Policy Wordings

An Authorised Financial Services Provider – FSP 46366

Infinite Credit
Underwriting Managers

An authorised financial services provider – FSP 46366

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

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EXECUTIVE EXCESS PROTECT

SECTION 1 – DEFINITION OF TERMS

1. The **Insurer** will mean Infiniti Insurance Limited, an Authorised Financial Service Provider.
2. The **Underwriting Manager (we/us/our)** will mean Infinite Credit Underwriting Managers (Pty) Ltd, an Authorised Financial Service Provider.
3. **Policy** will mean the policy with Infinite Credit Underwriting Managers (Pty) Ltd which will cover the Executive Excess Waiver cover. This Policy can only be issued and will only be valid once the Comprehensive Motor Insurance section on your Personal Lines or Commercial Policy (**underlying policy**) has been issued to the Insured(s).
4. **Schedule** will mean the Policy schedule issued by Infinite Credit Underwriting Managers (Pty) Ltd.
5. **Underlying Policy** will mean a fully enforceable Personal Lines or Commercial Policy covering all assets with a registered South African Insurer which covers assets for accidental damage, fire and theft in South Africa.
6. **You/the Insured** means the person named in the schedule.
7. **He/His** also means **she/hers** and vice versa.
8. **Reinstatement** will apply once underwriting limits set out in this policy and other annexures have been exhausted.
9. **Underwriting year** a 12-month annual calendar year from the date of inception of a policy till the same date and month, 12 months hence thereafter.

SECTION 2 – GENERAL OPERATIVE CLAUSE

This Policy Wording and the Policy Schedule are the contract between Infiniti Insurance Limited, administered by Infinite Credit Underwriting Managers (Pty) Ltd, the Insured and other Insured(s) stated in the Schedule. Any application/proposal or statement/declaration 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 cover you, subject to the terms, exclusions and conditions of this Policy, against insured events for which you are covered under this Policy, that occur during the period of insurance as stated in the Schedule, provided that the sum insured shall not exceed the sum insured under this Policy, and provided that the premium is paid to date.

We will cover and/or compensate, at our discretion, the legal entity with insurable interest or you by direct payment, replacement or repair of such property described in this Schedule. All damages as a result of the “Insured Events” (Section 3 below) occurring during the period of insurance, provided that the sum insured shall not exceed the sum insured under this Policy as per the Schedule.

You must comply with the terms and conditions of the policy.

It is the Insured(s) responsibility to ensure that your details are correct.

SECTION 3 – INSURED EVENTS

A. This policy will reduce your basic excess and/or voluntary, penalty and additional excesses following the occurrence of such an event.
B. This policy is subject to the general conditions, exclusions and definitions from the underlying motor policy unless specifically stated otherwise.
C. Should the underlying Insurer repudiate our claim for any reason whatsoever, no cover will be in force with this policy.

SECTION 4 – SUM INSURED LIMITS

The claim instituted against us will be limited to the amount deducted by the underlying insurance company in respect of the basic excess in respect of any claim.

- Please note: Only when a claim is made against the underlying insurance policy will Excess Protect come into effect. The maximum limit of our liability for any one event is R100,000.
- No claim/cover if the loss falls within the underlying policies excess.
- Cover is limited to two claims under the All Risk Section, two claims under the non-motor sections (excluding All Risks), and two claims per vehicle per annum.

