



# Prime

• South Africa

**Third Party PLUS**  
Car Insurance



Visit [prime.co.za](https://prime.co.za)

# Important Contact Numbers

## Head Office (Office hours)

- Customer Service and Claims **011 745 7800**
- Policy Purchases **086 022 2261**
- Complaints and Compliance **011 745 7820**

## Emergency Numbers (24 hours)

- Police **10111**
- Ambulance **082 911**
- Towing and Roadside Assistance **0861 782 876**



Save our Roadside Assistance contact details to your phone.



# Take control of your cover!

## Download the New Prime SA app today

- Register a claim online in minutes
- Get 24/7 emergency roadside help at the touch of a button
- Add optional benefits
- Manage your policy debit orders
- Get your Policy Documents





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Where any of the following words are used in this document, or in a related schedule or annexure, they will have the meaning given to them below:

| Policy Word                     | Meaning                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Betterment</b>               | The purpose of Insurance is to restore you to the same financial position you were in before the loss. If you end up in a better position after claiming, you must cover the cost of the improvements.<br>For example, if worn tyres are damaged in an accident, they will be replaced with new ones as part of the repair process. This makes you better off. In such cases, a Betterment amount is deducted from the final settlement. |
| <b>Business / Private Use</b>   | <b>Business Use</b><br>Your car is used as an essential part of your work or job duties e.g. used to attend client meetings.<br><b>Private Use</b><br>Your car is used for personal and social purposes, including commuting to and from your regular place of work.                                                                                                                                                                     |
| <b>Car</b>                      | The vehicle shown as 'Your Car' on the policy schedule.                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Commercial Use</b>           | Your car is used for commercial purposes as an income-generating tool, including but not limited to: <ul style="list-style-type: none"> <li>• Renting your car out for use by others for any purpose.</li> <li>• Using your car to carry passengers for payment, such as a taxi or e-hailing service (Uber / Bolt etc.).</li> <li>• Using your car to transport and/or deliver goods or packages for payment</li> </ul>                  |
| <b>Excess</b>                   | The excess is the amount of money that you will pay towards any claim made under this policy. Your policy schedule contains a list of excess amounts that may apply (either alone or in combination) when you claim.                                                                                                                                                                                                                     |
| <b>Family</b>                   | Includes you, your, or the regular driver's spouse, partner, co-habitant, sibling, parent, grandparent, cousin, uncle, aunt or fiancé of a family member. Spouse includes civil union, common law and traditional marriage partners.                                                                                                                                                                                                     |
| <b>Fraudulent Act</b>           | Any act by you (or any driver, or anyone acting on your behalf or associated with you) where inaccurate, incomplete, dishonest, false, fabricated, or exaggerated information is given to us.                                                                                                                                                                                                                                            |
| <b>Natural fire or disaster</b> | A naturally occurring fire (e.g. veldfire or forest fire), earthquake, lightning strike, flood or windstorm.                                                                                                                                                                                                                                                                                                                             |
| <b>Nominated Driver</b>         | A person listed in the Policy Schedule who is allowed to use the Car.                                                                                                                                                                                                                                                                                                                                                                    |

| Policy Word                     | Meaning                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Non-original spare parts</b> | Spare parts made by (or on behalf of) your car's manufacturer that do not necessarily carry the manufacturer's brand but fit your car and are safe to use. These may include good condition OEM parts recovered from other damaged cars or parts referred to in the Guidelines For Competition In The South African Automotives Aftermarkets as "similar," "equivalent," "equal matching," or "green". |
| <b>Off-road driving</b>         | Using your car for 4x4 track driving, trail driving, sand dune driving or any other driving away from a public road.                                                                                                                                                                                                                                                                                   |
| <b>Permission</b>               | Where a person has: <ul style="list-style-type: none"> <li>• Been given your express prior consent to use your car; or</li> <li>• Used your car on prior occasion/s; or</li> <li>• Has unrestricted access to your car's keys.</li> </ul>                                                                                                                                                              |
| <b>Rebuilt</b>                  | A car that was previously written off as a Code 3 or 3A that has subsequently been repaired and passed an official roadworthiness test.                                                                                                                                                                                                                                                                |
| <b>Road Hazards</b>             | Road damage and imperfections including but not limited to: <ul style="list-style-type: none"> <li>• Potholes</li> <li>• Missing tar or cement due to weather, erosion, damage or wear and tear</li> <li>• Damaged or unfinished road shoulder edges;</li> <li>• Screws, nails or other sharp objects like glass.</li> </ul>                                                                           |
| <b>Solid barrier line</b>       | Any painted no overtaking line, no crossing line, channelising line, double or single white lines, left or right edge line, yellow line or painted island that prohibits traffic from executing certain manoeuvres like overtaking, crossing, turning, U-turns etc.                                                                                                                                    |
| <b>Sum Insured</b>              | The relevant benefit amount shown in your policy schedule.                                                                                                                                                                                                                                                                                                                                             |
| <b>We / Us/ Our</b>             | The Insurer and its appointed intermediaries as shown in the Legal Notice within this document.                                                                                                                                                                                                                                                                                                        |
| <b>You/Your/ Insured</b>        | The policyholder (i.e. the owner of the policy who is responsible for payment of the premium) and includes any nominated driver/s of the insured car.                                                                                                                                                                                                                                                  |

## Standard Benefits

1 Third-Party Liability Cover

2 Own Car Cover

3 Riot and Strike Cover (SASRIA)



Use the online portal  
to manage your  
insurance.

Visit [prime.co.za](https://prime.co.za)  
and log in 



## 1. Third-Party Liability Cover

If you are at fault in a car accident, you could be held responsible for paying damages caused to the other person's car or property. This is called third-party liability.

- 1.1. We will cover you up to the sum insured for third-party liability where you damage a third-party's car or immovable property.
- 1.2. If you receive a summons, letter of demand, or other legal notice from (or on behalf of) a third-party, you must provide copies to us within 5 days of receipt, or your claim under this benefit may be rejected.

