



NEDBANK
INSURANCE

MyCover Gap Warranty policy terms and conditions

see money differently

This policy is underwritten by Nedgroup Insurance Company Limited Registration No 1993/001021/06. A licensed and designated insurer and an authorised financial service provider (FSP 41104).

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Introduction

At Nedbank Insurance, we offer cover and insurance expertise you can bank on. We believe in partnering with our clients to ensure peace of mind and to avoid financial hardship wherever possible.

MyCover Gap Warranty covers the difference between your underlying warranty cover and the cost of repair.

This document describes the policy terms and conditions and explains how your policy works.



For Policy administration, Claims reporting or any administration queries.

You have the following options:

- 1 Log onto the Nedbank Money app. It's Convenient. Easy. Secure.
- 2 Email us at insurance@nedbank.co.za
- 3 Call us on 0860 333 111

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Definitions

you and your	The person or entity shown on the schedule as the insured.
us, our and we	Nedgroup Insurance Company Limited – reg no 1993/001021/06, a licensed financial services provider (FSP 41104).
your last known address	Your postal or email address that you have given us to receive our communications.
policy schedule	The annexure forming part of this policy that has your personal details and includes the vehicle description, insurance period and the premium payable.
policy start date	The date on which the policy begins and cover becomes effective.
renewal date	The first day of a new period of 12 consecutive months of cover, as shown on the schedule.
renewal period	A period of 12 consecutive months, starting from the policy start date or renewal date as shown on the schedule.
effective date	The date on which a change to the policy becomes effective.
date of loss	The date on which the loss of or damage to your vehicle, shown on the schedule, occurs.
excess	The amount that you must pay if you claim against the underlying policy.
credit agreement	A legally enforceable credit agreement in terms of the National Credit Act, 34 of 2005, that you and a credit provider have entered into for your vehicle.
credit provider	The registered financial institution, shown on the schedule, that has entered into the vehicle credit agreement with you.
underlying insurer	A registered insurance company operating under the laws of the Republic of South Africa.

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underlying insurance policy	A current, valid and comprehensive vehicle insurance policy that is in your name and covers accidental loss of or damage to the vehicle on the schedule.
vehicle	Any car, light delivery vehicle, trailer or caravan described in your schedule.
car	A private type of motor car (including station wagons, minibuses, motorised caravans and the like, or similar vehicles) made to seat 10 persons or fewer (including the driver), and not more than 3 500 kg in gross vehicle mass.
light delivery vehicle	A light delivery vehicle (including a panel van or double cab) not more than 3 500 kg in gross vehicle mass.
caravan	A vehicle (other than a trailer) that is not self-propelled and is made or adapted to be towed by a self-propelled vehicle.
trailer	A vehicle (other than a caravan) that is not self-propelled and is made or adapted to be towed by a self-propelled vehicle with a carrying capacity not more than 750 kg.
vehicle sharing	The acceptance of payment for giving lifts to passengers, when it is part of a vehicle sharing agreement for social or commuting, provided that: <ul style="list-style-type: none">• the passengers are not being carried in the course of a passenger-carrying business; and• the total payments received for these journeys do not involve any element of profit.
countries	South Africa, Namibia, Lesotho, Botswana, Eswatini, Zimbabwe, Zambia, Malawi and Mozambique.
claim	Any request for compensation, whether any amounts were established for the claim.
insured person	The owner of the vehicle at the time the policy is purchased.
private use	When the vehicle is used for: <ul style="list-style-type: none">• social and domestic purposes;• pleasure; and• journeys between home and work (your place of residence and permanent place of business).

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roadworthy	The vehicle must be maintained according to the roadworthy requirements of the National Road Traffic Act, 93 of 1996 (as amended).
current trade value	The average price that a motor dealer will pay for a pre-owned vehicle at the date of claim.
major component	In the case of multiple failures resulting in one claim, the component with the highest liability limit.
manufacturer	The entity who manufactured or supplied the vehicle, as specified in the recorded proposal or welcome letter schedule.
wear and tear	Deterioration due to the use or age of your vehicle.

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General conditions

1 Basis of this policy

This policy, the schedule, our correspondence to you, your application for insurance and any statement (written or spoken) that you make or that is made on your behalf, forms the contract between you and us.