SECTION 5 – Claims

1. You must claim under your Underlying Policy with your Insurer before you may claim under this Policy with us.
2. 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.
3. We require the following claims documentation before a claim can be registered:
   1. Underlying Policy Schedule to verify active cover.
   2. Underlying Insurer Claim form
   3. Banking details
   4. Premium statement to verify paid up premium.
   5. Excess invoice/Signed Asset of Loss (AOL)
   6. Any document that would be reasonably required to process a claim.
4. All claims must be reported to us within 30 (thirty) days of the event, giving rise to the claim.
5. You must give us details of any other policy that covers the same occurrence and supply us with full details in writing together with full details of the relevant underlying insurance company insuring your covered vehicle(s) at the time.
6. No claims will be settled by us:
   1. in the event of the Underlying Policy insurance company rejecting or repudiating your claim,
   2. where the Underlying Policy insurance company pays a claim on grounds of ex-gratia settlement,
   3. the Underlying Policy is cancelled due to unpaid premium(s), fraud or incorrect declarations.
   4. if you accept cash settlement in lieu of writing off your vehicle(s).
7. We will not pay the insured(s) for any amounts payable by the insured(s) in respect of the Underlying Policy and this Policy (Including but not limited to outstanding premium(s) and the excess amount(s) applicable).
8. We reserve the right to appoint an Assessor to validate and assess our claim at any time.
9. You must, at your cost, obtain and give us any additional documents or information required by us to register your claim with us.
10. We do not pay a claim for more than 12 (twelve) months after the event that caused the claim unless the claim is subject of pending legal action.
11. If we do not pay your claim, you have 90 (ninety) days from the date of rejection or avoidance to appeal to us in writing and a further 6 (six) 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.
12. In the event that the stolen or hijacked vehicle is recovered with no damage/s and we have already reimbursed you your excess and the underlying Insurer refunds the excess; such refunds will be paid back to us. You will waive your rights to us for such monies recovered under this policy. The same will apply to any recoveries made by third parties in respect of the accident and/or theft/hijacking excess.
13. Where the underlying Insurance company reimburses you for the basic excess deducted, due to a recovery or any other reason, the excess amount paid by us, as settlement of your claims, will be reimbursed to us.
14. Any occurrence where theft or any other criminal act or loss is involved must be reported to the police as soon as possible but within 24 (twenty-four) hours of the event that gave rise to the claim.

SECTION 6 – GENERAL CONDITIONS

A. **Comprehensive Insurance Policy**

- You must have a fully enforceable Underlying Policy with Comprehensive Insurance, with a registered South African

Insurer that covers you for accidental damage, fire and theft in the country in which you are using your vehicle at the time of the claim.

- In the case of Motor cover your vehicle(s) shall be restricted to code 1 and/or code 2 as per the applicable Road Traffic Regulations in South Africa.
    - Motor Cover refers to the vehicle described in the Schedule for either personal lines or commercial use, but with the use reflected in your Underlying Policy schedule of insurance, designed to:
        - carry no more than 16 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.

1. Period of Insurance

- The Period of Insurance is initially the period from the inception date of this 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 to a maximum of 12 (twelve) months before renewal review.

2. Continuing Cover

1. On receipt of the monthly premium on the first calendar day of each calendar month the Policy is automatically renewed by us for 1 (one) month for a maximum of 12 (twelve) months after which the premiums and cover will be reviewed.
2. Policies will be reviewed once a year (every 12 (twelve) months) and clients will be notified of changes in premium in writing 31 (thirty-one) days before annual renewal date.

3. Reinstatement Arrangement (Annual Underwriting Year)

1. First reinstatement – 20% increase in premium for that Annual Underwriting Year and going forward and at renewal and for all future renewals, the renewal base premium will always include all reinstatement percentage increases for all previous years, plus the percentage annual renewal increase.
2. Second reinstatement - 20% increase in premium over and above the– 20% increase in premium for that Annual Underwriting Year for the First Reinstatement and going forward and at renewal and for all future renewals, the renewal base premium will always include all reinstatement percentage increases for all previous years, plus the percentage annual renewal increase and a three-month waiting period will apply before a claim can be lodged.
3. Upon the Third reinstatement in an annual underwriting year, a six-month waiting period will apply before a claim can be lodged

4. **Termination/Cancellation of Policy**

1. This Policy will automatically end when.
1. any Credit Agreement ends,
2. or we have paid a claim under the shortfall section of this Policy if opted for,
3. or if the Underlying Policy Comprehensive Insurance is voided, cancelled or lapsed for any reason,
4. or if you do not pay us in terms of General Condition E (“Payment of Premium”) below, whichever is the first to occur.
5. Unpaid premiums will be handled as follow:
    1. In the case of commercial business, if the premiums are not paid on request, all cover ceases with effect from the last day of the previous month where a full premium has been received.
1. In the case of domestic policies, if the premiums are not received on the due date or within 15 (fifteen) calendar days after the due date, this Policy is considered cancelled on the last day of the month for which premium was last fully received.

