

*PERSONAL
PROFILE*
OAKHURST
FOCUSED VEHICLE COVER



POLICY WORDING



WELCOME TO OAKHURST

Thank you for choosing Oakhurst Insurance Company Ltd as your preferred insurance provider.

Our absolute commitment to you is that we will always strive to give you the best possible service, providing all the benefits that the latest technology brings, whilst never taking our eyes off the fact that our mission is to provide you with solid cover supported by traditional values.

It is very important that you understand exactly how your insurance policy works and, to ensure this, you will find that our policy wordings are written in easy to understand, plain and simple language. Having said this, if you need any further explanation, please remember that we are only a phone call or an e-mail away.

To help us in making sure that you are properly covered and to ensure that there are no nasty surprises at claims stage, please confirm that all the information you have provided us with is absolutely accurate and always update us should there be any changes.

In closing, we aim to partner with you in every aspect of your risk management and undertake to deliver unsurpassed levels of service.

Welcome on board!

Kevin Barnett
General Manager

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Oakhurst Policy Wording



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Oakhurst Insurance Company Limited (Oakhurst)

Version No. OAK12032012

Underwritten by

Oakhurst Insurance Company Limited (Oakhurst)
(Registration Number 2006/000723/06)

Oakhurst Insurance Company Limited is a Licensed Financial Services Provider
(FSP No. 39925)



1. How insurance works

- You need to be protected in the event of a loss
- We want to help you in the event of a loss
- We collect premium (*payments*) from lots of people who want protection
- We keep all that money "*in a pot*" to pay out claims and help people who join us
- You give us your personal information
- We assess you as a risk and work out how much money you fairly need to pay us every month to be part of the group of protected people
- If you accept our quote, and pay that monthly amount, we consider you as having joined and being entitled to protection (*in accordance with the policy wording*)
- If you have a loss – you tell us about it, and, provided it falls within what is covered we will attend to the repairs or pay you in cash according to what we have agreed with you

2. The concept of Risk

When we spoke to you, you told us all about yourself and your car and, based on what you told us, we worked out (*using lots of clever people who understand statistics and big numbers*), what kind of a risk you are – that means, what the probabilities are of your having a loss and what that would cost the "*pot*" of money that we have collected from all the people who have joined our insurance.

Note – It is very important that you have given us honest and accurate information as this is what determines what kind of a risk you are and how much you have to pay each month. If you give us false or incorrect information you will not be covered, because we may not have accepted you as a risk in the first place, or perhaps you may not be contributing the correct amount to the pot, and that wouldn't be fair to everyone else who has. If any of your personal details or details about your car or where and how your car is used and kept changes, you must tell us *immediately*, otherwise, for the same reason as above you will not be covered. If, for example, your driver's license (*or anyone who is a nominated driver on your policy's license*) is endorsed or suspended for any reason whatsoever, you have to tell us immediately as it affects the risk, and, if you don't, you will not be covered.

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3. What you are covered for in the event of a loss (damage to your car)

- Accidental Loss or Damage - Any damage to your car arising from an accident or attempted theft of your car, or the financial loss that you suffer as a result of the theft of your car, within the borders of South Africa, Swaziland, Lesotho, Namibia, Botswana and Mozambique. SA legal and insurance principles shall apply in the adjudication of all claims regardless of where they occur.
- If your car is insured for "Market", "Retail" or "Trade" Value this amount will be determined with reference to the condition of your vehicle and relevant market data as determined in our sole discretion.
- We will pay for the reasonable cost of loss or damage to permanently fitted sound equipment specified on your Policy Schedule up to the sum stated on your Policy Schedule, less the excess, provided that the theft or damage is caused by visible, forcible and violent entry to your car. If your radio has a removable faceplate, it must be removed from the car when left unattended, and the faceplate must be presented to us at claims stage in the event of a theft in order for there to be cover.
- Vehicle accessories that are not factory fitted will only be covered if they are specifically noted on your policy schedule.
- Should you not be satisfied with parts that we elect to use in the repair of your vehicle, we may, in lieu of repair, pay to you an amount equal to what we would have spent.



