

# **Scratch & Dent Protect**

## **POLICY WORDING**

**Underwritten by Infiniti Insurance Limited (we/us/our Insurer)**  
**An Authorised Financial Service Provider FSP Nr: 35914**  
**Administered by Infinite Credit Underwriting Managers (Pty) Ltd (Administrator)**  
**An Authorised Financial Service Provider FSP Nr: 46366**

### **GENERAL OPERATIVE CLAUSE**

This Policy and the Schedule are the contract between Infiniti Insurance Limited (the Insurer/we/us/our), administered by Infinite Credit Underwriting Managers (Pty) Ltd and the Insured and other Insured/s stated in the Schedule. Any application or statement made by yourself or on your behalf will form the basis of this Policy and be part thereof.

In consideration of and upon receipt of the premium, we will indemnify you, subject to the terms, exclusions and conditions of the Policy, against occurrences for which you are covered under the Policy, that occur during the period of insurance stated in the Schedule. We will indemnify you by direct payment into your bank account as per the banking details on the Policy Schedule of this Policy Document or directly to the repairer. It is your responsibility to make sure that all details that we have, concerning you, are correct.

### **GENERAL TERMS AND CONDITIONS**

These Terms and Conditions shall also incorporate, as express Terms and Conditions, all the contents of your Policy Document, which you will be deemed to have read.

It is expressly agreed and declared that the Administrator, acting on behalf of the Insurer, will be released from all liability and obligations under your Policy if the Terms and Conditions of your Policy are not fully complied with.

#### **1. The product is intended to:**

Provide you, the customer, with an exclusive minor repair Policy that will cover repairs to dents, scratches, stone chips, hail damage and tar removal. By purchasing your Scratch & Dent, you have now made provision for the removal of minor dents, scratches and bumper scuffs.

#### **2. Insurer Details**

Infiniti Insurance Limited underwrites the benefits of the Infinite Credit Underwriting Managers Policy, (hereinafter referred to as your "Policy"). The Administrator, Infinite Credit Underwriting Managers (Pty) Ltd (hereinafter referred to as "Infinite Credit Underwriting Managers") is an Authorised Financial Service Provider, FSP 46366.

Your Policy conforms to the requirements of the Short-Term Insurance Act 53 of 1998 (as amended) and in no way detracts from i-Credit however, reserves the right to decline this insurance, which will be done within (thirty) 30 days of your Policy purchase date. In the event of such a refusal, a full refund of the premium will be made.

The initial period of insurance is the period from the inception date of the Policy to the last day of the calendar month in which the inception date occurs. Thereafter, the period of insurance is equivalent to one calendar month, no matter when the cancellation of the Policy takes place during the month.

#### **3. Definitions**

This section provides you with information pertaining to the definitions involved in your Policy:

"**Insurer**" refers to Infiniti Insurance Limited Reg Nr 1966/010741/06.

"**Administrator**" refers to Infinite Credit Underwriting Managers (Pty) Ltd. Registration Nr 2007/018079/07 is an Authorised Financial Service Provider FSP 46366 who complies with the Financial Advisory and Intermediary Services Act 37 of 2002.

"**You/your**" refers to the person whose name and address appears on the Proposal Form or Welcome Letter Schedule.

"**Your Vehicle**" refers to the vehicle described in the Policy Schedule, which may be any light motor vehicle, mini bus (maximum 16 seater), motorcycle, caravan, light delivery vehicles or panel van (all with a gross vehicle mass not exceeding 3 500kg), trailer (with a carrying capacity not exceeding 750kg), but excluding any taxi, any vehicle used to transport fare paying passengers, rebuilt vehicle, emergency vehicle, security and/or armed response vehicle, towing vehicle or any vehicle used for racing or rallying.

"**Insured**" refers to the owner of the vehicle at the time of purchase of your Policy, or in the instance where the Policy has been transferred in terms of your Policy, the new owner of the vehicle.

"**Premium**" refers to the amount payable by you as stated in the Policy Schedule or any endorsement issued in terms of this Policy.

"**Date of Loss**" refers to the date upon which the damage to, or loss occurred, which date must fall within the Period of Insurance.

"**Underlying Policy Schedule**" refers to the Schedule of Insurance, issued in terms of your Underlying Policy, and containing your details, the details of your vehicle, the details of your address, period of Insurance and premium payable.

"**Option 1**" refers to the claim value up to R5 000.00.

"**Repairing Dealer**" refers to an Authorised Repairing Dealer that conforms to the strict requirements of the Administrator's quality control panel.