1. If you put a stop payment on your debit order to us, then cover will cease at midnight on the last day of period of insurance for which we received full payment.
2. You can cancel this Policy or any Section of it by giving us 31 (thirty-one) days’ notice in writing.
3. If we wish to cancel his Policy or any Section of it, we must give you 31 (thirty-one) days’ notice in writing.
4. Any client that is under Debt Review prior to cover being taken up will not qualify for cover.
5. Any existing client that is placed under Debt Review will have their cover revoked with immediate effect.
6. The responsibility lies with the client to inform us of the client’s change in financial status to enable us to cancel cover with immediate effect.

7. Payment of Premium

1. Your premium is paid to us by monthly debit order.
2. Due date shall be the 1st calendar day of every calendar month.
3. You must pay your premium in advance.
4. If we do not receive your premium by the due date, we will re-debit on the next due date. If the outstanding premium is not received when we re-debit, we will again re-debit on the following due date. 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 for which we receive a full payment.
5. Monies received for unpaid premiums will be allocated to the oldest outstanding premium(s).
6. The Insured and any other Insured(s) are collectively and individually responsible for the payment of the premium.

7. Preventing loss and/or damage

1. 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 this 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.
2. No refunds will be paid in event of non-disclosure.

3. Limitations and Amendments (Including Inflation and Premium Adjustments)

1. We have the right to make limitations and amendments to this Policy Contract and will provide you with 31 (thirty-one) days written notice thereof at your last contact address according to our records.

2. Correct Information

3. It is your responsibility to advise us of any change of address.
4. You need to always give us true and correct information for us to assess the extent of your risk to us.
5. If the information is incorrect or not true and it would have affected our decision to issue this Policy to you or the premium you would have paid, then we will not pay your claim.
6. 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.
7. We will also have the right to cancel this Policy from inception with no refund.

8. Fraud and/or non-compliance

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

2. Jurisdiction

3. 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.

SECTION 7 – INSURER'S RIGHTS AFTER AN OCCURRENCE THAT MAY LEAD TO A CLAIM

1. We reserve the right to contact the Underlying Policy insurance company in the event of a claim to confirm the amounts deducted and to check that all documentation is complete.
2. In the event of a dispute or misrepresentation, the Underlying Policy insurance company's advice will be regarded as binding.
3. 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 8 – FRAUDULENT OR WILLFUL ACTS

1. All rights of indemnity under the Policy will be forfeited in the following circumstances:
   - 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.
   - If a claim in any way occurs due to a willful act committed by yourself or with your knowledge.
   - If information supplied in connection with a claim is not true.

SECTION 9 – 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 10 - USE OF YOUR PERSONAL INFORMATION

A. 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").

B. We will take all reasonable steps to protect your personal information.

C. You authorise us to:
process your personal information to:
   - communicate information to you that you ask us for.
   - provide you with insurance services.
   - verify the information you have given us against any source or database.
   - compile non-personal statistical information about you.

- 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.
- Transmit your personal information to any third-party service provider that we may appoint to perform functions relating to this Policy on our behalf.

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

E. 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.

TOP UP PROTECT

Section 1 – Definition of Terms

A. The **Insurer** will mean Infiniti Insurance Limited, an Authorised Financial Service Provider.
B. The **Underwriting Manager (we/us/our)** will mean Infinite Credit Underwriting Managers (Pty) Ltd, an Authorised Financial Service Provider.
C. **Policy** will mean the policy with Infinite Credit Underwriting Managers (Pty) Ltd which will cover the Executive Excess Waiver cover. This Policy can only be issued and will only be valid once the Comprehensive Motor Insurance section on your Personal Lines or Commercial Policy (**underlying policy**) has been issued to the Insured(s).
D. **Schedule** will mean the Policy schedule issued by Infinite Credit Underwriting Managers (Pty) Ltd.
E. **Underlying Policy** will mean a fully enforceable Personal Lines or Commercial Policy covering all assets with a registered South African Insurer which covers assets for accidental damage, fire and theft in South Africa.
F. **You/the Insured** means the person named in the schedule.