### Limitations and Exclusions

- 1.3. No benefits will be paid under this section if your own claim for damage to, or loss of your car is not approved.
- 1.4. If, after the approval of your own claim, new information shows that your claim falls under an exclusion, limitation, or condition of this policy, we reserve the right to reject the third-party claim.
- 1.5. This benefit does not cover a third-party's claim for:
  - 1.5.1. Bodily harm, injury, death, pain and suffering, emotional shock, disfigurement or shortened life expectancy.
  - 1.5.2. Items inside a third-party's car like laptops, mobile phones, tablets, electronics, handbags, clothes, GPS devices, etc.
  - 1.5.3. Non-Factory fitted items on a third-party car, for example, aftermarket fitted wheels, sound equipment, canopies, etc.
  - 1.5.4. Towing charges, rental expenses, or storage costs.

## 2. Own Car Cover

- 2.1. We will contribute a growing benefit amount (GBA) to the replacement or to help fix your car if it's damaged or a total loss due to:
  - 2.1.1. A car accident;
  - 2.1.2. A theft or hijacking attempt;
  - 2.1.3. A natural fire or disaster; or
  - 2.1.4. A hailstorm (up to R10,000).

- 2.2. We may decide (in our sole discretion) that your car is uneconomical to repair if repair costs, part costs, part availability, or any other related costs make it too expensive to fix.
- 2.3. If your car is a rebuilt, the value of this benefit is reduced by 25%.
- 2.4. Your GBA increases each month after you pay your premiums. Your chosen growth plan and the number of consecutive on-time payments determine the available GBA when you claim.

The table below shows how your GBA can grow:

| Consecutive Premiums Paid | Monthly Growth Plan |        |         |         |
|---------------------------|---------------------|--------|---------|---------|
|                           | R500                | R1,000 | R2,000  | R4,000  |
| 1                         | R500                | R1,000 | R2,000  | R4,000  |
| 2                         | R1,000              | R2,000 | R4,000  | R8,000  |
| 3                         | R1,500              | R3,000 | R6,000  | R12,000 |
| 4                         | R2,000              | R4,000 | R8,000  | R16,000 |
| 5                         | R2,500              | R5,000 | R10,000 | R20,000 |

Continues...



### Examples: Your GBA Cover

Mr M has a car accident and the damage will cost R15,000 to repair. Mr M's has an excess of R3,000.

**Scenario 1:** \_\_\_\_\_

At the time of the car accident, Mr M has paid 10 consecutive premiums on a GBA plan that grows by R1,000 per month. Therefore, Mr M's available allowance for repairs is R10,000. After the excess payment of R3,000, we will pay the next R10,000. The remaining R2,000 will also be for Mr M's account.

**Scenario 2:** \_\_\_\_\_

At the time of the car accident, Mr M has paid 12 consecutive premiums on a GBA plan that grows by R1,000 per month. Therefore, Mr M's available allowance for repairs is R12,000. Mr M must pay his excess of R3,000 and we will pay the remaining R12,000.

**Limitations and Exclusions :**

- 2.5. Any claim for hailstorm damage will be covered using your available GBA up to an overall limit of R10,000.
- 2.6. If your cover has lapsed, your GBA will restart from zero Rands unless:
  - 2.6.1. You have paid 6 or more consecutive premiums before the lapse; and
  - 2.6.2. You catch up your premium within 3 months.
- 2.7. If your cover is cancelled your GBA will return to zero Rands.
- 2.8. Any loss or damage that happens between the lapse or cancellation date and the reinstatement date will not be covered.
- 2.9. Any window and windscreen damage not directly caused by the accident will be excluded from the repair cost calculation.

### 3. Riot and Strike Cover (SASRIA)

- 3.1. Sasria SOC Ltd provides cover for accidental or intentional damage to your car caused by other people involved in a riot, strike, looting or similar public disorder event that has political, social or economic aims.
- 3.2. This cover is limited to events in the Republic of South Africa only.

For a full description of your SASRIA cover including applicable limitations and exclusions, please see the full Sasria wording here:



Enjoy our 24-month  
**Premium Guarantee\***  
when you don't claim.

## Optional Benefits

- 1 24-Hour Roadside Assistance Cover
- 2 Towing Cover
- 3 Car Hire Cover
- 4 Tyre and Rim Cover
- 5 Glass Cover
- 6 Additional Drivers Cover



It's our way of  
saying *Thank You*  
for driving safely







Selected optional benefits are reflected on your Policy Schedule. Where optional benefits are added to your policy after purchase, cover in terms of those added optional benefits will only take place after the payment of your next monthly premium and subject to any benefit waiting periods.

## 1. 24-Hour Roadside Assistance Cover

- 1.1. This policy includes the following 24-hour roadside assistance benefits:
  - 1.1.1. Changing of a flat tyre if you have a spare.
  - 1.1.2. Jump starting your car in the event of a flat battery.
  - 1.1.3. Delivery of 10 litres of fuel if your car’s tank is empty (fuel cost at your own expense).
  - 1.1.4. Telephonic assistance to arrange a locksmith if you lock your keys in your car (locksmith cost at your own expense).
  - 1.1.5. Relaying messages to family via the 24-hour Contact Centre.



### Limitations and Exclusions

- 1.2. All roadside assistance benefits are only available when arranged through our 24-hour Contact Centre or via the **Prime SA Mobile App**.
- 1.3. The following limitations apply to the roadside assistance benefits:

|                                                                                                                                                                 |                                                                                                                                                             |                                                                                                                                                                   |                                                                                                                                                             |                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Fuel Delivery</b></p> <p>2 Incidents a year<br/>Call-out fee only</p>  | <p><b>Jumpstart</b></p> <p>2 Incidents a year<br/>Call-out fee only</p>  | <p><b>Tyre Assistance</b></p> <p>2 Incidents a year<br/>Call-out fee only</p>  | <p><b>Locksmith</b></p> <p>Unlimited<br/>Telephonic assistance only</p>  | <p><b>MessageRelay</b></p> <p>Unlimited<br/>Telephonic assistance only</p>  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|

## 2. Towing Cover

- 2.1. If your car is undriveable after an accident, we'll tow it from the scene to our nearest approved facility.
- 2.2. If your car breaks down, we'll tow it to the nearest place of safety.
- 2.3. If you need transport from the accident scene we will either:
  - 2.3.1. Arrange it for you through our 24-hour Contact Centre and cover any costs up to 40 kilometres from the departure point; or
  - 2.3.2. Reimburse you directly (up to R500) for any transport costs actually incurred. Proof of your expenditure will be required.
- 2.4. Cover is subject to the plan you choose:

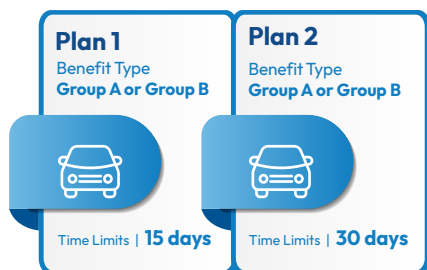
|                                                                                                                                                             |                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Standard Extension Plan</b><br/>Plan 1</p>  <p>1 Tow per annum</p> | <p><b>Executive Extension Plan</b><br/>Plan 2</p>  <p>2 Tows per annum</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|

### Limitations and Exclusions

- 2.5. Towing due to breakdown is limited to:
  - 2.5.1. A 60-kilometre round trip from the dispatch point.
  - 2.5.2. Towing costs only (storage costs are excluded).
- 2.6. Any towing not arranged through our 24-hour Contact Centre or via the **Prime SA Mobile App** will not be covered.
- 2.7. We do not cover any towing or storage costs where your claim is not approved.

## 3. Car Hire Cover

- 3.1. After registering a claim for Total Loss or for Repairable Damage, you will receive either:
  - 3.1.1. A rental car through one of our approved providers, or
  - 3.1.2. A transportation allowance equal in value to us providing a rental car.
- 3.2. Cover includes:
  - 3.2.1. Unlimited mileage;
  - 3.2.2. Liability waiver as per the car rental agreement;
  - 3.2.3. Waiver of airport surcharges and tourism levy; or
  - 3.2.4. Delivery and collection within 25 kilometres from our nearest car hire provider.
- 3.3. Cover is subject to the plan you choose:



### Conditions

- 3.4. The decision to offer car hire or alternatively a personal transportation allowance is at our sole discretion.
  - 3.4.1. If a transportation allowance is provided, we will pay you directly based on the time limits, daily car hire rates, repair time, and cover limits.

- 3.5. You must use your credit card to pay any deposit or fees not covered by this cover.
- 3.6. It is your responsibility to return the hired car prior to the expiry of the time limit of the selected plan or within 24 hours of:
  - 3.6.1. Your car's repairs being completed.
  - 3.6.2. Your Total Loss claim being settled.
  - 3.6.3. You withdrawing your claim.
  - 3.6.4. Your claim being rejected. In these cases, we reserve the right to recover our costs incurred in providing the rental car or travel allowance.

### Limitations and Exclusions

- 3.7. This benefit only applies to you and the regular drivers listed on your policy.
- 3.8. Car hire will not be extended beyond the selected plan's maximum days due to any delays, including part delays or repair delays.
- 3.9. You are responsible for any:
  - 3.9.1. Deposits, running costs, traffic fines, additional charges and fees.
  - 3.9.2. Penalties for late returns or delivery/collection beyond 25 kilometres.
  - 3.9.3. Loss or damage to the rental car; and
  - 3.9.4. Loss or damage caused to another person or property whilst driving the rental car.
- 3.10. This cover is not available after a mechanical failure or during the servicing of your car.

## 4. Tyre and Rim Cover

- 4.1. We will pay for the repair or replacement of tyres and the repair of rims that are damaged by **road hazards**, up to the maximum limits of the plan selected:

|                             | Option 1         | Option 2         | Option 3         | Option 4          |
|-----------------------------|------------------|------------------|------------------|-------------------|
| <b>Tyre Benefits</b>        |                  |                  |                  |                   |
| Maximum benefit per claim   | R1,000.00        | R2,000.00        | R3,000.00        | R5,000.00         |
| Annual benefit limit        | R2,000.00        | R4,000.00        | R6,000.00        | R10,000.00        |
| Annual claim limit          | 2                | 2                | 2                | 2                 |
| <b>Rim Benefits</b>         |                  |                  |                  |                   |
| Maximum benefit per claim   | R400.00          | R500.00          | R600.00          | R700.00           |
| Annual benefit limit        | R800.00          | R1,000.00        | R1,200.00        | R1,400.00         |
| Annual claim limit          | 2                | 2                | 2                | 2                 |
| <b>Overall Annual Limit</b> | <b>R2,800.00</b> | <b>R5,000.00</b> | <b>R7,200.00</b> | <b>R11,400.00</b> |

### Limitations and Exclusions

- 4.2. Cover begins 30 days after we receive your first premium payment for this cover.
- 4.3. We will not cover you for:
- 4.3.1. The replacement of rims.
  - 4.3.2. Lost or stolen tyre/s and/or rim/s;
  - 4.3.3. Re-treaded tyres;
  - 4.3.4. Damage to tyres and/or rims arising from scuff marks, cosmetic scratches or dents and normal wear and tear; or
  - 4.3.5. Loss or damage that was due to a deliberate or malicious act.

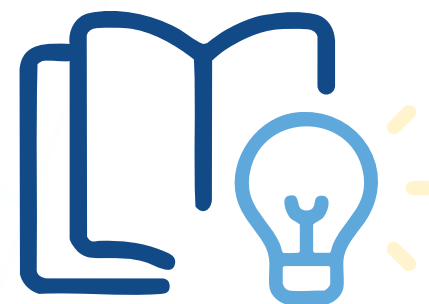
## 5. Glass Cover

- 5.1. If your car's front or rear windscreen is accidentally damaged and impairs driver visibility or roadworthiness, we will repair or replace it up to R3,500.
- 5.2. To qualify for this benefit, it must be shown that:
- 5.2.1. The windscreen is cracked, clouded, or defective, affecting the driver's view.
  - 5.2.2. Cracks in the front windscreen obscure the driver's view.
  - 5.2.3. Cracks weaken the windscreen's structural integrity, as determined by an approved repairer.
  - 5.2.4. You can register a maximum of two claims per year.

## 6. Additional Drivers Cover

- 6.1. You can nominate up to 2 additional drivers who are allowed to use your car at no extra cost. If you want to nominate more than 2 additional drivers, you can add the optional Additional Drivers Cover.
- 6.2. All additional drivers will be listed on your Policy Schedule and enjoy the same cover and benefits as you.

# Need some Pro Tips?



Check out our guide on safe driving and a smooth claiming experience.