"**Waiting Period**" refers to the date after (three) 3 months, or (ninety) 90 days, when the first premium of the Policy was collected.

"**Claims Limit**" refers to the limitation of (two) 2 claims per annum.

#### **4. Cover Provided by this Policy**

We will provide cover as described in this Policy wording, provided we have received the premium due and you have complied with the Terms and Conditions of the Policy. The covered amounts are:

##### **4.1. Limitations on Claims:**

Chips to the bodywork of your vehicle that are not more than 3mm in diameter.

Dents to the bodywork of your vehicle that are not more than 5cm in diameter.

Scratches to the bodywork of your vehicle that are not longer than 10cm.

#### **5. Period of this Policy**

5.1. 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.

## **6. Payment of Premium**

- 6.1. All premiums are payable monthly in advance.
- 6.2. You must pay your premium every month by debit order before the beginning of the month to which cover applies. We will present your debit order to your bank on the date shown in the Schedule. If we do not receive your premium by the date shown in the Schedule;
- 6.2.1. You have instructed your Bank not to honour the debit order, all cover under this Policy will end on the last day of the month for which we have received your premium;
  - 6.2.1.1. If this is the first premium due, in terms of the Policy, the Policy will be cancelled with immediate effect.
  - 6.2.1.2. From the second month onwards, you will be granted a (fifteen) 15 day grace period in which to pay the premium. If you do not pay the premium on the due date or within the grace period, this Policy will end on the last day of the month for which we have received your premium.
  - 6.2.1.3. In terms of a ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative tax invoice, debit note or credit note as contemplated in sections 20 (7) and 21 (5) of the VAT Act respectively and supersedes any Policy documentation or renewal notice issued by insurers for this purpose.
  - 6.2.1.4. All amounts stated in this Policy are expressed inclusive of VAT at 15%. For clarity, it is noted that in cases where the excess/deductible is expressly recovered by the Insurer from the Insured, the excess/deductible in terms of the Policy so recovered, does not constitute a consideration as defined in the VAT Act and as such has no VAT consequence.

## **7. Changes**

- 7.1. We may make changes to this Policy by giving you (thirty) 30 days written notice of the changes at your postal address or email address as shown on the Schedule. It is your responsibility to ensure that we are in possession of the correct details.
- 7.2. You may make changes to this Policy at any time.

## **8. Cancellation**

- 8.1. You may cancel this Policy or any section at any time.
- 8.2. We may cancel this Policy, any section, or part of it by giving you (thirty-one) 31 days written notice of the cancellation at your postal address or email address as shown on the Schedule. It is your responsibility to ensure that we are in possession of the correct details.

## **9. Your Rights**

- 9.1. You (in this paragraph meaning the names set out in the Schedule) may not cede or assign your rights or obligations to another person. No other person may make a claim against us.

## **10. Claims**

- 10.1. Before we finalise or settle any claim, we may require you to sign an Agreement of Loss.
- 10.2. There will be no premium refund if the maximum insured amount or limit of compensation is settled for any claim. If we compensate you for a claim for the maximum insured amount or limit of compensation payable for an event or item, we will not refund any premium for the remainder of the period of your insurance for that event or item.

## **11. Fraudulent or Wilful Acts**

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

- 11.1. a claim or any part thereof is fraudulent or if you or anyone acting on your behalf uses any fraudulent means to obtain any benefit under this Policy; or
- 11.2. a claim occurs due to a deliberate, or wilful, or intentional act committed by you or with your involvement or anyone acting on your behalf; or
- 11.3. information or documents in support of a claim, whether created by you or on your behalf, is not true, is not complete or is fraudulent.

## **12. Time limits**

- 12.1. If we reject your claim or dispute the amount of your claim, which decision will be communicated to you in writing, you may within 180 days from the date of our communication make written representation to us.
- 12.2. If we still reject your claim or dispute the amount of your claim despite your written representation, you may institute legal proceedings against us within (six) 6 months from the date we communicate to you the rejection of your written representation.
- 12.3. We are not liable after (twelve) 12 months from the date of the event that gives rise to a claim, unless the claim is:
  - 12.3.1. the subject of pending court action or arbitration; or
  - 12.3.2. for amounts for which you may become legally liable.

## **13. Other insurance**

- 13.1. If a claim is payable under this Policy and under any other Policy, we will only pay our proportional share of the claim.