G. **He/His** also means **she/hers** and vice versa.
H. **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.
I. Head notes are for reference only and do not affect the interpretation of the policy.

Section 2 – General Operative Clause

This Policy Wording and the Policy Schedule are the contract between Infiniti Insurance Limited, administered by Infinite Credit Underwriting Managers (Pty) Ltd, the Insured and other Insured(s) stated in the Schedule. Any application/proposal or statement/declaration 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 cover you, subject to the terms, exclusions and conditions of this Policy, against insured events for which you are covered under this Policy, that occur during the period of insurance as stated in the Schedule, provided that the sum insured shall not exceed the sum insured under this Policy, and provided that the premium is paid to date.

We will cover and/or compensate, at our discretion, the legal entity with insurable interest or you by direct payment, replacement or repair of such property described in this Schedule. All damages as a result of the "Insured Events" (Section 3 below) occurring during the period of insurance, provided that the sum insured shall not exceed the sum insured under this Policy as per the Schedule.

You must comply with the terms and conditions of the policy.

It is the Insured(s) responsibility to ensure that your details are correct.

Section 3 – 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 4 – 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 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

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.

Section 5 – General Exclusions

1. <u>SASRIA Exclusion</u>

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 have 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 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.
(iv) if you reside permanently outside of the Republic of South Africa or if your vehicle is not registered in the Republic of South Africa.
(v) 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 racetrack whether an organized event or not.
(f) on 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 6 – Optional Extensions to Cover (if noted on the schedule and if 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 7 – 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 8 – Fraudulent or Wilful 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 wilful act committed by yourself or with your knowledge.

3. If information supplied in connection with a claim is not true.

Section 9 – 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 10 – 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.

DEPOSIT PROTECT

Section 1 – Definition of Terms

J. The **Insurer** will mean Infiniti Insurance Limited, an Authorised Financial Service Provider.
K. The **Underwriting Manager (we/us/our)** will mean Infinite Credit Underwriting Managers (Pty) Ltd, an Authorised Financial Service Provider.
L. **Policy** will mean the policy with Infinite Credit Underwriting Managers (Pty) Ltd which will cover the Executive Excess Waiver cover. This Policy can only be issued and will only be valid once the Comprehensive Motor Insurance section on your Personal Lines or Commercial Policy (**underlying policy**) has been issued to the Insured(s).
M. **Schedule** will mean the Policy schedule issued by Infinite Credit Underwriting Managers (Pty) Ltd.
N. **Underlying Policy** will mean a fully enforceable Personal Lines or Commercial Policy covering all assets with a registered South African Insurer which covers assets for accidental damage, fire and theft in South Africa.
O. **You/the Insured** means the person named in the schedule.
P. **He/His** also means **she/hers** and vice versa.
Q. **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.
R. Head notes are for reference only and do not affect the interpretation of the policy.

Section 2 – General Operative Clause

This Policy Wording and the Policy Schedule are the contract between Infiniti Insurance Limited, administered by Infinite Credit Underwriting Managers (Pty) Ltd, the Insured and other Insured(s) stated in the Schedule. Any application/proposal or statement/declaration 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 cover you, subject to the terms, exclusions and conditions of this Policy, against insured events for which you are covered under this Policy, that occur during the period of insurance as stated in the Schedule, provided that the sum insured shall not exceed the sum insured under this Policy, and provided that the premium is paid to date.

We will cover and/or compensate, at our discretion, the legal entity with insurable interest or you by direct payment, replacement or repair of such property described in this Schedule. All damages as a result of the “Insured Events” (Section 3 below) occurring during the period of insurance, provided that the sum insured shall not exceed the sum insured under this Policy as per the Schedule.

You must comply with the terms and conditions of the policy.

It is the Insured(s) responsibility to ensure that your details are correct.

Section 3 – 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 your deposit.

If your vehicle was bought less than 3 (three) years before your claim is submitted to us, we will refund you the deposit. Cover on the deposit protector is limited to 10% of the retail value at date of loss with a maximum of R50,000.