2 Cover provided by this policy

We will provide cover under this policy only if we have received your premium as set out in section 4 below.

3 Period of this policy

3.1 Monthly paid policies

The period of this policy is initially the period from the start date of this policy, as shown on the schedule, to the last day of the calendar month in which the start date occurs. After that, the period of this policy will be one calendar month.

Your cover start date is the day on which we receive your first successful premium payment and it is valid until:

- 3.1.1 you stop paying your premiums;
- 3.1.2 you or we cancel your policy;
- 3.1.3 your vehicle is sold or written off;
- 3.1.4 your vehicle reaches 300 000 km on the odometer; or
- 3.1.5 the maximum benefit under your policy is reached, whichever happens first.

3.2 Annually paid policies

The period of this policy is initially the period from the start date of the policy, as shown on the schedule, to midnight on the day before before the start date of the following year.

Your cover start date is the day on which we receive your first successful premium payment and it is valid until:

- 3.2.1 you stop paying your premiums;
- 3.2.2 you or we cancel your policy;
- 3.2.3 your vehicle is sold or written off;
- 3.2.4 your vehicle reaches 300 000 km on the odometer; or
- 3.2.5 the maximum benefit under your policy is reached, whichever happens first.

4 Premium payments

4.1 Monthly premium payment by debit order

- 4.1.1 You must pay your premium by debit order every month before the beginning of the month to which your cover applies. If you pay by debit order, we will present your debit order to your paying agent on the date shown in the schedule.
- 4.1.2 If we do not receive your premium by that date, we will present your debit order again and collect it together with your debit order for the next month.

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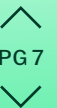
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4.1.3 If we cannot collect the outstanding amount, your policy will end on the last day of the month for which we have received your premium.

4.2 Annual premium payment by debit order

4.2.1 You must pay your premium by debit order every year before the beginning of the year to which your cover applies. The year does not have to start in January — it can start in any month of the year. We will present your debit order to your paying agent on the date shown in the schedule.

4.2.2 If we do not receive your premium by the date shown in the schedule, we will present your debit order again and collect it no later than 31 days from the first collection.

4.2.3 If we cannot collect your debit order, your policy will end on the last day of the yearly period for which we have received your premium.

4.3 Annual payment by electronic funds transfer (EFT)

If you pay your premium yearly by electronic funds transfer (EFT), you must pay the premium to us by the start or renewal date of your policy. If we do not receive your premium within 31 days from these dates, your policy will end on the last day of the yearly period for which we have received your premium.

4.4 Premium increases

We reserve the right to increase your premium once a year by giving you 31 days' written notice to your last known address.

5 Changes to this policy

We may change this policy by giving you 31 days' written notice.

6 Cancellation

You can cancel this policy at any time. We can cancel this policy by giving you 31 days' written notice of the cancellation at your last known address.

7 Claims

7.1 How to claim

7.1.1 You must tell us as soon as possible of any event that may result in a claim and if any other policy that you have covers the same event.

7.1.2 If it is necessary to disassemble any component to establish the cause or extent of the damage, it is your responsibility to authorise the disassembly to establish whether there is any liability under your policy. The cost for disassembly to establish the cause of failure will be for your own account if the claim is not covered under your policy.

7.1.3 You must give us full details of the event within three days, and all the documents we may need.

- Service History
- Damage report/failure report
- Quotation
- Invoice (if client has paid for the repairs already)

7.1.4 In the event of any damage, you must do everything you can to protect the vehicle from further loss or damage.

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7.2 How we settle claims

We may settle your claim in any one or more of the following ways:

- 7.2.1 Repairing
- 7.2.2 Replacing
- 7.2.3 Paying cash
- 7.2.4 Any combination of these

Limit: Amount shown in the schedule, less any excess, if applicable.

Before we finalise or settle any claim, we may ask you to sign an agreement of loss.

7.3 Our rights after an event that may lead to a claim

- 7.3.1 You must give us all information and help that we need.
- 7.3.2 We may, at any time, give up control of any defence, settlement or proceedings and pay you the full amount of our liability, or any lesser amount for which the claim can be settled. If we do so, we will no longer have any liability.
- 7.3.3 If this policy insures you and any other person, we may give any compensation to the other person, and we will no longer have any liability.

