

**POLICY SCHEDULE**

**Insurer:** Western National Insurance Company Limited  
**Underwriter:** RSUM (PTY) LTD  
**Administrator:** Genlib CC

**Policy No:** KEM0000-22036  
**Office:** 1 CAPE TOWN  
**Broker:** 91112 Constellation Financial Services Pty Ltd

**The Insured:** **WAMUKELEKILE TOURS AND SERVICES**  
**Reg No/ID: 2006/137566/23**

VAT No: 4770313882  
Work Tel No: 0833833673  
Cell No:  
Email: info@adventurewhileyoung.com

**Postal Address:** 84 BEKKER STREET  
BUILDING 10, THORNHILL OFFICE PARK  
1682

**Territorial Limits:** All premises as stated in each section owned or occupied or used by the insured for the purposes of the Business, all situated in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi and Mozambique.

OR REFER TO ATTACHED SCHEDULE

**The Business:** Transportation / Shuttle Services / Transfers

**Policy Inception Date:** 1/07/2025

**Period of Insurance:** (a) From 1/07/2025 to 30/06/2026 (both dates inclusive).

(b) This policy is renewable on an ANNUAL basis and the premium is payable monthly.

**Anniversary Date:** 1/07/2026

**SIGNED at CAPE TOWN on 28 May 2025.**



.....  
Signed on behalf of SAMIR ABRAHAMS / UNDERWRITER

**Genlib CC**

Postnet Suite 280, Private Bag X1005, Claremont, Western Cape, 7735  
Tel No: 021-531 2922 Fax No: 021-531 3714 e-mail: underwriting@genlib.co.za  
Reg No: 2008/032635/23 VAT No: 4670244831 FSP No: 35482

# PREMIUM SUMMARY

Policy No: **KEM0000-22036**

Insured: WAMUKELEKILE TOURS AND SERVICES  
VAT No: 4770313882

Policy Sections In Force	First Premium	Monthly/Renewal Premium	Refund Premium
Public Liability	0.00	541.67	0.00
<b>Total Premium</b>	0.00	541.67	0.00
(VAT included in premium)	0.00	70.65	0.00
<b>Value Added Products</b>			
Access Assistance Service Cost	0.00	0.00	0.00
(VAT included in Assistance Costs)	0.00	0.00	0.00
<b>Fees</b>			
Broker Fee	0.00	0.00	0.00
(VAT included in fees)	0.00	0.00	0.00
<b>TOTAL</b>	<b>0.00</b>	<b>541.67</b>	<b>0.00</b>

## Endorsement Details

New Business

- (1) In terms of a ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively.
  - (2) All premiums are inclusive of VAT at 15.00%.
  - (3) This Policy Schedule should be read in conjunction with the Master Policy Wording.
- At first issue of this policy (or any section thereof) please check to ensure that all pages of all included sections are contained in this document.
  - At renewal or revision, policy wordings will not be re-issued. This schedule will be updated and re-issued as necessary together with any section schedule, which may have changes.
  - Wherever endorsements appear on any schedule page these shall be subject otherwise to the Terms, Exceptions and Conditions of the Policy.

**THIS TAX INVOICE IS A SUMMARY OF ALL TRANSACTIONS FOR THE MONTH OF JUNE 2025 AND SUPERCEDES ANY PREVIOUS INVOICES FOR THIS MONTH.**