This extension is subject to all Terms, Conditions and exclusions of this Policy.

Maximum Indemnity:

We will not pay more than R50 000. If the sum insured is less than the retail value, then we will deduct the difference between the retail value and the sum insured from the amount that we pay.

Section 4 – General Exclusions

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 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

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 such 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.

Section 5 – 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.

GENERAL EXCLUSIONS

We will not pay for:

a. 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.
b. Consequential loss or damage.
c. Property that has been legally taken away from you or confiscated.
d. Loss or damage as a result of depreciation in value whether it is as a result of repairs after a claim or not, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages, gradual deterioration, rust corrosion, mildew or rot.

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.
(iv) If the event giving rise to the claim is attributable to your vehicle not being in a condition that complies with 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.

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 of Wilful 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 wilful 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.
2. Communicate information to you that you ask us for.
3. Provide you with insurance services.
4. Verify the information you have given us against any source or database.
5. Compile non-personal statistical information about you.
6. 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.
7. 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 has 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.

TOP UP AND DEPOSIT PROTECT (COMBINED)

SECTION 1 – DEFINITIONS

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

Vehicle means 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 8Tons. Market value means 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. If the sum insured is less than the retail 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 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 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 decide 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 tell 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.

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 by within 60 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 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 to us giving information that we have concerning you including any credit information and details of any claims you have had to other people or companies 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 you not complying is material with the claim, we will reject your claim.

SECTION 4 – GENERAL EXCLUSIONS

1. SASRIA Exclusion

We will not pay for

a. loss of or damage to property related to or caused by:
b. 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
c. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
d. (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;
e. 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;
f. 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;
g. Any attempt to perform any act referred to in clause (iv) or (v) above;
   a. 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.
   b. 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.
   c. 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.

2. 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 organization 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.

3. 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" Means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another

	particle with the release of energy
"Nuclear fusion"	Means a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy
"Nuclear radiation"	Means 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"	Means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.
"Nuclear explosives"	Means an explosion involving the release of energy by nuclear fission or fusion or both.
"Nuclear weapon"	Means a nuclear device designed, used or usable for inflicting bodily harm or property damage.

GENERAL EXCLUSIONS

We will not pay for

a. 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.
b. Consequential loss or damage.
c. Property that has been legally taken away from you or confiscated.
d. Loss or damage as a result of depreciation in value whether it is as a result of repairs after a claim or not, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages, gradual deterioration, rust corrosion, mildew or rot.

We will not pay your claim

a. If the event giving rise to the claim occurs outside of the Territorial limits on the comprehensive insurance policy insuring the vehicle.
b. 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.
c. If you have modified your vehicle in any way.
d. If the event giving rise to the claim is attributable to your vehicle not being in a condition that complies with 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.
e. If you reside permanently outside of the Republic of South Africa or if your vehicle is not registered in the Republic of South Africa.
f. 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.
g. 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.
h. To carry any load or passengers more than the capacity that the vehicle is constructed or licensed to carry.
i. For hire or the carrying of passengers for hire or reward or the carrying of fare-paying passengers.
j. For racing, speed or other contests, rallies, trials or use on a race-track whether an organized event or not.
k. On airport property anywhere other than in the car park or drop-off zone.
l. For any purpose in connection with the motor trade (except when in for repairs) including vehicles used to tow another vehicle for reward.

m. By public emergency services or for law enforcement including use by private security companies.

SECTION 5 - Deposit Protect

(If noted on the schedule and we have received additional premium)

DEPOSIT COVER

If your vehicle has been bought less than three years before your claim is submitted to us, we will refund you the deposit. Cover on the deposit protector is limited to 10% of the retail value at date of loss with a maximum of R50 000.

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 giving us with your personal information that may be protected by data protection legislation, including but not only, the Protection of Personal Information Act, 2013 ("POPI"). We will take all reasonable steps to protect your personal information.

You authorise us to

1. Process your personal information to
    1. Communicate information to you that you ask us for.
    2. Provide you with insurance services.
    3. Verify the information you have given us against any source or database.
    4. 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 ("POPI") 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.