## **14. Information that affects the risk**

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

- 14.1. have not given us all the details that affect the risk; or
- 14.2. have misrepresented or misdescribed any details that affect the risk.
- 14.3. You must advise us immediately of any change in the risk. Should there have been any material change in the risk, then we may amend the cover and premium from the date of the change.
- 14.4. If you do not inform us of any material change in the risk, we will be entitled to void the Policy or reject any claim that occurred after the change in the risk.  
For this General Terms and Conditions, the term "you" includes any person acting on your behalf.

**15. Jurisdiction**

15.1. This Policy is subject to the jurisdiction of the courts of the Republic of South Africa. South African law will apply.

**16. Sharing of insurance information and your authorisation to us**

**16.1. Sharing of information**

To combat insurance fraud and to determine and properly evaluate risks, the South African Insurance Association (SAIA) has created a shared database for storing insurance information of Policyholders.

We will store your information in the shared database to verify any underwriting information against legally recognised sources or databases.

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 combatting fraud and the fair evaluation of risks because we want to keep your premium as fair and competitive as possible.

**16.2. Your right to privacy**

Your right to privacy is a fundamental right that is included in The Constitution of the Republic of South Africa, 1996. This right is, however, restricted in certain circumstances. These circumstances include cases where the parties disclosing information and the parties who are privy to it, have a legal interest in that information. This means that in terms of South African law, we may disclose and/or receive information if we intend using it to prevent fraud and to underwrite risks fairly.

**16.3. Your authorisation to us**

You acknowledge that the sharing of information for underwriting and claims purposes is in the public interest, as it will enable insurers to underwrite policies and assess risks fairly, and to reduce the incidence of fraudulent claims. This will contribute to keeping premiums as low as possible.

On your behalf and on behalf of any person who you represent, you waive your rights to privacy for any underwriting and Claims information for any insurance Policy or claim made by you or on your behalf.

You consent to such information being stored in the shared database and used as set out above.

You consent to such information being given to any Insurer or its agent.

You consent to any underwriting information being verified against and shared with legally recognised sources or databases.

**17. A person who deals on your behalf**

17.1. You give up your right to receive compensation if a person who deals on your behalf does not comply with the Terms and Conditions of General Terms and Conditions for the event or claim.

**18. Amendments to conform to law**

18.1. You and we agree that any Terms or Conditions of this Policy that are against any law, will be amended to conform to such law.

**19. Exclusions**

The company shall not be liable for:

19.1. an underlying comprehensive insurance claim is rejected or repudiated;

19.2. an underlying insurance Policy is cancelled due to unpaid premiums, fraud or incorrect declarations.

19.3. Any loss which, in the opinion of Infinite Credit Underwriting Managers, acting on behalf of Infiniti Insurance (Pty) Ltd, was evident prior to the purchase date of your Policy;

19.4. Any existing damage.

**20. Premium Increases**

20.1. The premium payable will increase based on inflationary increases on the anniversary date of the Policy.

20.2. If a claim is registered under this Policy, the premium payable will increase accordingly on the next collection date after each and every claim.

**DISCLOSURE NOTICE**

This notice does not form part of the Insurance Contract (Policy) or any other document. It does however contain valuable information.

**Introduction**

The FAIS (Financial Advisory and Intermediary Services) Act (Act 37 of 2002) has been introduced to protect consumer rights and makes provision for:

- Registration of Brokers referred to as Financial Service Providers (FSP) who must comply with certain requirements such as academic qualifications and experience. The FSP must also comply with fit and proper requirements referring to honesty, competency and solvency.
- The disclosure to you as the client of material information regarding:
  - details of the Product Supplier (Insurer).
  - details of the FSP.
  - details of the financial service.
- Your rights to lodge a complaint and seek resolution thereof through the FAIS Ombud offices.

**Our Disclosure**

Name : Infiniti Insurance Limited  
Physical Address : Block F, Upper Grayston Office Park,  
152 Ann Crescent, Strathavon, Sandton  
Postal Address : PO Box 23, Strathavon, 2031  
Telephone : 011 718 1200  
Fax : 011 726 1874

## **Underwriting Manager**

Name : Infinite Credit Underwriting Managers (Proprietary) Limited  
Physical Address : 16 Gibson Road,  
Sunward Park, Boksburg  
1459, South Africa  
Postal Address : Suite 178, Private Bag X3  
Strubens Valley  
1735  
Telephone : 010 300 6291  
Email : [henry@i-credit.co.za](mailto:henry@i-credit.co.za)  
FAIS License : FSP Number 46366

