 8.2 Take all reasonable steps to recover the stolen property and to discover the guilty party.
- 8.3 Advise Bryte of any claim (other than theft, hijack, or a claim from a third party), as soon as possible from the time of the occurrence that may lead to a claim but not later than TEN WORKING DAYS after the occurrence.
- 8.4 Inform the police as soon as possible and in any event not later than 24 (twenty-four) hours following the accident or theft of property.
- 8.5 Complete a claim form as soon as is reasonably possible and provide Bryte with all material information as requested. The Insurers will be under no obligation to proceed with a claim if you do not provide, in full, the required information.
- 8.6 Provide Bryte with material proof, information, sworn declarations and any other documentation that the Insurers may require as soon as practicable.
- 8.7 Provide Bryte with the particulars of any other insurance that covers the same events as any section of your Bryte Classic and Collectibles Policy.

Immediately forward to Bryte any notice of a claim, communication, writ, summons or other legal process issued or commenced against you in connection with the occurrence.

9. COVER PROVIDED BY SASRIA

9.1 What is covered

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

- 9.1.1 any act (whether on behalf of any organisation, body, person, or group of persons) calculated or directed to overthrow or influence any State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
- 9.1.2 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;
- 9.1.3 any riot, strike or public disorder, or any act of activity which is calculated or directed to bring about a riot, strike or public disorder;
- 9.1.4 any attempt to perform any act referred to in clause 9.1.1, 9.1.2 or 9.1.3 above;
- 9.1.5 the act of any lawfully established authority in controlling, preventing suppressing or in any other way dealing with any occurrence referred to in clause 9.1.1, 9.1.2, 9.1.3 or 9.1.4 above.

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

SASRIA may at its option repair or replace such property or any part thereof or may pay in cash the amount of the loss or damage not exceeding the reasonable retail value of the property insured in the Schedule of this Policy subject always to Condition 7 of this Policy. If the property insured is the subject of a hire purchase or similar agreement and the seller or lessor (hereinafter referred to as the "Owner") is interested in any monies which would be payable to the Insured under this Policy in respect of loss of or damage to the property insured (which loss or damage is not made good by repair or replacement) such monies shall if so requested in writing be paid to the said Owner and/or to the Insured to the extent of their respective interests as long as they are interested in the said property, and their receipt shall be a full discharge of SASRIA in respect of such loss or damage. Save as herein expressly provided nothing herein shall modify or affect the rights and liabilities of the Insured or SASRIA under or in connection with this Policy or any condition or term thereof.

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

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

9.2 What is NOT covered

- 9.2.1 Consequential Loss from any cause whatsoever, depreciation of any nature which shall also mean diminution in value howsoever arising of the insured property consequent upon its having sustained damage insured against and continuing after the repair of such damage wear and tear and mechanical or electrical breakdown failure or breakage.
- 9.2.2 Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.
- 9.2.3 Loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of any War Damage Insurance and Compensation legislation.
- 9.2.4 Any loss or damage related to or caused by:
 - 9.2.4.1 war, invasion, act or foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - 9.2.4.2 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 state of siege;
 - 9.2.4.3 the act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with any occurrence referred to in clause 9.2.4.1 or 9.2.4.2 above.
- 9.2.5 Any claims arising out of any liability assumed by the Insured by agreement, unless such liability would have attached to the Insured in the absence of such agreement.
- 9.2.6 Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from

the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission.

The indemnity provided by this Policy shall not apply to nor include any loss, destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

9.3 Nuclear/Chemical/Biological Terrorism Exclusion

9.3.1 it is agreed that, regardless of any contributory cause(s), this insurance does not cover loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or Government(s), committed for political, religious, ideological or personal purposes or reasons including the intention to influence any Government and/or to put the public, or any section of the public in fear. If it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon/Policy the burden of providing the contrary shall be upon the insured.

9.4 Conditions

9.4.1 Claims Procedure

On the occurrence of any loss or damage the Insured shall as soon as reasonably possible give notice thereof in writing to the Insurer. The Insured shall give to the SASRIA Company all such proofs and information in connection with the claim as may reasonably be required.

9.4.2 Subrogation

The Insured shall at the request and at the expense of SASRIA do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by SASRIA for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which SASRIA shall be or would become entitled or subrogated upon its paying for or making good any loss or damage under the Policy, whether such acts or things shall be or become necessary or required before or after the indemnification by SASRIA.

9.4.3 Contribution

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

9.4.4 Precautions

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

9.4.5 Transfer

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

9.4.6 Arbitration

9.4.6.1 If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to Arbitration in accordance with the Arbitration laws for the time being in force in the Republic of South Africa, and at such place as SASRIA may determine.

9.4.6.2 Where any difference or dispute is in terms of paragraph 9.4.6.1 above to be referred to Arbitration the award of the Arbitrator(s) shall be final and

binding and the making of such award shall be a condition precedent to any right of action against SASRIA.

9.4.7 Limitation

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

9.4.8 Average

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

9.4.9 Total Loss of Property

If any vehicle described in the definition of "property" above be treated as a total loss by SASRIA then all cover in terms of this Policy shall terminate in respect of such vehicle from the date of such total loss and no refund of premium shall be payable to the Insured.

9.4.10 Premium

Notwithstanding that the Period of Insurance stated in the Schedule to this Policy may be less than 12 (twelve) months the minimum premium payable by the Insured shall be the full annual premium.

9.4.11 Validity

This Policy shall not be valid unless countersigned by the Nominated Insurer.

9.4.12 Alteration of Use of Property Insured

SASRIA shall not be liable in respect of any loss of or damage to the property if at the time of such loss or damage the property was being used by the Insured or any person acting with the knowledge of the Insured in any manner which would ordinarily have required the property to be insured in a higher rated category than that used for determining the premium shown in the Schedule.

9.4.13 Territorial Limitation

The cover is restricted to property within the Republic of South Africa and if the property is in Namibia temporarily, that is for not more than 60 (sixty) days.

9.4.14 Cancellation

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

9.4.15 Fraud

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

9.4.16 Misrepresentation

This Policy shall be voidable in the event of any material misrepresentation, misdescription or non-disclosure.

9.4.17 Reporting Claims to Authorities

All events which may give rise to a claim in terms of this policy must be reported to the South African Police as soon as reasonably possible.

9.5 Specific Conditions

If, during the currency of this section, any driver's license in favour of the insured or their authorised driver is endorsed, suspended or cancelled, or if he or they shall be charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the company immediately the insured have knowledge of such fact.

Notice supplied in addition to the Statutory Notice supplied with this Policy

Insurance policies are legal contracts entered into between the Insurance Company (we/us) and the Insured (you/your). The Intermediary (broker) used by you, as your agent and in terms of the Financial Advisers and Intermediary Services Act (FAIS), is obliged to bring to your attention all aspects of the insurance policy that affect the coverage purchased, both the positive and negative aspects.

Definitions

To assist all concerned, and in particular you, we have produced/reproduced various definitions utilised by us that could affect you in your understanding of the cover provided by this Policy in the General Definitions Section of the Policy.

These definitions are not a comprehensive list of all those used in this Policy, but we believe that they are of such a nature that we should bring them to your specific attention.

There are other definitions used in this Policy but we are confident that the broker is fully aware of definitions used in the South African Business insurance market upon which this Policy has been based.

These definitions do not necessarily appear in this Policy in the same order as they are listed.

Should you require any additional information, or explanation, as to the application of these definitions, or any aspect of this Policy, it is recommended that you contact the broker that arranged this Policy on your behalf.

However, we are always available to assist you should the need arise.



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