4. What you aren't covered for

1. Any loss if you have not paid your premium in advance
2. Your "excess" (*Explained later*)
3. Loss of or damage to items in which you have no "insurable interest" (*you have 'insurable interest' in an item if you own it, or stand to lose financially if it is damaged or stolen*)
4. Losses occurring outside of South Africa, Lesotho, Swaziland, Mozambique or Namibia
5. The cost of bringing back your vehicle/property to South Africa if the loss occurred outside the borders of South Africa. You will be responsible for getting the vehicle to an Oakhurst approved repairer within the borders of South Africa
6. Repairs not authorized in advance by us
7. Loss or damage to any part of the insured car due to theft or attempted theft other than theft of the entire car whilst outside the borders of South Africa
8. Loss or damage occasioned as a result of the car being commandeered by any lawfully constituted authority
9. Legal expenses incurred without our prior permission
10. Interest on monies due
11. Damage or loss that occurred because you didn't maintain your car, or take reasonable steps to prevent such damage or loss happening, or, if you intentionally or recklessly caused the loss
12. If your policy schedule requires a functioning Oakhurst Smartbox and, at the time of the loss this is not installed or functioning, you will not be covered at all in the event of the theft or hijacking of your car
13. Any loss or damage occurring if your car is not legally roadworthy
14. Any loss or damage occurring whilst your car is or was being driven by a person without a full valid South African drivers license
15. Any loss or damage occurring whilst your car is or was being driven by a person other than yourself who is not named as a "nominated driver" on your policy schedule (*unless you have an open driver policy in which event the specific terms on your policy schedule apply*)
 Note: This is a Nominated Driver Policy and only persons specifically nominated as drivers by you, and who appear as such on your policy schedule are covered
16. More than our pro rata share, if you have other insurance policies covering your car
17. Any claim for damage or loss if you have misrepresented the truth to us
18. Any fraudulent or exaggerated claim

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18. Any fraudulent or exaggerated claim
19. Any loss resulting from contractual liability
20. Any claim reported later than 30 days after it happened or any claim that has prescribed in terms of our SA statutory law
21. If you have reported a claim, but not given us information requested for a period longer than 12 months from when the loss happened, we will not be liable unless:
 - The claim is the subject of a court action between you and us, or
 - It is a claim for which you may be legally liable to a third party
22. Any claim that arises whilst your car is being driven by anyone who is under the influence of drugs or alcohol or has a concentration of alcohol in their blood exceeding the statutory legal limit *(If there is a suspicion that the driver of your car was under the influence of drugs or alcohol at the time of the loss and a blood sample has been taken from you, we will not pay your claim pending receipt of the blood results from the Authorities)*
23. Any loss not reported to the South African Police Services within 24 hours
24. If someone uses the insured car without your knowledge and/or consent, you will be required to lay criminal charges against them within 24 hours. You may not withdraw the charge/s and must assist in the prosecution of the charge/s. Should you not comply with this in full you will not be covered
25. Consequential loss
26. Claims arising from radio activity from nuclear fuel or waste combustion of nuclear fuel or nuclear weapons material
27. Claims arising from war, terrorism, political unrest, military uprising, civil commotion, labor disturbances, riots, strikes, lockouts or public disorder
28. Losses emanating from computer related causes
29. Losses resulting from exchange, cash or credit sale agreements, including theft by false pretences and/or fraud
30. Loss or damage caused by wear and tear, depreciation, electrical or mechanical breakdown, rust, corrosion, mildew, moth, vermin, insects, domestic pets or gradually operating causes