7.4 Time limits

- 7.4.1 If we reject your claim or dispute the claim amount, we will let you know in writing. You then have 90 days from the date of our communication to make written representations to us.

- 7.4.2 If we still reject your claim or dispute the claim amount, you may start legal proceedings against us. You must do so within 180 days from the date on which we responded to your written representations.

- 7.4.3 After 12 months from the date of the claim event, we will not be liable anymore, unless the claim is the subject of pending court action or arbitration.

7.5 Fraudulent or wilful acts

You will lose all rights to claim under this policy if:

- 7.5.1 a claim or any part of it is fraudulent or if you or anyone acting on your behalf uses any fraudulent means to benefit from this policy;
- 7.5.2 a claim happens due to a deliberate, wilful or intentional act committed by you or with your involvement or anyone acting on your behalf;
- 7.5.3 the claim information is untrue or if the documents to support your claim are fraudulent; or
- 7.5.4 you or anyone acting on your behalf exaggerates the extent of the claim.

8 Duty of care

You must take all reasonable precautions and care to prevent or minimise loss or damage.

9 Your rights

You may not cede or assign your rights or obligations to another person. No other person may make a claim against us.

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10 Other insurance

If a claim is payable under this policy and under another policy, we will pay only our proportional share of the claim.

11 Disclosure of information that affects the risk

11.1 We may declare the whole or any part of this policy invalid if you:

- 11.1.1 have not given us all the details that affect your risk; or
- 11.1.2 have misrepresented or misdescribed any details that affect your risk, whether with regard to your underlying warranty policy or claim or with regard to this gap warranty policy or claim.

11.2 You must tell us immediately of any change in your risk. If your risk changes, it may result in a change of cover or premium from the date of the change. If you do not tell us about any material changes to your risk, we will be entitled to void the policy or reject any claim that occurred after the change in your risk.

12 Jurisdiction

This policy is subject to the jurisdiction of the courts and the laws of the Republic of South Africa.

13 Your right to privacy and sharing of your information

13.1 Sharing of information

13.1.1 To combat insurance fraud and to determine and properly evaluate risks, the South African Insurance Association (SAIA) created a shared database for storing insurance information of policyholders. We will store your information in this shared database to verify any underwriting information against legally recognised sources or databases.

13.1.2 Fighting insurance fraud will benefit you, because fraud has an enormous effect on the short-term insurance industry. It affects the evaluation and determination of risks by insurers, and it affects you directly as it leads to higher premiums. We are serious about combating fraud and the fair evaluation of risks, because we want to keep your premium as fair and competitive as possible.

13.2 Your right to privacy

13.2.1 Your privacy is important, and we will use all reasonable efforts to ensure that any information, including personal information (like your name, physical address, ID number or phone number) that you give us or that we collect from you or third parties is processed, transferred and stored in a secure manner.

13.2.2 We may, however, process your personal information (as defined in section 1 of the Protection of Personal Information Act, which may sometimes change), including fingerprints, biometric personal identification details, photographs and identity verification, to provide financial services and to detect and prevent fraud and money laundering.

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We may also send your personal information by electronic or other means for processing to third parties and foreign countries (if necessary) to deliver a financial service to you. You understand that these countries may not have specific data privacy laws. If that is the case, we will enter into appropriate confidentiality agreements with these service providers in the foreign countries.

13.3 Your authorisation to us

- 13.3.1 You acknowledge that, in the public interest, the sharing of information regarding claims and underwriting records by insurance companies is desirable to enable them to assess risks fairly, issue policies and reduce the incidence of fraudulent claims. This will contribute to keeping premiums as low as possible.
- 13.3.2 You therefore give us permission to process and share your information for this policy for underwriting purposes or to validate a claim that you have made or that someone has made on your behalf in terms of this policy.
- 13.3.3 You give us permission to store your information in the shared database and use it as explained above.
- 13.3.4 You give us permission to give your information to any insurer or its agent.
- 13.3.5 You give us permission to verify any underwriting information against, and share it with, legally recognised sources or databases.

