

TOP-UP PROTECT

POLICY WORDING

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

SECTION 1 – DEFINITIONS

You/ Your/ Yours mean the person or company in whose name the Policy is issued.

Vehicle – refers to the vehicle described in the Schedule designed to carry no more than 16 (sixteen) people, and being a light motor vehicle, motorcycle, minibus, caravan, light delivery vehicle or panel van or commercial vehicle not being or exceeding 3.5 (three point five) Tons. Market value refers to the midpoint between retail value and trade value in the Auto Dealers Guides prepared by Trans Union Auto Dealers Information Services for the month in which the loss or damage that resulted in your claim happened.

SECTION 2 – COVER PROVIDED

In the event of your vehicle being stolen or damaged and declared a total loss and provided that you have adhered to the terms and conditions of this Policy and paid the premium to us on or before the due date, then we will settle the outstanding debt on your credit agreement. The outstanding debt will be the total amount of all instalments outstanding at the time of the event resulting in the claim, had regular instalments been paid, plus any residual less any finance charges rebated in terms of the credit agreement and the National Credit Act, less any amount paid to you by any other Insurance Policy (including your Comprehensive Motor Insurance Policy) covering your vehicle and less the first amount payable (excess) on your Comprehensive Motor Insurance Policy. No early settlement interest or premium refunds will be paid.

Maximum Indemnity:

We will not pay more than R200 000.00 If the sum insured is less than the market value, then we will deduct the difference between the Retail value and the sum insured from the amount that we pay.

SECTION 3 – GENERAL CONDITIONS

1. Comprehensive Motor Insurance Policy

You must have a fully enforceable Comprehensive Motor Policy with a registered South African insurer that covers your vehicle for accident damage, fire and theft in the country in which you are using your vehicle. Your vehicle must be insured for the correct class of use. You must claim under your Comprehensive Motor Insurance Policy before you may claim under your Policy with us.

2. Cancellation

You, alternatively the Insurer, may cancel this Policy or any section of it by giving us notice in writing. If we wish to cancel this Policy or any section of it, we must give you 31 (thirty one) days notice in writing.

3. Termination of Policy

This Policy will automatically end when the Credit Agreement ends, or we have paid a claim under the shortfall section of this Policy, or if the Comprehensive Motor Insurance Policy on your vehicle is cancelled or lapses for any reason, or if you do not pay us in terms of General Condition 5, whichever is the first to occur.

4. Correct information

You need to always give us true and correct information for us to assess the extent of your risk to us. If the information is incorrect or not true and it would have affected our decision to issue a Policy to you or the premium you would have paid, then we will not pay your claim. If any of the information that you gave us changes in any way that would make a claim more likely to occur or would have affected any of our decisions, then you must inform us immediately or we will not pay your claim. We will also have the right to cancel your Policy from inception.

5. Continuing cover

(i) Your premium is paid to us by monthly debit order. You must pay your premium in advance and, if we do not receive it by the due date, we will re-debit on the next due date, and if the outstanding premium is not received when we re-

debit we will again re-debit on the following due date, but if we still do not receive the outstanding premium due then this Policy will be cancelled at midnight on the last day of the period of insurance that you did pay us for. If you have a claim before your first debit or after your debit has been unpaid and before we re-debit, then you will have to pay us the outstanding premium before we can process your claim. The due date will be the day of each month selected by you on your proposal form.

If you put a stop payment on your debit to us, then cover will cease at midnight on the last day of the period of insurance that you did pay us for.

6. Claims

All claims must be reported to the Administrator within 60 (sixty) days of the event giving rise to the claim. You must obtain a Claim Form from the Administrator and complete and return it to the Administrator within 30 (thirty) days of the claim under your Comprehensive Vehicle Insurance Policy being finalised. You must, at your cost, obtain and give the Administrator any additional documents or information that they ask you for.

If we do not pay your claim you have 180 days from the date of rejection or avoidance to appeal to us in writing and a further 6 months to take legal action against us, or any other period that may be legislated from time to time. If you do not take legal action against us within this period, you will lose your right to claim against us.

Any payment due to you will be made to the credit supplier on your behalf.

7. Fraud and/or non-compliance

If any claim sent to the Administrator or to us is fraudulent or if you or anyone else on your behalf or with your knowledge uses any fraudulent means or device to benefit under this Policy or if you do not comply with all the terms, conditions and warranties of this Policy, then we will not pay your claim.

8. Allowing us to give out private information

You agree that we may share your private information, including any credit information and details of any previous claims, with other parties who have a valid reason to be given that information. You give up any right to privacy concerning the information and agree that we may verify any information against any other sources or databases.