## How to Claim

- 1 What to do After an Incident
- 2 Claim Registration Process
- 3 Expected Timeframes
- 4 Assessment of Damages
- 5 Repair Process and Conditions
- 6 Settlement of Claims
- 7 Recovering our Losses (Subrogation)



## 1. What to do After an Incident

- 1.1. Within the first 48 hours following an incident, please follow these steps to ensure you keep your right to claim:
  - Report the incident to the South African Police Services and get a Case Number;
  - Register a claim with us by:
    - Using the **Prime SA Mobile App** or Customer Portal;
    - Calling **011 745 7800**; or
    - E-mailing [claims@prime.co.za](mailto:claims@prime.co.za)
  - Take many clear photos of your damaged car (if it wasn't stolen or hijacked), any other cars, people or objects involved, and the accident scene from a good distance and multiple angles. Also, collect the names and phone numbers of all people involved including any witnesses.
- 1.2. You must ensure that when claiming, you provide honest, accurate and complete information to us about the circumstances leading to the loss.
- 1.3. Reporting the incident late may affect our ability to evaluate your claim and could result in its rejection.
- 1.4. Do not make or accept any statements, offers, promises, payments, or agreements about the incident or loss without our written consent. It could harm our position and lead to your claim being rejected.
- 1.5. If you are not seriously injured, do not abandon your car or the scene of the accident until traffic and law enforcement officials have cleared the scene. Abandoning the scene can harm our position and lead to the rejection of your claim.
- 1.6. Do not take your car to a panel beater or motor body repairer for assessment or repair without first registering your claim with us. We will instruct you further on where to take your car for assessment and repair. We will not accept any assessments from non-approved repairers and we will not cover any repair work not authorised by us.

## 2. Claim Registration Process

- 2.1. Complete the claim forms accurately. Provide all requested documents, proof, information and affidavits within 48 hours of our request.
- 2.2. When claiming, you may be required to prove:

- 2.2.1. That you are the registered owner of your car;
- 2.2.2. How much you paid for it;
- 2.2.3. The condition you bought it in (particularly where your car was previously damaged); and
- 2.2.4. Proof of any repair work done on your car after purchase.
- 2.3. You permit us (and/or our authorised representatives) to investigate your claim and to take possession of your car, handling it as we see fit.
- 2.4. Your claim may be closed and all cover forfeited if, you do not co-operate with:
  - 2.4.1. Our reasonable requests, including but not limited to, fully answering our questions and submitting all forms, affidavits, statements and documentation requested; or
  - 2.4.2. Our appointed attorneys, assessors, or investigators.
- 2.5. If your stolen or hijacked car is found before or after we've paid your claim, then you agree to help us identify and recover it.

## 3. Expected Timeframes

- 3.1. We'll keep you updated on your claim's progress at least every 14 days.
- 3.2. We will respond to routine information requests within 7 days.
- 3.3. If we need more information or plan to perform additional investigative work, we'll inform you within 14 days of registering your claim.
- 3.4. Once we have completed our validation, we'll either accept or reject your claim and notify you within 10 working days.
- 3.5. Once we confirm the correct payee and have received the relevant authorisation from you including specifying the final quantum, we will pay the claim within 14 days.
- 3.6. If any circumstances make the time-frames impractical, we will update you within a reasonable period.
- 3.7. If you show financial hardship due to the event causing the claim, we will do our best to fast-track the assessment, decision-making, or payment of the claim, where possible.

## 4. Assessment of Damages

- 4.1. We will determine the current value (**sum insured**) of your car from reputable independent sources, considering its age, mileage, and condition.
- 4.2. We will assess the nature and extent of damages sustained by your car. In our sole discretion, we may declare your car a write-off if the costs and duration of repairs, parts availability, and other associated costs make it uneconomical to repair.
- 4.3. When appropriate, we may include the cost of good condition, **non-original spare parts** and/or SABS approved automotive glass in our assessment of the repair cost.
- 4.4. If your car is still under the original manufacturer's warranty, we will follow the Guidelines For Competition In The South African Automotives Aftermarkets or similar industry guide when assessing and repairing your car. This means:
  - 4.4.1. We will use original spare parts for repairs; or
  - 4.4.2. With your consent, we may use a mix of original and **non-original spare parts**.
- 4.5. If your car is no longer under the original manufacturer's warranty, we reserve the right to use **non-original spare parts** in our sole discretion when assessing and repairing your car.

## 5. Repair Process and Conditions

- 5.1. If you repair your car before your claim is approved and/or without our prior authorisation, you will be responsible for all repair costs and this may impact the outcome of your claim.
- 5.2. Where your claim for repairs has been approved:
  - 5.2.1. We will arrange for repairs to be performed by one of our preferred repairers.
  - 5.2.2. If a preferred repairer is not available in your area, you can suggest any panel beater that is SAMBRA, RMI, or similarly affiliated. We will let you know which of your suggested repairers to use. This helps to ensure that repairs are done to an appropriate standard and that your car will be restored to its condition before the loss, but we do not guarantee this.

- 5.3. If you refuse to make use of one of our preferred repairers:
  - 5.3.1. We do not guarantee the quality of any repair work performed and cannot guarantee whether the parts used hold a warranty;
  - 5.3.2. You agree that you cannot hold us responsible for any repair work performed on your car that is not to your satisfaction; and
  - 5.3.3. You agree that our obligation to you is limited to the amount that our preferred repairer would have charged to repair your car.
- 5.4. When car parts need to be replaced:
  - 5.4.1. We will ensure safe repairs by following fair practices.
  - 5.4.2. If parts are unavailable and delay the repair, we will not compensate you for any inconvenience, financial loss, or liability caused by the delay.
- 5.5. All repair work must start within 60 days of our authorisation. If repairs are delayed by you, we will only pay the agreed amount as of the approval date, and you will cover any extra costs.