14 A person who deals on your behalf

You give up your right to receive compensation if a person who deals on your behalf does not comply with the conditions, exclusions, or any other terms of this policy in the event of a claim.

15 Amendments to conform to law

You and we agree that any terms or conditions of this policy that are against any law will be changed to adhere to the law.

16 Insurable interest

You may only insure a vehicle in which you have an insurable interest. You only have an insurable interest in the vehicle if you stand to suffer a direct loss due to it being lost or damaged.

17 Cooling-off period

You can cancel this policy within 14 days from the start date. We will then refund any premium that you paid during this period, on condition that you have not submitted a claim and no compensation has been paid under this policy.

18 Release of liability

It is expressly agreed and declared that we will have no liability and obligations under your policy if you do not comply fully with the terms and conditions of your policy.

19 Unavailable parts

If a part that is needed to repair the vehicle is not available as a standard, ready-made part in South Africa, we will pay an amount equal to the value of the part at the time of the loss or damage, including reasonable cost to transport the part (not by air). We determine the value of the part according to the price in the most recent catalogue or price list for the vehicle.

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General exclusions

We will not cover any loss, damage or legal responsibility that is caused, results from or relates to any of the following:

1 Riots, wars, political acts, public disorder, terrorism or any attempted acts of this kind

- 1.1 Civil commotion, labour disturbances, riot, strike, lock-out or public disorder or any act or activity that is calculated or directed to bring about any of the above.
- 1.2 War, invasions, act of foreign enemy, hostilities, or warlike operations (whether war is declared or not), or civil war.
- 1.3 Mutiny, military rising or usurped power, martial law or state of siege, or any other event or cause that determines the proclamation or maintenance of martial law or state of siege, insurrection, rebellion or revolution.
- 1.4 Any act (whether on behalf of an organisation, body, person or group of persons) calculated or directed to overthrow or influence any state or government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence.
- 1.5 Any act calculated or directed to bring about loss or damage to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any state or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section of them.
- 1.6 Any attempt to perform any act referred to in 1.4 or 1.5 above.
- 1.7 The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event referred to in 1.1 to 1.6 above.

- 1.8 Any act of terrorism. An act of terrorism means the use or threat of violence for political, religious personal or ideological reasons. This may include an act that is harmful to human life. It could be committed by any person or group of persons, acting alone, on behalf of or with any organisation or government. It includes any act committed with the intention to influence any government or inspire fear in the public.

2 Events for which legislation covers the damage

Events for which there is a fund under the War Damage Insurance and Compensation Act, 85 of 1976, or any similar act in any of the countries to which your policy applies.

3 Nuclear substances

Nuclear weapons material, ionising radiations or contamination by radioactivity from nuclear fuel or nuclear waste, or from the combustion of nuclear fuel, which includes any self-sustaining process of nuclear fission..

4 Nationalisation

Nationalisation, confiscation, commandeering, requisition, wilful destruction, forfeiture, attachment, impounding, seizure or preservation or any similar actions or processes by any court order, customs officials, police, crime prevention units, or lawfully constituted authority or officials.

5 Liability by agreement

Any liability that you have because of an agreement you have entered into, unless you would have been liable if the agreement did not exist.

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6 Indirect loss

Consequential or indirect loss unless otherwise shown to be included.

7 Sanctions

We will not provide cover and will not be liable to pay claims or to provide any benefit if it will expose us to any sanction, prohibition or restriction under United Nations resolution or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, irrespective of enactment in the jurisdiction where the benefit is provided.

8 Infectious or contagious disease

We do not cover death, injury, sickness, loss, damage, cost or expense, legal liability, or any consequential loss or damage caused by, arising, resulting from or in consequence of:

8.1 any infectious or contagious disease (of whatever nature or cause);

8.2 any indication, fears or threat of a possible infectious or contagious disease (of whatever nature or cause);

8.3 irrespective:

8.3.1 of where in the world the disease may exist or be feared to exist;

8.3.2 of whether a local, regional or governmental authority, including the President of South Africa, has declared that an infectious or contagious disease exists locally, nationally or in any area or constitutes or has given rise to a national state of disaster or emergency.