31. Loss, damage or liability if your car is:
 - a. Used for driving instruction or towing for reward
 - b. Hired for reward
 - c. Owned or used by a Car Hire concern
 - d. Used or takes part in racing, rallies or any such event whether publicly organized or not and whether on a track or not
 - e. Used for carrying hazardous goods
 - f. Used for carrying goods or passengers in excess of what your vehicle is legally licensed to carry
 - g. Used for carrying passengers for reward or fare-paying passengers
32. Loss, damage or liability while your car is in the care, custody and control of the motor trade for any purpose other than in connection with the normal maintenance service or repair of the insured vehicle
33. Damage to tyres caused by braking, punctures, cuts or bursts
34. Damage to rims, wheels, tyres, springs and shock absorbers due to inequalities of the road or potholes or any other surface or to impact with these inequalities or potholes
35. Loss, damage or liability while your car is:
 - a. being transported by sea
 - b. in storage in a port
 - c. stored or driven within an aviation apron or runway
 - d. being used in the underground workings of a mine
36. Any loss occurring whilst you are not in compliance with South African road and vehicular legislation
37. Business use if you do not have “*business use*” cover on your policy schedule

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5. What you have to do in the event of a loss

- Don't panic!
- Call us on 0861 001 041 and we'll take care of things
- Report your loss to the South African Police Services within 24 hours
- Provide us with all requested information

6. Things that will help expedite your claim:

- Take a couple of pictures at the scene with your cell phone:
 - Your car (overall and damage)
 - The other car (overall and damage)
 - The scene
 - Position of the cars immediately after the accident
 - Drivers licenses
 - Car licenses
- Write down a few details:
 - Date and exact time of accident
 - Address where accident happened (with nearest cross road)
 - Details of Drivers and Witnesses
 - Full Names
 - ID Numbers
 - Cell Phone Numbers
 - Home and Office Numbers
 - Residential Address
 - Place of Employment



Details of cars involved

- Make
- Model
- Registration Number
- Full name and Badge Number of any Police on the scene
- Report the accident to the nearest Police Station within 24 hours and there and then get a copy of the Accident Report

Do not:

1. Allow anyone but us to arrange for the towing and storage of your car – if you do....You pay!
2. Drive the vehicle if it is mechanically damaged or unsafe – you could cause further damage for which you will be personally liable, or even worse – put your safety at risk!

How to claim

It's easy – Just call us on 0861 001 041 and we'll take care of things.

Excess

This is the amount that you are personally responsible for in the event of a loss and has to be paid by you prior to repairs to your car being undertaken. If you are going to be settled by way of a cash amount, then the excess is simply deducted from the amount of the claim. Generally speaking, the higher the amount of the excess, the less expensive your premium, but as tempting as it may be to have a lower excess, always be certain that you will be able to afford the excess in the event of a claim.

Subrogation

If we indemnify you (*settle your claim*) in terms of this policy, we then step into your shoes and are legally afforded all of your rights to enable us to pursue third parties who may be legally liable for damage. You are legally obliged to assist us wherever we require you to. If you do not, we may demand return of any settlement previously made.

Do not make any admission of liability (*admit that you were at fault*) to any party or any payment which may be seen as an admission of liability. If you do, you may prejudice our rights (*cause us financial loss*) and if so, we may elect not to indemnify you (*cover you for own damage or third party liability in terms of the policy*).

Prescription / Late Notification

You must advise us of any potential loss within 30 days after the date of the incident or else your claim will not be paid. In the event that a claim is repudiated you have 90 (Ninety) days from the date of repudiation to make representation to the Insurer and 180 (one hundred and eighty) days thereafter to take legal action by the service of summons to the Insurer.

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7. Liability to Third Parties (*damage to other people's property or person*)

What you are covered for in the event of a loss involving a third party (*another person*):

- 1.1 You will be covered (*up to the maximum limit of the amount stated in your Policy Schedule*) against legal liability for sums that you are legally obliged to pay for damages and legal costs incurred in respect of:

- 1.1.1 death or bodily injury to any person
- 1.1.2 damage to property
- 1.1.3 fire or explosion

Provided:

- a) the incident occurs whilst this policy is in force and
 - b) the liability is as a result of an accident caused by or through or in connection with the insured car as stated on your policy schedule and
 - c) the insured car is being driven by a person who is recorded as a driver on your policy schedule and
 - d) you are using the vehicle for the purpose as described on the policy schedule
- 1.2 If you die in the accident, we will assist your personal representative in dealing with any liability action that we would have assisted you with in terms of this policy, had you remained alive.