## 6. Settlement of Claims

- 6.1. We may choose to settle your claim by repairing your car or by paying the approved amount in cash.
- 6.2. Following the approval of your claim, you must:
  - 6.2.1. Pay the applicable excess amounts into the bank account specified by us.
  - 6.2.2. Consent to the settlement of your claim, by signing the agreement of loss for total loss claims, or by booking your car in for repairs.
  - 6.2.3. Payments for repairable damage will be made directly to our approved repairer / supplier and not to you.
  - 6.2.4. Payments for total loss claims will be made directly to the account from which the policy premium is paid, unless another party's interest is noted on the policy (e.g. a car financier or credit provider). If your car is financed or under a similar credit agreement, we may pay the credit provider directly, but we will notify you first.
- 6.3. The maximum compensation we provide will be the insured value, less the following deductions:
  - 6.3.1. Any excess amounts owing; and
  - 6.3.2. Any **betterment** items resulting in an improved position for you.
- 6.4. Claims will be paid via Electronic Funds Transfer (EFT).
- 6.5. If your car is a total loss and we approve your claim, we have the right to take possession and ownership of the salvaged or recovered car.
- 6.6. Where an accident involves a third-party who is potentially partially or fully to blame, we will attempt to recover our loss including any excess amounts paid by you. To the extent that we are successful in recovering more than our own loss, we will repay your excess either partially or in full.
- 6.7. If at the time of a car accident your car is also insured by another insurer, we will pay our portion of the loss (up to policy limits) provided your claim is approved.
- 6.8. If your car's tyre damage isn't covered by this policy, or the repair cost is less than your excess, you must promptly repair it to a roadworthy condition. Failure to do so will make the damage pre-existing and not covered in future claims.

## 7. Recovering our Losses (Subrogation)

- 7.1. When we settle your claim, your right to pursue the recovery of costs and/or damages from others is transferred to us. This means that we have the right to defend or settle a claim in your name.
- 7.2. You are required to do whatever is necessary or reasonable to help us pursue recovery or to defend a claim, both before and after we pay you. If you don't help us, you might lose your policy benefits or may have to repay any benefits you've already received.
- 7.3. After an incident that might lead to a claim under this policy, we (or our authorised representatives) have the right to manage the defence, settlement or proceedings of arising claims, without assuming your liability and without affecting our rights. We have full control over all such legal recoveries, proceedings and settlement decisions.
- 7.4. We can choose to stop handling the defence, settlement, or proceedings of claims relating to this policy at any time and instead pay you an amount in full and final settlement. After that, you will be responsible for handling the matter to completion including any further costs.
- 7.5. Any payments or settlement amounts received from legal action we initiate will be received directly by us. If we recover more than our losses and costs, we'll refund the excess portion to you.
- 7.6. We are not obliged to recover from third parties, but if we do, we will need your full cooperation to supply all relevant information and assistance reasonably required.
- 7.7. For any part of this policy covering your liability to third-parties, we can pay you up to the indemnity limit or a smaller amount (as agreed) to settle the claim. After this payment, we won't be responsible for any further costs or liabilities related to that incident.

## Exclusions

It's important to know what is excluded from your cover. This section provides the list you should know about.

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This section explains the various situations under which no cover is provided in terms of this policy.

### 1. Policy Conditions Not Met

No cover is provided when:

- 1.1. The events giving rise to the loss are not covered by the policy;
- 1.2. Your premium is not paid;
- 1.3. Your photos of your car are not received and accepted;
- 1.4. Your car is driven outside of the borders of South Africa;
- 1.5. You drive your car without a driver's license;
- 1.6. You do not exercise the required duty of care;
- 1.7. You use the car for **commercial purposes**; or
- 1.8. A non-nominated driver uses your car.

### 2. Pre-existing Damages

No cover is provided for any pre-existing damage.

### 3. Lack of Maintenance or Unroadworthy Cars

No cover is provided for damage or loss caused directly or indirectly by any of the following:

- 3.1. Lack of maintenance or repairs;
- 3.2. Use of the wrong fuel type;
- 3.3. Mechanical or electrical failures;
- 3.4. A known fault that was not repaired or was poorly repaired;
- 3.5. A fire originating from inside your car, regardless of the cause;
- 3.6. Use of your car when it's not in a roadworthy condition (according to road traffic laws).
- 3.7. Use of your car whilst it has worn-out tyres, faulty brakes, faulty steering or malfunctioning lights.

### 4. Dangerous Circumstances

No cover is provided if, at the time of the incident or just before it, you were found to have used your car:

- 4.1. For off-road driving, driving lessons, or to tow another car;

- 4.2. While on duty as a security guard, community policing forum member, armed response unit, police officer, army unit or a similar job;
- 4.3. To race another car or on a racetrack;
- 4.4. To carry on business as a car trader; or
- 4.5. To transport a hitchhiker or unknown person.

### 5. Tyre Damage and Road Hazards

No cover is provided for:

- 5.1. Damage solely to tyres, rims, wheel alignment, or suspension.
- 5.2. Damage caused by road hazards.

### 6. Specific Behavioural Exclusions

We will not cover any claim for loss or damage, regardless of any intervening events or factors, if at the time of the incident, or immediately prior to it, you:

- 6.1. Exceeded the speed limit by more than 20km/h;
- 6.2. Failed to adhere to visible road traffic signs, road markings, **solid barrier lines** or traffic lights;
- 6.3. Failed to stop at a stop sign or at an intersection where the traffic lights are not working;
- 6.4. Stopped or parked your car illegally and by doing so placed your car at unnecessary risk of loss or damage;
- 6.5. Left the scene of an accident unlawfully; or
- 6.6. Were under the influence of alcohol, drugs, or medication (unless prescribed by a doctor) while driving, even if not tested or convicted.

### 7. Damage Caused By People You Know

- 7.1. No cover is provided if you invite someone into your home or car who causes any loss or damage to your car.
- 7.2. If a family member damages or loses your car while using it with your **permission**, the full terms and conditions of this policy will extend to them including any exclusions. See the **Limited Driver Policy section**.
- 7.3. No cover is provided for any loss or damage to your car caused by a domestic dispute involving you or anyone you know.

## 8. Flooded or Waterlogged Roads

No cover is provided if you drive through or attempt to drive through a flooded or waterlogged road and the only damage to your car is water damage to your car's engine, mechanical or electrical systems.

## 9. Damage Covered Under Guarantees and Warranties

No cover is provided for damage, loss or other events still covered by a manufacturer's or dealer's guarantee or warranty.

## 10. Performance Enhancements and Upgrades

No cover is provided for damage or loss caused directly or indirectly by any of the following:

- 10.1. Performance or other upgrades to your car's engine, transmission, electronics or any other system (e.g. sound system); or
- 10.2. Non-factory fitted parts.