## **Compliance Officer Details of Underwriting Manager**

Name : Craig Ormrod  
Associated Compliance  
Telephone : 011 678 2533  
Cell : 082 418 8844  
Postal Address : PO Box 9655 Devon Valley 1709  
Email address : [craig@associatedcompliance.co.za](mailto:craig@associatedcompliance.co.za)

## **FAIS License Information**

Services : Advice and Intermediary  
Categories : Personal and Commercial – Short Term Insurance.  
FSP Number : 35914  
Email address : [compliance@infinitiafrica.com](mailto:compliance@infinitiafrica.com)  
Complaints : Direct your complaint to the above address or by email to [complaints@infinitiafrica.com](mailto:complaints@infinitiafrica.com)  
Professional Indemnity: Our Professional Indemnity Policy is underwritten by Brit, Channel Syndicate, Catlin and Markel Syndicate of Lloyds Limited.

## **Your Policy**

Type of Policy : Personal / Commercial Lines – Short Term Insurance.  
Premium : Premium is the amount you pay us for the cover under the Policy. The premium payable and frequency is reflected on your Policy Schedule or endorsement. The premium is payable before inception or renewal of the Policy, subject to a (fifteen) 15-day period of grace. Non-payment of the premium will result in contractual lapsing of the Policy. Please ensure that your FSP has explained the consequences of non-payment of premium to you.  
Fees : Any fees payable by you to the FSP are separately disclosed on your Policy Schedule. FSP are separately disclosed on the Policy.  
Binder Fees : Any Binder Fee payable to the FSP by us is separately disclosed on your Policy Schedule.  
Commission : Any commission payable to the FSP by us is separately disclosed on your Policy Schedule.

## **Complaints Resolution Procedure**

### **Summary**

The objective of the complaints procedure is to set out the steps that enables you to approach the FAIS Ombud for determination on a complaint, where the complaint constitutes a monetary claim up to R800 000, without incurring legal expenses.

### **What is a complaint?**

A complaint can only arise if:

- Infinite Credit Underwriting Managers (Pty) Ltd, its representative contravened or failed to comply with a provision of the Act and as a result you have or are likely to suffer financial prejudice.
- we or our representative wilfully or negligently rendered a financial service which caused or is likely to cause financial prejudice.
- we treated you unfairly.

### **How do you lodge a complaint?**

Inform Infinite Credit Underwriting Managers (Pty) Ltd in writing that you have a complaint and if possible complete their Client Complaint Form.

### **What happens after this?**

- We have (three) 3 weeks to acknowledge receipt of the complaint if we cannot resolve the complaint in that period.
- We must resolve the complaint within (six) 6 weeks.

### **What other rights do you have?**

If after (six) 6 weeks, we have not resolved the complaint or the complaint has not been resolved to your satisfaction, you may approach the FAIS Ombud within (six) 6 months of the resolution by Infinite Credit Underwriting Managers (Pty) Ltd. You must complete a Complaints Registration Form that you can download from the FAIS Ombud website.

## **FAIS Ombudsman**

Physical Address : Celtis House, Eastwood Office Park, Lynwood Road, Pretoria  
Postal Address : PO Box 74571, Lynwood Ridge, 0040  
Telephone : 012 470 9080  
Fax : 012 470 9098

**Customer Contact Division**

Telephone : 0860FAISOM (0860324766) / 012 470 9080  
Fax : 012 348 3447  
Email address : info@faisombud.co.za  
Website : www.faisombud.co.za

**A FULL COPY OF THE COMPLAINT RESOLUTION POLICY AND PROCEDURES IS AVAILABLE FROM OUR OFFICES**

**Compliance Officer of Insurers Details**

Name : Peet Pieterse  
Authorised to outsource their service under Licence CO 6897  
Telephone : 011 718 1200  
Fax : 011 726 1874  
Postal Address : PO Box 23, Strathavon, 2031  
Email address : PeetP@infinitiafrica.com  
Your Intermediary : Also referred to as your broker or  
Financial Service Provider (FSP). The name of your Broker is reflected on your Policy Schedule.  
Legal Status : Your Broker is authorised by us in terms of an Agency Agreement to render advisory and intermediary  
services regarding our financial products in the categories they are licensed for.  
Your Broker is not a representative of Infniti Insurance Limited and Infniti Insurance Limited accepts no  
responsibility for their actions.  
Your Broker must disclose to you whether they hold professional indemnity insurance or not.