9. Jurisdiction

This Policy will be subject to the Laws and Statutes that apply in the Republic of South Africa and we will only abide by judgments first delivered by or obtained from a court of competent jurisdiction in the Republic of South Africa.

10. Preventing loss or damage

You must take all reasonable steps and precautions to prevent accidents, losses or damage including, but not only, complying with and adhering to all laws, regulations, rules and by-laws that are material to the risk whether the law, regulation, rule or by-law was in force at the date that your Policy was issued or enacted at a later date. If you do not comply with this condition and your non-compliance is material to the claim, we will reject your claim.

11. Any client that is under Debt Review prior to cover being taken up will not qualify for cover.

12. Any existing client that is placed under Debt Review will have their cover revoked with immediate effect. The responsibility lies with the client to inform i-Credit of the client's change in financial status to enable i-Credit to cancel cover with immediate effect. No refunds will be paid in event of a non-disclosure.

SECTION 4 – GENERAL EXCLUSIONS

1. SASRIA Exclusion

We will not pay for:

- (A) Loss of or damage to property related to or caused by:
 - (i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or any activity which is aimed at bringing about any of the above.
 - (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - (iii) (a) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which causes the proclamation or maintenance of martial law or state of siege;
(b) insurrection, rebellion or revolution;
 - (iv) any act (whether on behalf of any organization, body or person or group of persons) aimed at overthrowing or influencing any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;

- (v) any act which is aimed at bringing about loss or damage in order 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 thereof;
- (vi) any attempt to perform any act referred to in clause (iv) or (v) above;
- (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (A) (i), (ii), (iii), (iv), (v) or (vi) above.
If we say that because of clause (A) (i), (ii), (iii), (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this Policy, then you will have to prove that we are wrong before we will pay your claim.

(B) Loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this Policy applies.

(C) Regardless of any extensions to this Policy, we will not pay for loss of or damage to property or any expense directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this exclusion an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purposes of inspiring fear in the public or any section of the public.

If we say that because of this exception, loss or damage is not covered by this Policy then you must prove us wrong for us to pay your claim.

2. Nuclear Causes Exclusion

This Insurance does not cover loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Nuclear material, nuclear fission or fusion, nuclear radiation, nuclear waste from the use of nuclear fuels, nuclear explosives or any nuclear weapon.

Definitions:

“Nuclear material”	As defined in Nuclear Materials Act 1975.
“Nuclear fission”	Refers to a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.
“Nuclear fusion”	Refers to a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.
“Nuclear radiation”	Refers to the absorption of electromagnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.
“Nuclear waste”	As defined in Nuclear Materials Act 1975.
“Nuclear fuels”	Refers to a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.
“Nuclear explosives”	Refers to an explosion involving the release of energy by nuclear fission or fusion or both.
“Nuclear weapon”	Refers to a nuclear device designed, used or usable for inflicting bodily harm or property damage.

3. General Exclusions

(A) We will not pay for:

- (i) any loss, damage, injury or claim that you have agreed to because of a contract that you have entered into or because you have sold your vehicle and not confirmed with your bank that valid and legal payment has been made before giving the vehicle to the other person.
- (ii) consequential loss or damage.
- (iii) property that has been legally taken away from you or confiscated.
- (iv) loss or damage as a result of depreciation in value whether it is as a result of repairs after a claim or not,
- (v) wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages, gradual deterioration, rust corrosion, mildew or rot.
- (vi) extras that has been financed but not insured by the underlying insurance Policy.
- (vii) the refundable portion on any insurance premium paid in advance.
- (viii) any service fee, initiation fee or licence fee that was financed or paid for by the Policy holder.
- (viii) any finance house or bank deductions after the principal claim is settled.
- (ix) finance or clients under debt review.

(B) We will not pay your claim:

- (i) if the event giving rise to the claim occurs outside of the Territorial limits on the comprehensive insurance Policy insuring the vehicle.
- (ii) if you have not been paid for own damage or have been paid by way of an ex-gratia payment under your Comprehensive Motor Insurance Policy.
- (iii) if you have modified your vehicle in any way.
- (iii) if the event giving rise to the claim is attributable to your vehicle not being in a condition that complies with
- (iv) the provisions and regulations of the Road Traffic Ordinances of the Republic of South Africa or any similar legislation which applies to the area in which you are driving the vehicle.
- (v) if you reside permanently outside of the Republic of South Africa or if your vehicle is not registered in the Republic of South Africa.
- (vi) while the vehicle is being driven or used:
 - (a) by you or any person with your consent who is not licensed to drive the vehicle in terms of legislation applying to the territory in which the vehicle is being used. This exclusion will not apply if the vehicle is being driven by you or any person with your consent while learning to drive and who is obeying the law relating to learner drivers.
 - (b) by you or any person with your consent while under the influence of intoxicating liquor or drugs or while the concentration of alcohol in your or their blood is more than the statutory limit.
 - (c) to carry any load or passengers more than the capacity that the vehicle is constructed or licensed to carry.
 - (d) for hire or the carrying of passengers for hire or reward or the carrying of fare-paying passengers.
 - (e) for racing, speed or other contests, rallies, trials or use on a race-track whether an organized event or not.
 - (f) n airport property anywhere other than in the car park or drop-off zone.
 - (g) for any purpose in connection with the motor trade (except when in for repairs) including vehicles used to tow another vehicle for reward.
 - (h) by public emergency services or for law enforcement including use by private security companies.
 - (i) if it results from a shortfall load from a previous vehicle that is known as "trade assistance".

SECTION 5 - OPTIONAL EXTENSIONS TO COVER (If noted on the Schedule and we have received additional premium)

Deposit Cover:

If your vehicle was bought less than (three) 3 years before your claim is submitted to us, we will refund you the deposit that you paid at the start of your credit agreement up to a maximum of R50 000. The benefit payable is limited to 10% of the retail value at the date of the loss. This extension is subject to all terms, conditions, and exclusions of this Policy.

SECTION 6 - INSURER'S RIGHTS AFTER AN OCCURRENCE THAT MAY LEAD TO A CLAIM

We reserve the right to contact the underlying insurance company in the event of a claim to confirm the amounts deducted and to check that all documentation is complete. In the event of a dispute or misrepresentation, the underlying insurance company's advice will be regarded as binding.

You shall at our expense, do and permit to be done all such things as may be necessary or reasonably required by us for the purpose of enforcing any rights to which we shall be, or would become, subrogated upon indemnification of yourself.

SECTION 7 - FRAUDULENT OR WILLFUL ACTS

All rights of indemnity under the Policy will be forfeited in the following circumstances:

1. If a claim is in any respect fraudulent or if fraudulent means are used by yourself, or on your behalf, to obtain any benefit under this Policy.
2. If a claim in any way occurs due to a willful act committed by yourself or with your knowledge.
3. If information supplied in connection with a claim is not true.

SECTION 8 - OTHER INSURANCE

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

SECTION 9 - USE OF YOUR PERSONAL INFORMATION

When you enter into this Policy you will be providing us with your personal information that may be protected in terms of data protection legislation, including but not only, the Protection of Personal Information Act, 2013 ("POPIA"). We will take all reasonable steps to protect your personal information.

You authorise us to:

1. process your personal information to:
 - a. communicate information to you that you ask us for.
 - b. provide you with insurance services.
 - c. verify the information you have given us against any source or database.
 - d. compile non-personal statistical information about you.
2. Transmit your personal information to any affiliate, subsidiary or re-insurer so that we can provide insurance services to you and to enable us to further our legitimate interests including statistical analysis, re-insurance and credit control.
3. Transmit your personal information to any third party service provider that we may appoint to perform functions relating to your Policy on our behalf.

You acknowledge that this consent clause will remain in force even if your Policy is cancelled or lapsed.

In respect of this section, Processing shall mean processing as defined in the Protection of Personal Information Act, 2013 ("POPIA") and includes any operation of activity or any set of operations concerning personal information including collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use of personal information.

SECTION 10 – 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 t/a i-Credit
Physical Address	:	16 Gibson Road, Sunward Park, Boksburg 1425, South Africa
Postal Address	:	Suite 178 Private Bag X3 Strubens Valley 1735
Telephone	:	010 300 6291
Email	:	henry@i-credit.co.za
FAIS Licence	:	FSP Number 46366

FAIS Licence Information

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

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

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

What other rights do you have?

If after 6 (six) weeks we have not resolved the complaint or the complaint has not been resolved to your satisfaction you may approach the FAIS Ombud within 6 (six) 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 OR OFF OUR WEBSITE

Compliance Officer Details of Insurer

Name	:	Peet Pieterse Authorised to outsource their service under licence CO 5883
Telephone	:	011 718 1200
Fax	:	011 726 1874
Postal Address	:	PO Box 23, Strathavon, 2031
Email address	:	PeetP@ininitiafrica.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 Ininiti Insurance Limited and Ininiti Insurance Limited accepts no responsibility for their actions. Your Broker has to disclose to you whether they hold professional indemnity insurance or not.