Public Liability			
End	Details	Limit of Indemnity	Premium
1	Premises / Description		
1	Limit of indemnity	R20,000,000	R541.67
1	Retroactive Date : 01 July 2025		
1	Products Liability	No	
1	Defective Workmanship	No	
1	Employer Disability	No	
1	Defamation	Yes	
1	Wrongful Arrest	Yes	
1	Statutory Defence Cost	Yes	
1	Food and Drink included	No	
1	Legal Defence Cost	Yes	
1	Errors and Omissions	No	
1	<p><b>FIRST AMOUNTS PAYABLE</b></p> <p>FIRST AMOUNTS PAYABLE TO SECTION A</p> <p>The Company shall only be liable for the amount of liability arising from a claim under this policy which is in excess of the first amount payable. The Insured is responsible for the following first amounts of claims:</p> <p>a. Visitors or guests vehicle 5% of claim, minimum R5 000</p> <p>b. Visitors or guests vehicle contents 5% of claim, minimum R2 500</p> <p>c. Visitors or guests effects 5% of claim, minimum R1 000</p> <p>d. Spread of fire R10 000</p> <p>e. Breakout of animals R25 000</p> <p>f. Relocation of game R10 000</p> <p>g. Outdoor activities R10 000</p> <p>h. Wild game attack R10 000</p> <p>i. Hunting R25 000</p> <p>j. Event liability R10 000</p> <p>k. Any other claim R 5 000</p>		
1	<p><b>MEMORANDUM</b></p> <p>SPECIAL EXCLUSIONS AND CONDITIONS</p> <p>Exclusions</p> <p>The Company draws the attention of the Insured to the following exclusions applicable to all sections of the policy:</p> <p>a. Excluding the ownership, possession or use of any aircraft or airfield;</p> <p>b. Excluding the ownership, possession or use of a watercraft, unless being used on inland waterways;</p> <p>c. Excluding participant to participant exposure.</p> <p>(Please note that this list is by no means exhaustive of all exclusions applicable to cover provided. It is merely listed to particularly draw the Insured's attention to it. The policy wording read with this schedule contains all other exclusions to cover.)</p> <p>Conditions</p> <p>The Company draws the attention of the Insured to the following conditions applicable to all sections of the policy. The Insured:</p> <p>a. will not permit or allow smoking or burning of open fires except in such areas as are designated and suitable for such purposes;</p> <p>b. warrants that the Insured and/or its staff is qualified by certification or examination in their field of activity;</p> <p>c. warrants that any new activity will be immediately advised to the Company;</p> <p>d. warrants that all life safety equipment is serviced and maintained according to standard acceptable practice or prescribed practice in the industry for the type of equipment used;</p> <p>e. warrants that participants wear all relevant protective gear at all times during events which require protective gear.</p> <p>(Please note that this list is by no means exhaustive of all conditions applicable to cover provided. It is merely listed to particularly draw the Insured's attention to it. The policy wording read with this schedule contains all other conditions to cover.)</p> <p>WARRANTIES AND ENDORSEMENTS APPLICABLE TO SPECIFIC ITEMS</p> <p>The Company draws the attention of the Insured to the following warranties and endorsements applicable to specific items in the policy. Please note that this list is by no means exhaustive of all warranties and endorsements applicable to cover provided. It is merely listed to particularly draw the Insured's attention to it. The policy wording read with this schedule contains all other warranties and endorsements to cover.</p> <p>Indemnity disclaimer forms</p> <p>The insurance provided by the public liability section is subject to there being disclaimer forms containing an indemnity, signed by each guest and/or participant or legal guardian if the guest and/or participant is under age. In the event of non-compliance with this condition, the Company may not indemnify the Insured. Further, the indemnity forms must be:</p> <p>a. in accordance with the requirements of the type of business conducted by the Insured.</p> <p>b. lodged with the Company prior to inception of certificate.</p> <p>c. signed by each participant or their guardian</p> <p>Disclaimer notice boards</p> <p>The insurance provided by the public liability section is subject to there being prominently displayed disclaimer notice boards at the entrance(s) to the premises. In the event of non-compliance with this condition, the Company may not indemnify the Insured.</p>		

**Hazardous activities**

The insurance provided by the public liability section is subject to there being specific disclaimer forms signed by each guest and/or participant who intends participating in any outdoor activity of a hazardous nature, but excluding swimming, golfing, tennis, bowls or other ball sports. In the event of non-compliance with the condition, the Company may not indemnify the Insured.

**Swimming pools**

The insurance by this section is subject to there being prominently displayed disclaimer notice boards at all swimming pools. In the event of non-compliance with this condition, the Company may not indemnify the Insured.

**Special events liability**

In the event where special event liability is included in the policy schedule, all subcontractors will be excluded from cover unless stated otherwise in a memorandum.

**ADDITIONAL INFORMATION**

**Veld and Forest Act**

The National Veld and Forest Act, 1998, states that any owner, occupier or person in control of land on which fire occurs who fails to take reasonable steps to extinguish the fire or to confine the fire to that land or to prevent it from causing damage to property on adjoining land, is guilty of a first category offense.

There is also the presumption of negligence whereby losses are suffered "from veld fire which... started on or spread from land owned by the defendant, the defendant is presumed to have been negligent in relation to the veld until the contrary is proved..."

"However, membership of a FPA (Fire Protection Association) negates this presumption."

A FPA is an association comprised mainly of voluntary land owners, registered by the Department of Water Affairs and Forestry (DWAF) to promote veld fire management by integrating prevention, preparedness, response and recovery.

If fire breaks are burnt, this must be in consultation with adjoining owners and notice given to the local FPA (if any). If agreement cannot be reached, at least 14 days' written notice must be given to adjoining owners and the association. The adjoining owners must either burn their fire breaks at the same time, or be in attendance with adequate resources to prevent any spread of fire.

Assuming there are no objections and conditions are conducive, the owner may burn the break. If not, consensus must be sought for alternative days, but 14 days' notice is not required. The break must be prepared and maintained, giving due consideration to weather, climate, terrain and vegetation, in such a manner as to have a reasonable chance of preventing the spread of fire, without causing soil erosion.

The act also requires land owners to have 'reasonable' firefighting equipment, personnel and protective clothing at the ready.

**General Terms & Conditions**

**PANDEMIC AND OR EPIDEMIC GENERAL CONDITION**

Notwithstanding any provision of this policy including any Specific Exclusion or Extension or other provision not included herein which would otherwise override a General Exclusion, this policy does not cover death, injury, sickness, loss, liabilities, damage/s, cost, or expense of whatsoever nature (including indirect losses and consequential losses) directly or indirectly caused by, resulting from, happening through, or arising out of or in connection with:

- a. any epidemic or pandemic of whatsoever nature or cause; and/or
- b. the imposition of quarantine, isolation, or other restrictions in movement of people, goods and/or animals by a local, municipal, regional or government authority (whether national or international) or any other body or agency; and/or
- a. any travel advisory or warning being issued by a national or international government or any other body or agency; and /or
- b. any action taken in controlling, preventing, suppressing or in any way relating to any the events contemplated in a), b) and/or c)

If the INSURERS allege that by reason of this General Exclusion, any death, injury, sickness, DESTRUCTION, cost or expense of any type whatsoever is not covered by this policy, the burden of proving the contrary rests on the INSURED.