RETAIL MOTOR PROTECT

SECTION 1 - GENERAL OPERATIVE CLAUSE

This Policy Wording and the Policy 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 making a direct payment into your bank account as per the banking details provided at inception from which policy premium is paid.

It is your responsibility to ensure that all your details are correct.

SECTION 2 – INSURED EVENTS

In the event that the insured on the specified vehicle has a total loss (stolen, hijacked or written off), we shall settle the insured's claim as follows:

1.1 If the vehicle is financed, the company shall pay the financial institution the higher of: a. the outstanding balance that the insured owes as at the date of loss; or b. retail value as at the inception date of this Retail Protection Policy;

1.1.1 Less the retail value as at the date of loss;

1.1.2 Less any excesses under this Retail Protection Policy.

Any balance left over will be paid to the insured:

1.2 If the vehicle is not financed, the company shall pay the insured the inception value less:

1.2.1 **T**he retail value as at the date of loss;

1.2.2 **A**ny excesses under this Retail Protection Policy.

1.3 Definition of terms

1.3.1 The company shall mean Infiniti Insurance Company Limited;

1.3.2 Inception value shall be the retail value as at the inception of the Retail Protection Policy with the company;

1.3.3 Retail value shall be determined as per the publication of the Transunion Auto Dealers Guide; Please note that RPP specifically excludes extras, refundables such as warranties etc. and non-insurables for example "on the road cost" and "license and registration". That is, RPP insures only the basic vehicle's retail value without any adjustment for extras or vehicle condition.

1.3.4 Outstanding balance refers to the outstanding balance that the insured owes a financial institution as at the date of loss; less any:

1.3.4.1 Overdue instalments and arrear interest as at the date of loss;

1.3.4.2 rebates the insured would have been entitled to had the insured settled the loan as at the date of loss;

1.3.4.3 refunds due to the insured or the financial institutions;

1.4 Vehicle shall be restricted to code 1 and/or code 2 as per the applicable Road Traffic Regulations in South Africa.

1.5 Claims Processing Requirements:

The following documents are required and form the condition of RPP cover:

1.5.1 Agreement of Loss ("AOL") confirming the total loss of your vehicle: we require original or certified copy of AGREEMENT OF LOSS signed by you and the insurer of the underlying comprehensive Policy covering your vehicle; and

1.5.2 Original Dealer Invoice from the dealer the vehicle was purchased from;

1.5.3 Settlement letter from your bank for financed vehicles: if your vehicle is financed - we require original or certified copy of the settlement letter from your bank stating the outstanding balance on your vehicle.

1.6 Retail Protection Policy does not pay the insured:

1.6.1 If the underlying comprehensive insurance is repudiated or rejected;

1.6.2 If the underlying comprehensive Policy is voided or cancelled;

1.6.3 For any amounts payable by the insured in respect of the underlying comprehensive insurance and this Insurance Policy (including, but not limited to outstanding premiums and the excess amounts applicable);

1.6.4 If you accepted cash settlement in lieu of writing off your vehicle.

SECTION B: SPECIFIC TERMS AND CONDITIONS

Terms and conditions are applicable to all aspects of this Retail Protection Policy

2.1 Premium Payments

2.1.1 If the insured places a stop payment on the payment of the premium, this Policy will automatically be cancelled from the date that the premium was due to be paid.

2.1.2 The company may change the amount of premium payable under this Policy at any time but the company will give thirty (30) days written notice of the change to the insured.

2.2 Grace Period

2.2.1 Should the insured have a claim during the grace period mentioned in the General Terms and Conditions, the company will not process the claim until the outstanding premiums has been received.

2.3 If this insurance Policy is cancelled due to the non-payment of premiums then cover shall terminate.

2.4 Reinstatement of cancelled Policy:

If the insurance Policy is cancelled due to the non-payment of premiums (either the comprehensive cover premium or the inception value premium) then notwithstanding that the comprehensive Policy may be reinstated, the Retail Protection Policy shall not be reinstated but may be reissued from the date that the insured requested reinstatement and the value shall be the retail value as at the inception of the replacement Retail Protection Policy.