8. What we will not be liable for:

- 1 Any compensation or claim that falls within the scope of any compulsory insured vehicle insurance enactment
This exception applies notwithstanding that no insurance under this enactment is in force or has been affected
- 2 Death of or injury to any person in your employment arising out of and in the course of this employment
- 3 Death of or injury to any person being a member of the same household as you
- 4 Damage to property belonging to, held in trust by, or in your custody or control or being conveyed by or loaded onto or unloaded from your vehicle
- 5 Costs and expenses incurred subsequent to the date on which we have paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of the occurrence
- 6 Death of or injury to or illness of any person travelling in the open section of any light delivery vehicle or trailer, or on the pillion of any motor cycle, scooter, three-wheeled vehicle or quad bike, or being carried in or upon or entering or getting onto or alighting from, the insured vehicle if the vehicle is a motor cycle three-wheeled vehicle, quad bike, trailer or caravan
- 7 Any loss or damage or liability if the insured vehicle:
 - 7.1 is used at any time for driving instruction or towing for reward
 - 7.2 is used at any time for the carriage of goods for trade purposes
 - 7.3 is hired out for reward
 - 7.4 is used at any time for the carriage of passengers for reward or fare-paying passengers which shall include passengers in busses, taxis, coaches, ambulances and emergency vehicles
 - 7.5 is owned by a vehicle rental concern
 - 7.6 is used for or takes part in racing, sports meetings, speed or other contests or rallies or use on any race track whether an organized event or not
 - 7.7 is used at any time for the carrying of explosives or other hazardous goods including but not limited to nitro-glycerine or dynamite, the transportation of chemicals or compressed gasses or liquid gaseous form, the transportation of hazardous waste, the transportation of liquefied petroleum or gasoline, or the delivery of commercial freight
 - 7.8 is used at any time for the carrying of goods or passengers greater than the mass or number that Your vehicle is licensed and designed to carry
- 8 Any loss or damage or liability while the insured is in the care, custody and control of the motor trade (*for any purpose other than in connection with the normal maintenance, service or repair of the insured vehicle*)

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- 9 Any liability that may arise following a claim under Section 1 of this policy for loss of or damage to your car that has been rejected unless such rejection was solely as a result of the amount of such claim falling within your excess
- 10 Any liability arising while your car is being transported by sea to or from ports in the Territorial Limits
- 11 Any liability that arises whilst your car is being driven within an aviation apron or runway whether such is registered or not
- 12 Any liability that may arise whilst your car is in the underground workings of any mine
- 13 Any loss if you have not paid your premium in advance

9. Settlement

We may pay to you an amount of money up to the maximum limit of the amount stated in your Policy Schedule less any excess payable and/or sums already paid, or any lesser sum for which the claim can be settled and in that event, you will then have to attend to all further dealings with the claimant yourself.

10. Limit of Liability

- a) You are covered up to the maximum limit of the amount stated in your Policy Schedule. This limit applies for any one accident (*or series of accidents arising out of any one event*), inclusive of all compensation and all costs of litigation and other related expenses
- b) The maximum that we will pay in respect of any Passenger Liability claim is stated on your policy schedule and is per event in respect of death or bodily injury to any passengers travelling in your insured car. There is no cover at all for any fare-paying passengers
- c) This section is subject to the proviso that if it is possible to institute a claim under the Road Accident Fund Act 93 of 1996 (*or any amendments thereto*) or any other applicable legislation, a claim must be instituted by you and any amount recovered in respect of medical expenses paid by us must be refunded to us upon finalization of the claim. This limitation applies regardless of whether the applicable legislative fund is unable to or incapable of providing compensation



11. Telematics

We use state of the art telematics technology to help keep your insurance experience personal. Telematics is information that we receive from the Oakhurst Smartbox fitted in your car. The information that we gather is put onto the website for you (*only you*) to view. You can see how you're driving and how you rate against the norm and is also used to:

- Keep you safe – help you if you have an accident
- Help you keep tabs on your car if driven by a loved one
- Help track your car if it's stolen
- Assess your car insurance risk on a personal level
- Accurately record collision data and speed up claims
- Help drive down the cost of your insurance if your driving behavior is good

When you take our policy, you authorize us to use the data from the Oakhurst Smartbox for the reasons stated above.