**NOTEWORTHY CONDITIONS AND EXCLUSIONS APPLICABLE TO ALL SECTIONS**

The following exclusions and conditions are applicable to all sections and should be noted:

- a. Contractual indemnity exclusion;
- b. SASRIA/NASRIA, war and terrorism, asbestos and nuclear risks exclusions;
- c. Sexual harassment exclusion;
- d. Compliance with all legislation and other governmental, provincial and municipal regulations governing the conduct of the business;
- e. Retained recourse condition;
- f. Excluding any motor risk insured or otherwise insurable.

(Please note that this list is by no means exhaustive of all exclusions and conditions applicable to cover provided.

It is merely listed to particularly draw the Insured's attention to it. The policy wording read with this schedule contains all other exclusions and conditions to cover.)

**1 TERRITORIAL LIMITS:**

1 Worldwide Excluding USA and Canada

**EFFECTIVE DATE**

New Business No 1 : 01/07/2025

**Public Liability**

End	Details	Ref	Y/N	SI/L	Rate	Premium	SASRIA
1	>>>Premises / Description						
1	Limit of indemnity			20,000,000	0.0325	541.67	
1	Retroactive Date: 01 July 2025						
1	Products Liability		No				
1	Defective Workmanship		No				
1	Employer Disability		No				
1	Defamation		Yes				
1	Wrongful Arrest		Yes				
1	Statutory Defence Cost		Yes				
1	Food and Drink included		No				
1	Legal Defence Cost		Yes				
1	Errors and Omissions		No				

**\*\*\* FIRST AMOUNTS PAYABLE \*\*\***

**FIRST AMOUNTS PAYABLE TO SECTION A**

The Company shall only be liable for the amount of liability arising from a claim under this policy which is in excess of the first amount payable. The Insured is responsible for the following first amounts of claims:

- a. Visitors or guests vehicle 5% of claim, minimum R5 000
- b. Visitors or guests vehicle contents 5% of claim, minimum R2 500
- c. Visitors or guests effects 5% of claim, minimum R1 000
- d. Spread of fire R10 000
- e. Breakout of animals R25 000
- f. Relocation of game R10 000
- g. Outdoor activities R10 000
- h. Wild game attack R10 000
- i. Hunting R25 000
- j. Event liability R10 000
- k. Any other claim R 5 000

**\*\*\* MEMORANDUM \*\*\***

#### SPECIAL EXCLUSIONS AND CONDITIONS

##### Exclusions

The Company draws the attention of the Insured to the following exclusions applicable to all sections of the policy:

- a. Excluding the ownership, possession or use of any aircraft or airfield;
- b. Excluding the ownership, possession or use of a watercraft, unless being used on inland waterways;
- c. Excluding participant to participant exposure.

(Please note that this list is by no means exhaustive of all exclusions applicable to cover provided. It is merely listed to particularly draw the Insured's attention to it. The policy wording read with this schedule contains all other exclusions to cover.)

##### Conditions

The Company draws the attention of the Insured to the following conditions applicable to all sections of the policy. The Insured:

- a. will not permit or allow smoking or burning of open fires except in such areas as are designated and suitable for such purposes;
- b. warrants that the Insured and/or its staff is qualified by certification or examination in their field of activity;
- c. warrants that any new activity will be immediately advised to the Company;
- d. warrants that all life safety equipment is serviced and maintained according to standard acceptable practice or prescribed practice in the industry for the type of equipment used;
- e. warrants that participants wear all relevant protective gear at all times during events which require protective gear.

(Please note that this list is by no means exhaustive of all conditions applicable to cover provided. It is merely listed to particularly draw the Insured's attention to it. The policy wording read with this schedule contains all other conditions to cover.)

#### WARRANTIES AND ENDORSEMENTS APPLICABLE TO SPECIFIC ITEMS

The Company draws the attention of the Insured to the following warranties and endorsements applicable to specific items in the policy. Please note that this list is by no means exhaustive of all warranties and endorsements applicable to cover provided. It is merely listed to particularly draw the Insured's attention to it. The policy wording read with this schedule contains all other warranties and endorsements to cover.

##### Indemnity disclaimer forms

The insurance provided by the public liability section is subject to there being disclaimer forms containing an indemnity, signed by each guest and/or participant or legal guardian if the guest and/or participant is under age. In the event of non-compliance with this condition, the Company may not indemnify the Insured. Further, the indemnity forms must be:

- a. in accordance with the requirements of the type of business conducted by the Insured.
- b. lodged with the Company prior to inception of certificate.
- c. signed by each participant or their guardian

##### Disclaimer notice boards

The insurance provided by the public liability section is subject to there being prominently displayed disclaimer notice boards at the entrance(s) to the premises. In the event of non-compliance with this condition, the Company may not indemnify the Insured.

##### Hazardous activities

The insurance provided by the public liability section is subject to there being specific disclaimer forms signed by each guest and/or participant who intends participating in any outdoor activity of a hazardous nature, but excluding swimming, golfing, tennis, bowls or other ball sports. In the event of non-compliance with the condition, the Company may not indemnify the Insured.