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Eligible vehicles

For your vehicle to be covered under this policy, it:

- must be a passenger, 4x4 or light commercial vehicle with a gross vehicle mass of less than 3 500 kg;
- must not be a motorcycle, a four-wheeled bike, a scooter, a caravan or a motorhome, a trailer, a rental vehicle or a boat;
- must not be a taxi, rental vehicle, exotic vehicle, a rebuilt vehicle (Code 3), a modified vehicle or a vehicle that is or has been used in any form of motoring competition or sport;
- have less than 300 000 km recorded on the odometer;
- must be less than 15 years old;
- must be roadworthy;
- must be for private use only;
- must be covered by an underlying warranty policy.

The vehicle must have a full service history according to the manufacturer's specification. If the vehicle does not have an up-to-date service history, you must have the vehicle serviced within 31 days of your policy start date. This service must be done at your own cost and in line with the manufacturer's specification for the age and kilometres of the vehicle at the time.

You must take all reasonable steps to maintain your vehicle and keep it in a proper and efficient state.

1 Specific exclusions

- 1.1 This policy does not cover any of the following uses of the vehicle:
 - 1.1.1 Hiring out your vehicle.
 - 1.1.2 Carrying passengers for hire or passengers who pay a fare (other than vehicle sharing to conserve fuel).

- 1.1.3 Driving instruction for reward.
- 1.1.4 Towing another vehicle for reward.
- 1.1.5 Racing of any kind, speed or other contests or trials, rallying or competitions involving timing.
- 1.1.6 Carrying explosives, hazardous substances or materials that require permission or permits from authorities.
- 1.1.7 Carrying more passengers or weight than the vehicle is licensed or designed to carry.
- 1.1.8 Being anywhere outside the countries as defined.
- 1.1.9 Being in the possession, custody or control of a member of the motor trade, except for the purpose of maintenance or repair.
- 1.1.10 If the vehicle is a caravan or trailer, used for any business, trade or occupation or the carriage of any passengers.
- 1.1.11 It is your responsibility to ensure that, in the case of diesel vehicles, the diesel pump is calibrated according to the manufacturer's specifications. A failure resulting from incorrect calibration will result in rejection of your claim.

1.2 Cover will not apply if there is no underlying warranty policy in place or if the underlying warranty policy is not active.

1.3 The following are not covered:

- 1.3.1 Depreciation in value, whether from repairs or otherwise.
- 1.3.2 Gradual damage (for example rust, mildew, corrosion, decay).

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- 1.3.3 Rusting, damage or liability arising from any event unrelated to a claim, unless this event relates to a valid claim registered separately and in line with the terms and conditions of your policy.
- 1.3.4 Damage to tyres by the application of brakes or by punctures, cuts or bursts caused by road hazards.
- 1.3.5 Damage to the suspension system due to unevenness of the road or other surface or due to impact with the unevenness.
- 1.3.6 Damage to the vehicle resulting directly from the vehicle not being roadworthy.
- 1.3.7 Damage or cause of failure that existed at the time you purchased your policy.
- 1.3.8 Damage or cause of failure that is not defined under 'Benefits' or any damage exceeding the compensation limit of your policy.
- 1.3.9 Any vehicles that do not meet the vehicle eligibility criteria.
- 1.3.10 Any further or additional loss or indirect loss or damage of any kind or description.
- 1.3.11 Damage resulting from the fitting of experimental units or modifications other than those approved by the original vehicle manufacturer.
- 1.3.12 Damage caused by theft, hijacking, an accident, fire, malicious damage, misuse or neglect.
- 1.3.13 Any claims for repair, replacement or alterations not accompanied by a valid, fully completed and detailed VAT invoice.
- 1.3.14 Any work undertaken without our prior authorisation.
- 1.3.15 Damage to beading or moulding, damage involving accessories, door mouldings, plastic/vinyl/hardened rubber trim parts, window moulding, lamps of any sort or any window panel.
- 1.3.16 Damage caused by stickers or decals.
- 1.3.17 Any standard services and service parts required during routine maintenance.
- 1.3.18 Any repairs, if it is discovered that the odometer has been disconnected or tampered with.
- 1.3.19 Loss or damage resulting from any water, foreign substances, incorrect or contaminated fuel, defective products or poor workmanship.
- 1.3.20 Any oil leaks of any nature and/or damage caused as a result.
- 1.3.21 Any hose, pipe, auxiliary belts, fan blades, CV rubber boots or dust covers.
- 1.3.22 Any regassing of the air conditioner.
- 1.3.23 Any loss of or damage to accessories or spare parts.
- 1.3.24 Any claim in terms of your policy, unless you have complied with all your policy terms and conditions.