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12. Legal Stuff

Oakhurst is a registered insurance company for the purposes of the Short-term Insurance Act 1998 and a Licensed Financial Services Provider for the purposes of the Financial Advisory and Intermediary Services Act 2002. This policy has been agreed to by Oakhurst on the basis that you have provided us with accurate information. If the disclosures made by you are not honest and accurate we will not be legally obliged to indemnify you (*offer you the protection of the insurance cover detailed in the policy wording*) in the event of a loss.

We provide you with the insurance as set out in this policy for an insured event (*any accident, loss, damage or legal liability*) on the terms and conditions as stated herein. You are entitled to a full copy of your contract. If you do not receive a copy within thirty (30) days, please write to The Compliance Officer, Oakhurst Insurance Company Ltd, Hurteria Building, 127 A York Street, George, 6530 or fax to (044) 805 3706.

This policy is a monthly contract that is renewed automatically every time you pay your premium.

The insurance cover that is to be provided is conditional upon and subject to your having paid the agreed premium to us in advance at the beginning of each and every month.

If we do not receive your first premium (*in the first month*) no policy of insurance will come into force at all. You must make certain that your premium is paid every month.

If you put a stop payment on your premium this policy will automatically be deemed to be cancelled by you from the date that the premium was due to be paid.

We may change the terms of cover and also the premium on one month's written notice to you at your last known address.

If any of your personal circumstances or details concerning your insured vehicle change in any way you must immediately notify us. If you fail to notify us and such changes are material to the risk you will not be insured in the event of a loss.

This policy wording and your schedule must be read together as one contract. In the event of there being any conflict between the policy wording and schedule, the provisions of the Schedule will take precedence.



13. Consent to Disclosure of Private Information and Access to Information

In order for insurance companies to fairly assess and underwrite risks and to prevent and reduce the number of fraudulent claims, it is essential for them to share claims, underwriting and credit information.

You hereby waive any right to privacy in any insurance information provided by or in any way relating to you or any person included as an insured on your policy which shall include but not be limited to your spouse and members of your family normally residing with you (*including claims information*), and agree to afford us permission to disclose such information to any other insurance company / administrator. We may verify information given to us by you against other sources or databases.

Your policy has been underwritten and rated on the basis that a Oakhurst Smartbox is fitted to your vehicle and to enable us to accurately and fairly assess you as a risk and to enable us to be of assistance in the event of an emergency, and to enable us to investigate claims. You permit and authorize us to constantly monitor the usage of your insured vehicle through unlimited access to all data available through the service provider that you have contracted with for surveillance and tracking of your insured vehicle. You accordingly also waive all rights of privacy insofar as surveillance of your insured vehicle is concerned. If the required tracking device has not been fitted in your vehicle you will not be covered in the event of any loss including accidental damage.

This consent clause will survive the termination for whatever reason of the policy, including the cancellation or lapsing thereof.

14. Cancellation of Policy

This policy may be cancelled:

- By you at any time from the time and date agreed to and we will be entitled to retain the customary short term or minimum premium.
- By us giving thirty (30) days notice in writing to you at your last known address and we will retain a pro rata premium.

Provided that if the premium is payable by monthly installments by bank debit order, should any installment be returned as unpaid then the cover provided by this policy will be deemed to have ceased as from midnight (24:00) on the last day of the previous month for which premium was received. An attempt shall however be made to reinstate cover by deduction of the usual monthly premium within fifteen (15) days after the due date provided no claim has been submitted.