##### Swimming pools

The insurance by this section is subject to there being prominently displayed disclaimer notice boards at all swimming pools. In the event of non-compliance with this condition, the Company may not indemnify the Insured.

##### Special events liability

In the event where special event liability is included in the policy schedule, all subcontractors will be excluded from cover unless stated otherwise in a memorandum.

#### ADDITIONAL INFORMATION

##### Veld and Forest Act

The National Veld and Forest Act, 1998, states that any owner, occupier or person in control of land on which fire occurs who fails to take reasonable steps to extinguish the fire or to confine the fire to that land or to prevent it from causing damage to property on adjoining land, is guilty of a first category offense.

There is also the presumption of negligence whereby losses are suffered "from veld fire which... started on or spread from land owned by the defendant, the defendant is presumed to have been negligent in relation to the veld until the contrary is proved..."

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A FPA is an association comprised mainly of voluntary land owners, registered by the Department of Water Affairs and Forestry (DWAF) to promote veld fire management by integrating prevention, preparedness, response and recovery.

If fire breaks are burnt, this must be in consultation with adjoining owners and notice given to the local FPA (if any). If agreement cannot be reached, at least 14 days' written notice must be given to adjoining owners and the association. The adjoining owners must either burn their fire breaks at the same time, or be in attendance with adequate resources to prevent any spread of fire.

Assuming there are no objections and conditions are conducive, the owner may burn the break. If not, consensus must be sought for alternative days, but 14 days' notice is not required. The break must be prepared and maintained, giving due consideration to weather, climate, terrain and vegetation, in such a manner as to have a reasonable chance of preventing the spread of fire, without causing soil erosion.

The act also requires land owners to have 'reasonable' firefighting equipment, personnel and protective clothing at the ready.

##### General Terms & Conditions

##### PANDEMIC AND OR EPIDEMIC GENERAL CONDITION

Notwithstanding any provision of this policy including any Specific Exclusion or Extension or other provision not included herein which would otherwise override a General Exclusion, this policy does not cover death, injury, sickness, loss, liabilities, damage/s, cost, or expense of whatsoever nature (including indirect losses and consequential losses) directly or indirectly caused by, resulting from, happening through, or arising out of or in connection with:

- a. any epidemic or pandemic of whatsoever nature or cause; and/or
- b. the imposition of quarantine, isolation, or other restrictions in movement of people, goods and/or animals by a local, municipal, regional or government authority (whether national or international) or any other body or agency; and/or
- a. any travel advisory or warning being issued by a national or international government or any other body or agency; and /or
- b. any action taken in controlling, preventing, suppressing or in any way relating to any the events contemplated in a), b) and/or c)

If the INSURERS allege that by reason of this General Exclusion, any death, injury, sickness, DESTRUCTION, cost or expense of any type whatsoever is not covered by this policy, the burden of proving the contrary rests on the INSURED.

**NOTEWORTHY CONDITIONS AND EXCLUSIONS APPLICABLE TO ALL SECTIONS**

The following exclusions and conditions are applicable to all sections and should be noted:

- a. Contractual indemnity exclusion;
- b. SASRIA/NASRIA, war and terrorism, asbestos and nuclear risks exclusions;
- c. Sexual harassment exclusion;
- d. Compliance with all legislation and other governmental, provincial and municipal regulations governing the conduct of the business;
- e. Retained recourse condition;
- f. Excluding any motor risk insured or otherwise insurable.

(Please note that this list is by no means exhaustive of all exclusions and conditions applicable to cover provided.

It is merely listed to particularly draw the Insured's attention to it. The policy wording read with this schedule contains all other exclusions and conditions to cover.)

\*\*\* TERRITORIAL LIMITS: \*\*\*

1 Worldwide Excluding USA and Canada

**EFFECTIVE DATE**                      Endorsement No 1 : 1/07/2025

<b>TOTALS</b>		<b>20,000,000</b>	<b>541.67</b>	<b>0.00</b>
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## DISCLOSURE NOTICE

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

IN TERMS OF THE POLICYHOLDER PROTECTION RULES, 2017 AND THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT (FAIS ACT): GENERAL CODE OF CONDUCT FOR AUTHORISED FINANCIAL SERVICES PROVIDERS AND THEIR REPRESENTATIVES, EACH INSURANCE PROVIDER, OR PROSPECTIVE POLICYHOLDER, HAS THE RIGHT TO THE FOLLOWING INFORMATION:

### BROKER / INTERMEDIARY

**Name:** Constellation Financial Services Pty Ltd  
**FSP Number:** 46642  
**Registration Number:** 2015/283320/07  
**Physical Address:** 10th Floor, 70 Fox Street Johannesburg 2001  
**Postal Address:** PO Box 61119 Marshalltown 2107  
**Telephone:** 0861 274 727  
**E-Mail:** malcolm@constellation.co.za

### YOUR INSURER

**Name:** Western National Insurance Company Limited  
**FSP Number:** 9465  
**Physical Address:** Level 5, The Edge, Tygerfalls Office Park 3 Howick Close Belville 7530  
**Postal Address:** Level 5, The Edge, Tygerfalls 3 Howick Close Belville 7530  
**Telephone:** 0861 937 628