2.5 Underlying Insurer Policy:

All the terms, conditions, exclusions, exceptions and warranties (General and specific/special) applicable to the underlying Policy are deemed to be incorporated and applicable to this Policy with the exception that -

2.5.1 Any premium adjustment clause/condition shall not apply to this Policy;

2.5.2 More specific terms, conditions, exclusions, exceptions and warranties shall override any other terms, conditions and warranties.

SECTION 3- GENERAL CONDITIONS

1. Period of Insurance

a. The Period of Insurance is initially 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 in the month.

2. Payment of premiums

a. On receipt of the monthly premium on the first working day of each calendar month the Policy is automatically renewed by us. If the premium is not paid on request, all cover ceases with effect from the last day of the previous month in respect of commercial business. In the case of domestic policies, if the premiums are not received on the due date or within 15 (fifteen) working days after the due date, the Policy is considered cancelled on the last day of the month for which premium was last received.

b. Due date shall be the 1st day of every calendar month.

c. The Insured and any other Insured's are collectively and individually responsible for the payment of the premium.

3. Duty of care

a. You must exercise all reasonable precautions for the maintenance and safety of the property insured as well as to prevent or minimize loss or damage.

4. Limitations and amendments (including inflation and premium adjustments)

a. We have the right to make limitations and amendments to the Policy and will provide you with (thirty-one) 31 days written notice thereof at your last contact address according to our records. It is your responsibility to advise us of any change of address.

5. Cancellation

a. You can 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 and we must refund you any premium paid in advance for the rest of the insured time.

6. Underlying insurance Policy

a. It is a condition of this cover that you have a comprehensive motor Policy in place at the time of the incident which may lead to a claim.

SECTION 4 - CLAIMS

1. In the event of an occurrence that may result in a claim, you must notify us thereof within 30 (thirty) days, as well as given details of any other Policy that covers the same occurrence and supply us with full details in writing together with full details of the relevant underlying insurance company insuring your vehicles at the time.
2. Any occurrence where theft or any other criminal act or loss is involved must be reported to the police as soon as possible but within 24 hours of the event that gave rise to the claim.

   We will not pay a claim more than 6 (six) months after the event that caused the claim unless the claim is the subject of pending legal action.
3. If we do not pay your claim you have 180 days from the date that we reject or avoid your claim 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 do so.

SECTION 5 – 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 6 – FRAUDULENT OR WILFUL 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 wilful act committed by yourself or with your knowledge.

3. If information supplied in connection with a claim is not true.

SECTION 7 – 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 8 – USE OF YOUR PERSONAL INFORMATION

When you enter into this Policy you will be providing us with your personal information that may be protected by 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.

MOTOR EXCESS PROTECT

SECTION 1: DEFINITIONS

Motor Cover refers to the vehicle described in the Schedule for either domestic or commercial use, but with the use reflected in your schedule of insurance, 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 1 - GENERAL OPERATIVE CLAUSE

This Policy Wording and the Policy 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 indicated on the debit order authority form from which premium has been collected.

It is your responsibility to ensure that your details are correct.

SECTION 2 - INSURED EVENTS

This Policy will cover your **basic excess only** following the occurrence of such an event subject to the limits of indemnity.

This Policy is subject to the general conditions, exclusions and definitions from the underlying motor Policy (being your latest insurance Policy covering all your vehicles comprehensively) unless specifically stated otherwise.

Should the underlying Insurer repudiate your claim for any reason whatsoever, no cover will be in force in terms of this Policy.

SECTION 3 - GENERAL CONDITIONS

1. **Period of Insurance**
   a. The Period of Insurance is initially 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 in the month.

2. **Payment of premiums**
   a. On receipt of the monthly premium on the first working day of each calendar month the Policy is automatically renewed by us. If the premium is not paid on request, all cover ceases with effect from the last day of the previous month in respect of commercial business. In the case of domestic policies, if the premiums are not received on the due date or within 15 (fifteen) working days after the due date, the Policy is considered cancelled on the last day of the month for which premium was last received.
   b. Due date shall be the 1st day of every calendar month.
   c. The Insured and any other Insureds are collectively and individually responsible for the payment of the premium.