## 11. Car Contents and Accessories

No cover is provided for:

- 11.1. Stolen or lost contents left in your car such as electronic devices, clothing, sports equipment, wallets, handbags, money or any other similar items.
- 11.2. The repair or replacement of wheels or tyres or faulty electronic equipment or devices.

## 12. Resultant and Consequential Damage or Loss

- 12.1. You will not be covered for resultant loss or damage:
  - 12.1.1. If you continue driving your car after an accident; or
  - 12.1.2. If your car is towed by a vehicle that does not meet the towing requirements of the National Road Traffic Act 93 of 1996.
- 12.2. You will not be covered for consequential loss or damage for the following:
  - 12.2.1. Loss of income or assets;
  - 12.2.2. Depreciation or changes caused by natural causes;
  - 12.2.3. Depreciation in your car's value from repairs or otherwise; or
- 12.3. You will not be covered for damage caused by wear and tear, rust, corrosion, mildew, moths, vermin, insects, gradual operating causes, dyeing, cleaning, renovating, light, or atmospheric conditions.

## 13. Acts of Fraud, Misrepresentation, Misdescription or Omission

No cover is provided for any losses or damage if you (or anyone on your behalf) omit material information or submit a fraudulent, dishonest, misrepresented, or inflated claim. In such cases, we will reject the entire claim and may at our discretion:

- 13.1. Not refund any premiums paid;
- 13.2. Cancel the policy retroactively to the earliest of the reported incident dates or the actual incident date;
- 13.3. Investigate and/or institute legal proceedings;
- 13.4. Notify the South African Insurance Crime Bureau ("SAICB") of the fraud and cancellation of cover and the reason; or
- 13.5. Notify the relevant credit bureaus.

## 14. Willful Misconduct and Unlawful Acts

Willful misconduct by you (or anyone acting on your behalf) including but not limited to:

- 14.1. Unlawful behaviour or activity by you at the time of or immediately prior to the incident, including violating established rules about safely driving a car, road use and driver fitness;
- 14.2. Loss or damage arising from your car being left unlocked and/or unattended for any period; or
- 14.3. Loss or damage arising from an attempted exchange, sale or test drive of your car.

## 15. War, Riot, Terrorism and Nuclear Risk

No cover is provided if your car is damage or lost because of:

- 15.1. Strikes, civil commotion, looting, labour disturbances, military action, war or invasion, martial law, rebellion against authority, revolution, acts of terrorism and any acts violating the law.
- 15.2. Ionising radiation or radioactive contamination from nuclear fuel, nuclear material, fission, fusion, or radiation, nuclear explosives or weapons, nuclear waste.

## 16. Confiscation or Attachment

No cover is provided if your car is damaged or lost because of legal actions like detention, seizure, confiscation, forfeiture, impounding, or requisition by customs, SA Police Services, crime prevention units, or other authorised officials.

# Policy Conditions

- 1 What We Expect from You
- 2 What You Can Expect from Us



## 1. What We Expect from You

To ensure your claims are honoured, you must comply with the terms, conditions, and exclusions of this policy.

### 1.1. Commencement and Reinstatement of Cover Rules

- 1.1.1. Your policy is activated when you pay your first monthly premium and stays active by paying your premiums on time each month.
- 1.1.2. Your cover is only fully available after we have received and accepted the eight required photos of your car.
  - a. Without these photos, you will have no cover for damage or loss if we cannot independently verify the condition of your car immediately before the loss.
  - b. Where there is no cover for a specific incident due to photos not being received, you are not entitled to a premium refund.
  - c. You can send the required photos using the [Prime SA Mobile App](#), WhatsApp at 078 669 4947, or email at [photos@prime.co.za](mailto:photos@prime.co.za).
- 1.1.3. If your cover lapses due to non-payment, to reactivate it you must pay your next premium and send us an updated set of photos

### 1.2. Premium Payment Rules

- 1.2.1. Paying the premium indicates that you accept the terms and conditions of this policy, and your authorisation for us to collect the premium each month on the agreed date.
- 1.2.2. Unless agreed otherwise in writing, your monthly premiums must be paid via debit order or alternatively by deduction from your salary (if you are a government employee) through the PERSAL system.
- 1.2.3. We will debit your account on the date specified in the policy schedule.
- 1.2.4. If the due date falls on a weekend or public holiday, you authorise us to collect the premium on the preceding business day.
- 1.2.5. If a premium is not received on the due date, a 15-day grace period is provided to catch up the payment. During this grace period, you must make payment via electronic funds transfer.

- 1.2.6. The 15-day grace period does not apply to your first premium payment and to the first premium payment after a missed premium.
- 1.2.7. If you have not made payment during the 15-day grace period your cover will lapse. To help ensure your cover continues, we will try debit your account again on the last day of the grace period.
  - a. If the re-debited premium is collected, your cover will remain active.
  - b. If the re-debited premium is not collected, your cover will lapse, and all benefits will cease. In addition, your GBA will reset.
- 1.2.8. Any bank charges for these transactions will be your responsibility.
- 1.2.9. If a debit order is intentionally reversed, we will consider the cover cancelled immediately, and the 15-day grace period will not apply. You may reinstate the cover at any time, but all excesses will reset.
- 1.2.10. If you reverse or dispute a premium for a prior month and the current premium is successfully collected (“premium cycling”), we will redirect your current month funds to cover the reversed or disputed payment.
  - a. This will make the current premium reflect as unpaid, and you will have 15 days to make a catch-up payment.
  - b. If the catch-up payment is not made within 15 days, your cover will lapse.
  - c. We will notify you immediately and inform you of the options to catch up on the missed premium.

### 1.3. Limited Driver Policy

- 1.3.1. The cover provided under this policy operates on a limited driver basis. Any driver who uses your car that is not listed as a nominated driver on your policy schedule is not covered under this policy.
- 1.3.2. All drivers of your car must hold:
  - a. A valid South African code B, EB, or C1 driver’s license.
  - b. A foreign driver’s licence:
    - With a valid International Driving Permit, or
    - That is validly issued in your country of origin, in English (or translated

into English by authorities), includes a photo, and permits driving an equivalent car in South Africa.