### YOUR UNDERWRITING MANAGER

**Name:** RSUM (PTY) LTD  
**FSP Number:** 51113  
**Physical Address:** 70 Main Road Paarl 7646  
**Postal Address:** 4 Picardi Village Alleman Street Paarl 7646  
**Telephone:** 0212711020

### PARTICULARS OF SASRIA LIMITED

**Name:** SASRIA SOC LIMITED  
**Postal Address:** P.O. Box 653367, Benmore, 2010  
**Telephone:** (011) 214 0800  
**E-Mail:** contactus@sasria.co.za  
**Website:** [www.sasria.co.za](http://www.sasria.co.za)

### TYPE OF POLICY INVOLVED

Your policy is a Short-Term Commercial Insurance Policy

### FEES AND COMMISSION PAYABLE

**Broker Fees:** 0.00  
**Broker Commission:** 108.33

### PREMIUM BREAKDOWN

**Premium:** R 541.67  
**Inclusive of Broker Commission (Premium)** R 108.33  
**Plus Broker Fees:** R 0.00  
**Plus Access Assistance Service:** R 0.00  
**Plus SASRIA:** R 0.00  
**Inclusive of Broker Commission (SASRIA)** R 0.00  
**TOTAL Payable:** **R541.67**

## MANNER OF PAYMENT OF PREMIUM, DUE DATE OF PREMIUM AND CONSEQUENCE OF NON-PAYMENT

### 1) Manner of Payment

Premiums are paid either Monthly (Debit Order), Bi-Annually (Debit Order or Direct Payment), or Annually (Debit Order or Direct Payment).

### 2) Due Date of Premium

The premiums are due on the 1st, or 7th, or 15th (Monthly Policies), or once every 6 (six) months on or before the Inception or Renewal Date (Bi-Annual Policies), or once per year on or before the Inception or Renewal Date (Annual Policies).

### 3) Consequences of Non-Payment and Periods of Grace

In the event of a Non-Payment on the applicable due date of premium, Genlib will notify your Broker and advise according to the Type of Premium Payment as follows:

#### MONTHLY (DEBIT ORDER): 30 DAYS GRACE PERIOD

**Double Debit:** A Double Debit will be arranged for the following month; and should the debit return again, the policy will be cancelled and deemed to have lapsed from the original Due Date.

**Direct Payment:** Alternatively, the Policyholder may indicate that they choose to make a Direct Payment for the outstanding premium. In this instance, payment must be received within 30 Days from the original Due Date.

In the event of a valid Claim during the interim period of a Double Debit arrangement, the Claim will only be assessed and entertained once a successful Double Debit has been received.

In the event of a valid Claim during the interim period of a Direct Payment arrangement, the Claim will only be assessed and entertained if payment is received within 30 Days from the original Due Date.

#### Bi-Annual (Debit Order): 15 Days Grace Period

Should the debit return, the Policyholder must make a Direct Payment within 15 Days; failing which the policy will be cancelled and deemed to have lapsed from the original Due Date.

#### Annual (Debit Order): 15 Days Grace Period

Should the debit return, the Policyholder must make a Direct Payment within 15 Days; failing which the policy will be cancelled and deemed to have lapsed from the original Due Date

## PREMIUM COLLECTION OTHER THAN BY INSURER OR THEIR UNDERWRITING MANAGER OR ADMINISTRATOR

<b>Company:</b>	<b>Fulcrum Collect (Pty) Ltd</b>
FSP Number:	50705
Registered Address:	1 <sup>st</sup> Floor, Lacey Oak House, Ballyoaks Office Park, 35 Ballyclare Drive, Bryanston, 2191
Telephone:	0860 018 018
E-Mail:	info@fulcrum.co.za
Website:	<a href="http://www.fulcrum.co.za">www.fulcrum.co.za</a>

If you have a complaint, please contact the following person in writing with full details of the problem encountered:

Internal Compliance Officer:	Ryan Fisher
Telephone:	(011) 036-2432
E-Mail:	ryanf@fulcrum.co.za
External Compliance Officer:	Natassja Jooste
Telephone:	(021) 883 8000
E-Mail:	njooste@moonstonecompliance.co.za
Remuneration for Services:	Fulcrum charges the Broker a fee per transaction type
Insurance Covers:	Professional Indemnity (Insurer: Camargue Underwriting Managers (Pty) Ltd) Fidelity Guarantee (Insurer: Camargue Underwriting Managers (Pty) Ltd)

## ADMINISTRATOR

**Name:** Genlib CC  
**FSP Number:** 35482  
**Postal Address:** Postnet Suite 280, Private Bag X1005, Claremont, 7735  
**Physical Address: Telephone:** 9 Norton Way, Rondebosch, 7700, Cape Town  
**Telephone:** (021) 531 2922  
**E-Mail:** george@genlib.co.za  
**Professional Indemnity Insurance:** In place  
**Licence Categories:** Short Term Insurance Personal and Commercial Lines

**Please note: If the Administrator is not the Broker, it is not allowed to provide advice that may lead to the initiation of a new policy or subsequent amendment. If the Administrator is also the Broker, this Disclosure Notice and Terms of Service applies:**

<https://www.genlib.co.za/direct-clients>

**Compliance Company:** Associated Compliance (Pty) Ltd  
**Licence Number:** 6377  
**Postal Address:** P O Box 9655, Devon Valley, Roodepoort, 1715  
**Telephone:** (011) 678 2533  
**E-Mail:** info@associatedcompliance.co.za

## CONFLICT OF INTEREST POLICY

During the course of normal business relationships, the Administrator may, from time to time, be entertained by, or may entertain product suppliers or intermediaries. Such entertainment is restricted in accordance with the FAIS Code of Conduct and the management of such entertainment is included in the Administrator's Code of Conduct. A full copy of our overall Conflict of Interest Policy can be obtained from the website [www.genlib.co.za](http://www.genlib.co.za).