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15. Important Information

ABOUT THE THE INSURER	:	Oakhurst Insurance Company Limited ("Oakhurst")
PHYSICAL ADDRESS	:	Hurteria Building, 127 A York Street, George, 6529
THE INSURER'S REGISTRATION NUMBER	:	2006/000723/06
FSP REFERENCE NUMBER	:	39925
LICENCE CATEGORY	:	Short-term
PI AND FG COVER	:	Oakhurst has Professional Indemnity and Fidelity Cover in place
COMPLIANCE OFFICER	:	Moonstone Compliance (Pty) Ltd Represented by Mr Chris Hönck: Tel: +27 (021) 883 8000

In addition to the above information, Oakhurst has an obligation to disclose the following information:

a) Details of their Complaints Procedure

All complaints to be submitted to the Resolutions Manager

Oakhurst Insurance Company Limited

Hurteria Building

127 A York Street

George

6529

Tel: 0861 001 041

Fax: 0866 778 120



16. How To Institute a Claim

Contact Oakhurst Insurance Company Limited on 0861 001 041 (detailed hereunder).
Claim to be reported immediately you are aware of any event giving rise to a claim.

In the event that a claim is repudiated you have 90 (ninety) days from the date of repudiation to make representation to the Insurer and 180 (one hundred and eighty) days thereafter to take legal action by the service of summons to the Insurer.

- PHYSICAL ADDRESS

:

Hurteria Building
127A York Street
George
6529
- POSTAL ADDRESS

:

P . O . Box 9738, George, 6530
- TELEPHONE NUMBER

:

0861 001 041
- FAX NUMBER

:

0866 778 120

Premium Payment

- Monthly Policies

:

Premium is payable in advance by debit order on the first working day of every month or an alternative date selected by you when purchasing the policy.

In the event of non-payment a 15 (fifteen) day grace period is allowed in which to pay the premium (save in the 1st month).

If you pay the premium within fifteen (15) days of the unpaid debit order becoming apparent we may in our sole discretion accept payment and reinstate cover from a date at our discretion but we will not pay any claim for any loss occurring during the period that the premium was unpaid.

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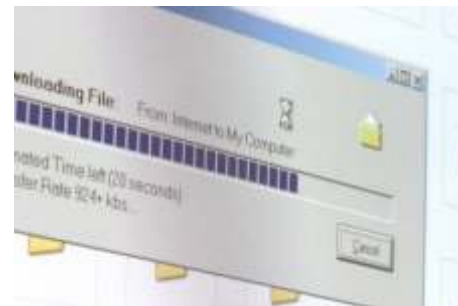
17. Information Sharing

You, the Policy Holder acknowledge that the sharing of insurance information for underwriting and claims purposes (including credit information) between Insurers is in the public's interest as it enables Insurers to underwrite policies and assess risks fairly and reduces the incidence of fraudulent claims. On Your behalf and on behalf of any person You represent, You hereby waive Your right to privacy with regard to underwriting or claims information (including credit information) that You provide or that is provided by another person on Your behalf in respect of any insurance policy or claim made or lodged by You.

You acknowledge that the insurance information provided by You may be stored in the shared database and used as set out above as well as for any decision pertaining to the continuance of Your policy or the meeting of any claim You may submit.

You consent to such information being disclosed to any other insurance company or its agent.

You acknowledge that the information may be verified against legally recognised sources or databases.



18. Other Matters of Importance

- a) You must be informed of any material changes to the information referred to above.
- b) If the information above was given orally, it must be confirmed in writing within 30 (thirty) days.
- c) A polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiation of a claim.
- d) The Insurer and not the Broker must give reasons for repudiating your claim.
- e) Your Insurer may not cancel your insurance merely by informing your Broker. There is an obligation to make sure the notice has been sent to you.
- f) You are entitled to a copy of the policy free of charge.

19. Warning

- a) Do not sign any blank or partially completed application form.
- b) Complete all forms clearly, in ink.
- c) Keep all documents handed to you .
- d) Make a note as to what is said to you.
- e) Don't be pressurised to buy the product.
- f) Incorrect or non-disclosure by you may impact on any claims arising from your contract of insurance.

Note that this is a Short Term Insurance policy; as such there are no cooling off rights available to a potential or current policyholder.



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PHYSICAL ADDRESS:

127 A York Street
George
6529

POSTAL ADDRESS:

P.O. Box 9738
George
6830

Tel: 0861 001 041

Fax: 0866 778 120

email: info@oakhurstins.co.za

www.oakhurstins.co.za