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- 1.3.25 Any liability to any passenger or third party, including third-party vehicles, for loss, damage or personal injury
- 1.3.26 If the vehicle is used for any purpose not described in the class of use shown in the schedule for that vehicle.
- 1.3.27 If you are using the vehicle while you are under the influence of intoxicating liquor or drugs, or if your blood or breath alcohol concentration exceeds the legal limit.
- 1.3.28 If any other person is using the vehicle with your express or implied permission who, to your knowledge, is under the influence of intoxicating liquor or drugs or if their blood or breath alcohol concentration exceeds the legal limit.
- 1.3.29 If you are using the vehicle and you do not have a licence to drive the vehicle, irrespective of where the vehicle is being driven.
- 1.3.30 If any person is using the vehicle with your express or implied permission and the person does not have a licence to drive the vehicle, irrespective of where the vehicle is being driven.
- 1.3.31 Any parts not specified under the 'Compensation limits' section.
- 1.3.32 Any mechanical and or electrical failure that can be covered under any insurance policy like gap cover.

- 1.3.33 Any cause of breakdown if, in the opinion of the intermediary acting on behalf of the insurer, that was evident before the purchase date of your policy.
- 1.3.34 Any loss or claim arising if there is misrepresentation, non-disclosure or incorrect description of any fact or circumstance, whether relating to your policy or your claim in terms of your policy.

If we state that a claim is not covered because of 1 to 9 above, you must prove the contrary.

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Benefits

Your policy covers the following benefits during the policy term.

1 Gap cover

If your claim cost is higher than the underlying policy's limit, your policy will cover the difference up to the applicable compensation limit.

2 Unintentional contravention of underlying policy cover

2.1 Wear and tear, overheating or cambelt failure

If the cause of failure is due to wear and tear, overheating or cambelt failure and the contravention of the underlying policy was not deliberate, your policy will cover you up to the applicable compensation limit.

2.2 Mechanical and/or electrical failure

If there is mechanical or electrical failure and the claim is not authorised under the underlying policy due to any unintentional contravention, your policy will cover you up to the applicable compensation limit.

3 Supplementary component cover

This extra benefit gives you cover for a component that is not covered under your underlying policy, up to the applicable compensation limit.

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Compensation limits

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The compensation limits for each individual component or supplementary benefit is listed in the table below and includes VAT.

If there are multiple mechanical or electrical failures due to the same incident, they will be treated as one claim. The compensation limit for the claim will be the sum of the limits for each individual component covered under your policy, but may not exceed the limit of the major component.

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You may claim as many times as you need to during the policy term, as long as the sum of all claims does not exceed the current trade value of your vehicle.

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Option	Basic	Premium
Gap cover		
Mechanical failure	R6 500	R11 000
Electrical failure	R6 500	R11 000
Wear and tear	R2 500	R4 000
Cambelt failure	R2 500	R4 000
Overheating	R2 500	R4 000
Unintentional contravention of underlying policy cover		
Wear and tear, overheating or cambelt failure	R2 500	R4 000
Mechanical or electrical failure	R6 500	R11 000
Supplementary component cover		
Supplementary component cover	R1 800	R2 300

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Cover under this policy is given subject to the following terms and conditions and exclusions.



nedbank.co.za/insurance

Nedbank head office
135 Rivonia Road Sandown Sandton 2196
PO Box 1007 Johannesburg 2000 South Africa
+27 (0) 11 294 9000

This policy is underwritten by Nedgroup Insurance Company Limited Registration No 1993/001021/06. A licensed and designated insurer and an authorised financial service provider (FSP 41104).