## MANDATES FROM INSURERS / UNDERWRITING MANAGERS

The Administrator has written mandates to represent various Insurers and Underwriting Managers and will only present terms to you where such agreements are in place. **Outsource Agreements** to conduct the following services: Process and facilitate - policy issue, endorsements, cancellations, premium collection adjustments and allocations, maintain all records, facilitate quotations. **Binder Agreements** to conduct the following services: Enter into, vary or renew a policy, determine policy wordings, determine the value of policy benefits, facilitate claims handling.

More than 30% of the Administrator's income is derived from Western National Insurance Company Limited. The Insurance companies and Underwriting Managers pay the Administrator Binder Fees and Outsource Fees:

Company	FSP No.	Description	Fee Type	Fee
Western National Insurance Company Limited		Insurer	Outsource	3-5%
Envirosure Underwriting Managers (Pty) Ltd	38594	Underwriting Manager	Outsource	5%
Bryte Specialist Motor (Pty) Ltd	50459	Insurer	Outsource	3%
New National Assurance Company Limited	2603	Insurer	Outsource	10%

## COMMISSION

The Administrator earns a Commission of 7.5% of the Premium in relation to Passenger Liability (PAX) / Personal Accident (PA) and XOL Motor Third Party business.

## THE ADMINISTRATOR MAKES USE OF THE FOLLOWING VALUE-ADDED SUPPLIERS:

**Name:** Access Assistance Service (Pty) Ltd  
**Address:** 9 The Mill Constitution Street, Zonnebloem, Cape Town, 8001  
**Telephone:** 078 802 3126

E-Mail: info@aaSERVICE.co.za  
Website: [www.aaservice.co.za](http://www.aaservice.co.za)  
Registration Number: 2016/528146/07  
Type of Product: Access to certified tyres, brakes, shocks, batteries, exhausts, wheel alignment, and break-down services.  
Complaints Procedure: All complaints should be e-mailed to info@aaSERVICE.co.za  
Remuneration: 20% Commission from the Product Supplier for administration and marketing functions

**Name: Netcare Limited (Netcare 911)**

Address: The Crescent Office Park, No.3 Eglin Road, Crescent 2, Sunninghill, Johannesburg, 2157  
Telephone: +27 10 209 8911  
E-Mail: customer.service@netcare.co.za  
Website: [www.netcare911.co.za](http://www.netcare911.co.za)  
Registration Number: 1996/008242/06  
Type of Product: Medical evacuation service  
Complaints Procedure: All complaints should be e-mailed to customer.service@netcare.co.za  
Remuneration: The Administrator charges a 12% Fee for administration and marketing functions

**Name: RoadCover (RC Value Added Services)**

Address: 112 4th Street, Parkmore, Sandton, Johannesburg, 2196  
Telephone: (011) 884 0591  
E-Mail: customerservice@roadcover.co.za  
Website: [www.roadcover.co.za](http://www.roadcover.co.za)  
Registration Number: 2016/217917/07  
Type of Product: Benefit for assistance with RAF claims  
Complaints Procedure: All complaints should be e-mailed to customerservice@roadcover.co.za  
Remuneration: The Administrator earns a Commission of R7.00 per vehicle / bus per month, incl. VAT from the Product Supplier for administration

**OTHER IMPORTANT INFORMATION IN TERMS OF THE POLICYHOLDER PROTECTION RULES**

Policyholder Protection Rules confer rights on policyholders and defines a policyholder as: ... a policyholder is a -

- a) natural person; or
- b) a juristic person, whose asset value or annual turnover is less than the threshold value as determined by the Minister of the Department of Trade and Industry in terms of section 6(1) of the Consumer Protection Act, 2008 (Act No. 68 of 2008).

The information following below is provided in terms of the Policyholder Protection Rules.

**GENERAL RIGHTS OF A POLICYHOLDER**

1. You are entitled to a copy of the Policy Wording and Schedule free of charge.
2. Only an insurer can repudiate a claim and not an intermediary. If an insurer repudiates a claim, you are entitled to the reasons why the insurer rejects or refuses to pay the claim or any part of the claim.
3. 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 repudiating a claim.
4. A claim cannot be repudiated on the grounds of a premium not having been paid if the period of grace to pay the premium has not expired. The period of grace in terms of the Policyholder Protection Rules is 15 days from the date on which premium is due.
5. The information about the Insurer must be confirmed to you in writing upon presentation of a quotation by the intermediary.
6. The insurer must notify you if a material change occurs in the contact details of the insurer (or the underwriting manager) or the terms and conditions of the policy.
7. The insurer can only cancel the policy by sending such a notification directly to you.