- 1.3.3. Permanent residents must obtain a valid South African driver's licence within five years.
- 1.3.4. Any driver with a learner drivers license will not be covered.
- 1.3.5. If someone you know uses your car without your permission you must lay a criminal charge against that person within 24 hours of the incident if you want to claim for:
  - a. The theft of your car.
  - b. Damage to your car while it was used without your permission.
- 1.3.6. You will lose the right to claim if you withdraw the criminal charge at any time.

## 1.4. Territorial Limits

This policy only covers your car for insured events occurring within South Africa.

## 1.5. Duty of Care

You must always take reasonable precautions to:

- 1.5.1. Keep your car in a roadworthy condition by following the manufacturer's maintenance recommendations and maintaining your car's tyres by ensuring that the tread depth is not below the minimum indicators or 1mm if no indicators are present.
- 1.5.2. Protect your car from theft or damage both when using it or when it is parked.
- 1.5.3. Respond immediately to severe weather warnings, including but not limited to, moving your car to a well-covered location or protecting it with thick blankets when there is a risk of hail or other weather related damage.
- 1.5.4. Avoid or minimise accident damage to or loss of your car.

## 1.6. Material Changes in Risk

- 1.6.1. You must inform us immediately of any changes that may increase the risk covered by this policy including, but not limited to, if you:
  - a. Change your regular drivers.

- b. Have had your drivers' license endorsed, suspended, or cancelled, or the insured car's licence disc revoked as per the AARTO Act 1998.
- c. Are charged with or convicted of reckless, negligent, or inconsiderate driving.
- d. Are convicted of driving under the influence of alcohol or drugs, or with a blood-alcohol level over the legal limit.
- e. Intend to use your car for **commercial purposes**; or
- f. Plan to de-register your car in South Africa.

1.6.2. Failure to inform us of any changes that may increase the risk of your policy will result in your cover being immediately voided. Any claim made thereafter will be rejected and any remaining period of cover will be forfeited without refund.

1.6.3. If, after informing us of a change, we determine that the changes are significant, we may:

- a. amend or cancel the cover.
- b. adjust the premium and excess amounts; or
- c. cancel the cover from the date of the change.

## 1.7. Changing Your GBA Plan

1.7.1. If, after your policy has started, you upgrade to a GBA plan with a higher monthly growth amount, your accumulated GBA will grow by the higher amount from your next premium payment.

1.7.2. If, after your policy has started, you downgrade to a GBA plan with a lower monthly growth amount, your GBA will be recalculated to the lower of the following two methods:

### Method 1:

- Calculate the total premium paid since the policy started or was last reinstated.
- Divide this total by the premium of the lowest plan you have chosen so far.
- Multiply the result by the monthly growth rate of the lowest plan.

**Method 2:**

- Count the number of consecutive premiums paid since the policy started or was last reinstated.
- Multiply this number by the monthly growth rate of the new, lower GBA plan.

## 2. What You Can Expect from Us

### 2.1. Premium Adjustments

- 2.1.1. After a claim, we may adjust your premium with 31 days written notice.
- 2.1.2. If we agree to reinstate your policy following lapse or cancellation, we may re-rate your overall risk and amend your premium accordingly.
- 2.1.3. If you make any material changes to the risk covered under your policy, including updating the regular driver or other risk factors, we may adjust your premium accordingly.
- 2.1.4. If there is a change in the Value Added Tax rate, we will adjust your premium accordingly from the effective date of the rate change.

### 2.2. Changes to Terms and Conditions

We may make changes to the terms and conditions of this insurance policy with 31 days' written notice. We may communicate the notice to your email address, cell number (via SMS or WhatsApp) or postal address noted on your policy schedule.

### 2.3. Cancellation of Policy

- 2.3.1. You have a 31-day cooling-off period from the date the policy document is sent to you. If you cancel within these 31 days and haven't made a claim, we will refund part of your premium.
- 2.3.2. Cover can be cancelled by phone call or in writing and will take effect at midnight, before your next debit date.
- 2.3.3. If you request immediate cancellation, you'll receive a pro rata refund for the period from the cancellation date to the next debit date. No refund will be given if you had a valid claim during the cancellation month.

### 2.3.4. We may also decide to cancel your policy:

- a. With immediate effect for the following reasons:
  - Non-payment or cycling of premiums.
  - A material change in our assessment of your risk.
  - If you are not the owner of the insured car, or do not have title to the insured car because it is stolen property.
- b. With 31 days' notice for any other reason.

In each case, we will give you notice of our intention to cancel using our latest contact information for you.

- 2.3.5. You'll receive a pro-rata refund from the cancellation date to the next debit date. There is no refund if a claim was made and paid during the cancellation month.
- 2.3.6. Refunds are only processed 40 days after request. This is to mitigate premium reversals, stop payments or similar debit order return issues.
- 2.3.7. If no other regular drivers are listed on the schedule, the cover provided in terms of this policy will automatically end upon your death. If you pass away but your car is still used, any claim will only be processed if your premium payments are up to date, and a regular driver (listed on the policy schedule) was driving your car at the time of the incident.

### 2.4. Rights of Others

Unless otherwise provided:

- 2.4.1. Nothing in this policy shall give any rights to any person other than to you;
- 2.4.2. If protection is provided to any person besides you, it does not give them any rights to make a claim. The intention is that you will claim on their behalf. When you receive payment, it will fully settle our responsibility to you and anyone else involved.

## Customer Satisfaction



# Your satisfaction is what we strive for.

“I had the privilege of being assisted by Tshepile who was very knowledgeable and helpful. I loved my experience with her”

- Edger 4/5 stars



## We are Committed to Resolving all Complaints Fairly and Quickly

If you are unhappy, **please contact us**



Telephone: **011 745 7800**

Our complete Complaints Resolution Policy is available on our webpage:



If you are unhappy with the outcome of a complaint, you can reach out to the Market Conduct Officer of Santam Structured Insurance Limited using the following contact details:



Telephone: **011 685 7600 / 0860 762745**



We encourage clients to resolve complaints with us or the Insurance Company directly before contacting the Ombudsman, as it usually results in a quicker resolution.

However, if you are not satisfied with our resolution or our feedback is not in your favour, you have the right to have the decision reviewed by an authorised external party, including:

### The National Financial Ombud Scheme (“NFO”)

The NFO acts as a “mediator” or informal arbitrator between you and us. This is the correct ombudsman to approach for rejected claims. You can obtain more information at their website: [www.nfosa.co.za](http://www.nfosa.co.za).