8. No insurer/intermediary may request or induce in any manner a policyholder, potential policyholder, member or potential member of a group scheme or claimant or potential claimant to waive any right/benefit conferred on that person by or in terms of a provision of these rules, or recognise, accept or act on any such waiver, and any such waiver is null and void.

#### **COOLING-OFF RIGHTS**

1. A policyholder may, where a policy has a term longer than 31 days and no benefit has yet been paid or claimed or an event insured against under the policy has not yet occurred, within 14 days after the date of receipt of policy contract following the entering into of a new policy or variation of an existing policy, or from a reasonable date on which it can be deemed that the policyholder received the policy contract, cancel the policy entered into with the insurer by way of a cancellation notice to the insurer.
2. All premiums or moneys paid by the policyholder to the insurer up to the date of receipt of the notice referred to in 1. above or received at any date thereafter in respect of the cancelled or varied policy will be refunded to the policyholder, subject to the deduction of the cost of any risk cover actually enjoyed.

#### **PREMIUM PAYMENT OBLIGATIONS AND IMPLICATIONS OF NON-PAYMENT**

1. Cover is only valid under sections for which premium is payable.
2. Whether you pay your premiums monthly, bi-annually, or annually, you are responsible for ensuring that it is paid on the due date for payment.
3. The amount of premium payable is reflected in the premium calculation sheet included with the Schedule.
4. If the premium payment frequency (on the first page of the Schedule) is stated as:
  - 4.1 annual, then this policy is valid for a year and the premium is due on the inception date stated on the first page of the Schedule or from the same date in any year for which the policy is renewed thereafter;
  - 4.2 annual and additions of cover are made during the term of the policy, the premium for the additional cover is due on the effective date of such cover;
  - 4.3. monthly, then this policy is a calendar month policy and premiums are due on the first day of each month notwithstanding the agreed debit order date;
  - 4.4. monthly and additions of cover are made during a month, the premium for the additional cover is due on the effective date of such cover.
5. If the first premium of a new policy is not met for any reason whatsoever reason, the policy is regarded as not taken up and no cover is provided.
6. If it is elected to have premium collected by debit order:
  - 6.1. the insurer, through the underwriting manager, will collect the premium from the bank account designated for this purpose in the debit order authority or proposal form;
  - 6.2. the debit order authority will remain in force indefinitely until it is revoked by the account holder;
  - 6.3. if you revoke the debit order authorisation, or the bank reverses the debit order collection upon your instruction, the policy will be cancelled and no further premiums will be collected, except for outstanding amounts due to the Insurer.
  - 6.4. your reference on your bank account statement will include the Administrator's name and the last four digits of your policy number. The debit order reference is a unique alphanumeric code against which you can verify that your premium was collected and it can be found at the end of your bank statement reference.
7. If the premium payment frequency is monthly and the debit order premium collection is unsuccessful due to any reason other than referred to in 6.3 above, the following options are available for payment of premium:
  - 7.1. the amount of the unmet premium can be collected together with the premium of the next month. Should the debit order collection of the next month not be successful, the policy will be cancelled with effect from the 1st of the month for which the first premium had not been collected;
  - 7.2. a cash payment can be made, but subject to the requirements stated in 8. below.
8. Cash payments of premium into the bank account of the insurer can only be made upon prior arrangement or request from the

underwriting manager. The proof of payment must be sent to wilma@genlib.co.za.

9. Any amount of premium received will first be applied towards the longest outstanding premium.
10. Except for the first month of cover, the terms of Rule 15 of the Policyholder Protection Rules (subject to its definition of a policyholder) provides for a 15 days' period of grace for premium payment from the date on which premium payment is due.
11. Notwithstanding the statutory grace period referred to above, the Policy Wording may grant a longer period of grace. Please refer to the Policy Wording and note that these periods run concurrently.
12. If premium is not paid on the due date or within any allowed period of grace, it could result in the repudiation of a claim.

#### **YOUR RESPONSIBILITIES AS A POLICYHOLDER**

1. You must not feel pressurised to buy this product.
2. You must check your Schedule to ensure that the items insured, their description and values are those you provided.
3. You must keep all documents handed to you and make notes of what is said to you.
4. You must advise of any change to the description, use or value of the item insured as soon as reasonably possible to ensure that you are correctly insured.
5. You must disclose all relevant facts which may influence an Insurer on any claims arising from your contract of insurance.
6. You must notify of any claim against the policy as soon as reasonably possible.
7. You must submit all forms in connection with any transaction relating to a policy to the Insurer or the Underwriting Manager fully completed in ink or electronically. For your protection you will not be permitted to sign any blank or partially completed form necessary for the purpose of the transaction, where another person will be required, permitted or allowed to fill in other required detail, or conclude any such transaction.

#### **COMPLAINTS PROCEDURE**

1. Notify your Broker of your Complaint.
2. The Administrator is committed to adhere to all relevant legislation, the FAIS General Code of Conduct, SAUMA Code of Conduct, and SAIA Code of Conduct. Should you feel that the Administrator or its service providers are not living up to this code, have contravened or failed to comply with an agreement, a law or a rule, that its administration or wilful or negligent action or failure to act has caused you harm, prejudice, distress or substantial inconvenience, or that it or its service providers have treated you unfairly; you should complete the Administrator's online form at <https://www.genlib.co.za/compliments-complaints/>
3. If your complaint is not satisfactorily resolved with the Broker and/or Administrator, you have the right to contact the Short-Term Insurance Ombudsman in relation to Claims or the FAIS Ombudsman relating to Advice offered by the Broker.

#### **CLAIMS NOTIFICATION PROCEDURE**

Immediately following any event which may result in a claim under this policy, you must:

1. Contact your Broker for assistance with instituting the claim;
2. As soon as practicable after the event, or such further time as the insurer may in writing allow, submit a claim in writing by completing the appropriate claim form for the type of loss and provide such proof, information and sworn declarations that may reasonably be required, to your Broker;
3. Note that late notification can result in the rejection of the claim;
4. Provide particulars of any other insurance covering such events as are hereby insured;
5. Make no admission, statement, offer, promise, payment or indemnity without the Insurer's prior consent in writing;
6. Report any event to the police as soon as is reasonably possible after the event if it involves malicious damage, damage to a vehicle, theft, death, injury or any other criminal act or suspected criminal act or loss of property;

7. If your property is lost or stolen, you must take all reasonably practical steps to discover the guilty party and recover the stolen or lost property; and,
8. Consult your Policy Wording and Schedule for further details on the claims procedure, notification requirements and your policy benefits. If you need advice on this, please contact your Broker for further assistance .
9. Should you encounter any difficulties with your Broker, please contact Genlib's Claims Department for assistance at [claims@genlib.co.za](mailto:claims@genlib.co.za).

#### **OBLIGATIONS OF THE INTERMEDIARY**

1. An intermediary must:
  - 1.1. protect your best interests;
  - 1.2. provide you with information to make informed decisions;
  - 1.3. make sure that you understand all the terms and conditions of the policy.
2. An intermediary must point out any exclusion or limitation in a policy that may affect the decision of the average targeted policyholder to enter into the policy and includes -
  - 2.1. a waiting period;
  - 2.2. any first amounts payable towards losses ;
  - 2.3. any limit on the amount or amounts of cover;
  - 2.4. any limit on the period for which benefits will be paid;
  - 2.5. any restrictions on eligibility to claim.
3. The intermediary must further supply you with the following information:
  - 3.1.the legal status of the intermediary;
  - 3.2.whether the intermediary holds more than 10% shares in the insurer;
  - 3.3.whether the intermediary earns more than 30% of its total commission from the insurer;
  - 3.4.the monetary value of commissions, fees or other remuneration earned on your policy;
  - 3.5.the contractual arrangements with the insurer including any restrictions or conditions;
  - 3.6.the key individual responsible for the actions and advice of the representative you deal with;
  - 3.7.whether the representative that you deal with works under supervision;
  - 3.8.how the complaints procedure of the intermediary works;
  - 3.9.the details of the compliance officer of the intermediary.

If any of this information is not forthcoming despite your request, please contact the Financial Sector Conduct Authority at 0800 11 0443 or 0800 20 2087. Alternatively, use the form on the 'contact us' page on their website <http://www.fsca.co.za>. If any of this information is not forthcoming despite your request, please contact the Financial Sector Conduct Authority at 0800 11 0443 or 0800 20 2087. Alternatively, use the form on the 'contact us' page on their website <http://www.fsca.co.za>.

#### **PROTECTION OF PERSONAL INFORMATION ACT 4 of 2013 (PoPIA)**

The POPI Act came into effect from 1 July 2021, with the explicit purpose of protecting your personal information. This act intends to balance the right to privacy with other rights such as access to information and aims to ensure that all South African institutions

conduct themselves in a responsible manner when collecting, storing, processing and sharing a data subject's personal information.

Genlib CC respects your right to privacy and takes all reasonable measures to protect this information. Our Privacy Policy is available here: <https://www.genlib.co.za/privacy-policy/>

## REGULATORY BODIES

**Name:** NFO - National Financial Ombud  
Cape Town Address: Claremont Central Bdg., 6th Flr., 6 Vineyard Rd., Claremont, WC, 7700  
Johannesburg Address: 110 Oxford Rd., Houghton Estate, JHB, Gauteng, 2198  
Telephone: 0860 800 900  
E-Mail: [info@nfosa.co.za](mailto:info@nfosa.co.za)  
Website: [www.nfosa.co.za](http://www.nfosa.co.za)

**Name:** FAIS Ombudsman  
Postal Address: P.O. Box 41, Menlyn Park, 0063  
Telephone: (012) 762-5000 / 0860 663 274  
E-Mail: [info@faisombud.co.za](mailto:info@faisombud.co.za)  
Website: [www.faisombud.co.za](http://www.faisombud.co.za)

**Name:** Financial Sector Conduct Authority (FSCA)  
Postal Address: PO Box 35655, Menlo Park, 0102  
Telephone: 0800 20 37 22  
**E-Mail:** [info@fsc.co.za](mailto:info@fsc.co.za)  
Website: [www.fsc.co.za](http://www.fsc.co.za)

**Name:** The Information Regulator  
Postal Address: P.O. Box 31533, Braamfontein, Johannesburg, 2017  
Complaints E-Mail: [complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za)  
General Enquiries E-Mail: [infoereg@justice.gov.za](mailto:infoereg@justice.gov.za)  
Website: <https://www.justice.gov.za/infoereg/index.html>