### The FAIS Ombudsman

The FAIS Ombud deals with complaints against the conduct, service, or advice provided to you by a financial services provider. If you are unhappy with the quality of information or explanations provided for this policy, this is the correct ombudsman to approach. You can obtain more information at their website: [www.faisombud.co.za](http://www.faisombud.co.za).

## How Long Does it Take to Resolve a Complaint?

### Rejection Dispute Process

- You have 90 days from the rejection letter date to complain and make representations to us.
- We will make a final decision and notify you in writing within 45 days of receiving your complaint.
- If the rejection remains, you have 180 days to take legal action against us.

### If a Rejected Claim is Later Approved

- We will pay the amounts due as per the policy terms.
- We will not cover any consequential losses, including legal fees, car hire, transportation costs, unauthorised repairs, or other damages.

### Legal Proceedings

- If you do not agree to the proposed settlement or repair and continue legal proceedings, our liability is limited to the settlement amount plus any costs incurred with our consent up to the date of refusal.

### Disclaimer

*No interest will be paid on any amount owed unless ordered by a court.*



## Legal Notices



Take control of your policy, upgrade your optional benefits.



**Download the  
Prime SA Mobile App**



For more information about our legal policies applicable to your cover including the collection, processing and sharing of your personal information, **follow the links below to our website:**

## Customer Responsibility

All reasonable steps have been taken to ensure that this product was explained to you at the time of purchase, but no financial needs or risk profile analysis was conducted by the Intermediary. It is your responsibility to ensure that this product is appropriate and adequate for your specific needs.

## The Insurer

### Santam Structured Insurance Limited

FSP Number: 1027

Registration Number: 1952/000436/06

VAT Number: 4100149816

#### Physical Address:

7th Floor, Alice Lane Building 3, Corner Alice Lane and 5th Street, Sandton, Johannesburg, 2146

Telephone: 011 685 7600 | 0860 762 745

Email: [ssi.compliance@santam.co.za](mailto:ssi.compliance@santam.co.za) | [ssi.marketconduct@santam.co.za](mailto:ssi.marketconduct@santam.co.za)

The Insurer is a member of the South African Insurance Association (SAIA)

Email: [info@saia.co.za](mailto:info@saia.co.za)

## The Insurer's Intermediary

### Prime Meridian Direct T/a Prime South Africa (Pty) Ltd

FSP Number: 41040

Registration Number: 2004/032998/07

Key Individuals and Representatives:

Mr SB Benfield (KI, Rep) | Mr DR Matthews (KI, Rep)

## The Insurer's Administrator

### PrimaryAsset Administrative Services (Pty) Ltd

FSP Number: 3920

Registration Number: 1992/001306/07

Key Individuals and Representatives:

Mr N Fernandes (KI, Rep) | Mr D Mulder (KI, Rep)

Mr BJ Haarhoff (Rep) | Mrs P Nieuwoudt (Rep)

## Details of the Intermediary and Administrator

### Physical Address:

Prime Meridian House, Building 6, Bryanston Gate, 170 Curzon Road, Bryanston, 2021

Telephone: 011 745 7800

Email: [compliance@primaryasset.co.za](mailto:compliance@primaryasset.co.za) | [info@prime.co.za](mailto:info@prime.co.za)

## Legal Status and Interest in Insurer

The companies are privately owned with no direct financial interest in the Insurer.

The Intermediary and Administrator do not own more than 10% of shares in any product suppliers and has no significant financial interest in them.

Over the past 12 months, the Intermediary and Administrator has earned more than 30% of their income from Santam Structured Insurance Limited.

The Intermediary and Administrator has public liability and professional indemnity insurance.

Key Individuals are highly qualified with B Com (Honours) CA(SA); FIISA, and have passed the RE 1 and RE 5 exams.

## Mandate Provided

This certifies that the Insurer has granted PrimaryAsset Administrative Services (Pty) Ltd (“The Administrator”) an administrative mandate to represent the Insurer and to accept and issue short term insurance policies on its behalf. The intermediary is authorised to submit short-term insurance applications to the Insurer’s Administrator for consideration.

## Services and Financial Products the Intermediary is Permitted to Provide

Short-Term Insurance Personal Lines Advice and Intermediary Services.

The name, class or type of product and the nature and extent of the benefits provided are set out in the accompanying policy documentation provided by the product suppliers and includes information about the nature and extent of their obligations to you and your obligations to them.

The intermediary is authorised to submit short-term insurance applications to the Insurer’s Administrator for consideration.

## Compliance Officer for the Intermediary and Administrator

Name: **Compli-Serve Gauteng (Pty) Ltd**

Registration Number: **C06797**

Representative: **Theresa Rynners**

Telephone: **011 745 7800**

E-mail: [compliance@prime.co.za](mailto:compliance@prime.co.za)

## Public Officer for the Intermediary and Administrator

Name: **Daryl Mulder**

Telephone: **011 745 7800**

E-Mail: [dm@primaryasset.co.za](mailto:dm@primaryasset.co.za)

Any remuneration received by the intermediaries, representatives or mandatories is set out in monetary terms herein.

Extent of premium obligations you assume as a policyholder:

| How Your Premium is Distributed | Insurer | Administrator (p/a) | Intermediary |
|---------------------------------|---------|---------------------|--------------|
| Base Product                    | 78.5%   | 9%                  | 12.5%        |
| Growing Benefit Amount          | 78.5%   | 9%                  | 12.5%        |
| Additional Nominated Driver     | 78.5%   | 9%                  | 12.5%        |
| Car Hire Cover                  | 78.5%   | 9%                  | 12.5%        |
| Towing Extension                | 78.5%   | 9%                  | 12.5%        |
| Roadside Assistance             | 78.5%   | 9%                  | 12.5%        |
| Tyre and Rim                    | 78.5%   | 9%                  | 12.5%        |

## Sasria

**Sasria SOC Limited**

FSP Number: **39117**

Registration Number: **1979/000287/06**

VAT Number: **4140119340**

Physical Address: **36 Fricker Road, Illovo, Sandton, 2196**

Telephone: **011 214 0800 or 086 172 7742 (Switchboard)**