3. **Duty of care**
   a. You must exercise all reasonable precautions for the maintenance and safety of the property insured as well as to prevent or minimize loss or damage.

4. **Limitations and amendments (including inflation and premium adjustments)**
   a. We have the right to make limitations and amendments to the Policy contract and will provide you with 31 (thirty- one) days written notice thereof at your last contact address according to our records. It is your responsibility to advise us of any change of address.

5. **Cancellation**
   a. You can 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 and we must refund you any premium paid in advance for the rest of the insured time.

6. **Underlying insurance**
   a. If motor excesses are covered by this policy it is a condition of this cover that you have a Comprehensive Motor Policy in place at the time of the incident which may lead to a claim.

SECTION 4 - LIMIT OF INDEMNITY

1. Any claim instituted against us will be limited to the amount deducted by the underlying insurance company in respect of the basic excess up to a maximum of R50 000 in respect of any claim.
   a. **Please note**: Only when a claim is made against the underlying insurance Policy, will Motor Excess Protect come into effect. The maximum limit of our liability is R50 000.
   b. Basic excess is defined as the amount deducted from your underlying insurance claim, fixed or based on an agreed percentage of the claim. It does not include any amounts deducted as a result of a voluntary, additional or penalty excesses in terms of your Policy. Voluntary, additional or penalty excesses will not be covered in terms of this Policy.
   c. This Policy excludes windscreen cover unless:
      i. it is part of a claim for accident damage to your vehicle; or
      ii. the windscreen cover option (detailed in Section 5) is activated for the policy.
   d. A maximum of (two) 2 claims per annum per section.

2. No claims will be settled by us in the event of the underlying insurance company repudiating your claim.

3. No claims will be settled by us where the underlying insurance company pays a claim on grounds of an ex-gratia settlement.

4. In the event that the stolen or hijacked vehicle is recovered with no damages and we have already reimbursed you your excess, and the underlying Insurer refunds the excess, such refunds will be paid back to us. You will waive your rights to such monies recovered under this Policy. The same will apply to any recoveries made from third parties in respect of the accident and/or theft/hijacking excess.

5. Where the underlying insurance company reimburses you for the basic excess deducted, due to a recovery or any other reason, the excess amount paid by us, as settlement of your claim, will be reimbursed to us.

SECTION 5 - OPTIONAL EXTENSIONS TO COVER

(If noted on the clients Schedule of insurance and we have received additional premium which is paid in full)

WINDSCREEN COVER Extension

Cover up to R3 000 for windscreen cover. Accident damage is excluded.

SECTION 6 - CLAIMS

1. In the event of an occurrence that may result in a claim, you must notify us thereof within 30 (thirty) days, as well as give details of any other Policy that covers the same occurrence and supply us with full details in writing together with full details of the relevant underlying insurance company insuring your vehicles at the time.

2. Any occurrence where theft or any other criminal act or loss is involved must be reported to the police as soon as possible but within 24 hours of the event that gave rise to the claim.

3. We will not pay a claim more than 6 (six) month after the event that caused the claim unless the claim is the subject of pending legal action.
4. 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.

SECTION 7 - 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 8 - 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 9 - 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 10 - USE OF YOUR PERSONAL INFORMATION

When you enter into this Policy you will be giving 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.

NON-MOTOR EXCESS PROTECT

SECTION 1 - GENERAL OPERATIVE CLAUSE

This Policy Wording and the Policy 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.

It is your responsibility to ensure that your details are correct.

SECTION 2 - INSURED EVENTS

This Policy will cover your non-motor basic excess following the occurrence of such an event subject to the limits of indemnity.

This Policy is subject to the general conditions, exclusions and definitions from the underlying Policy (being your latest insurance Policy covering all your assets) unless specifically stated otherwise.

Should the underlying Insurer repudiate your claim for any reason whatsoever, no cover will be in force in terms of this Policy.

SECTION 3 - GENERAL CONDITIONS

1. **Period of Insurance**
   a. The Period of Insurance is initially 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 in the month.

2. **Payment of premiums**
   a. On receipt of the monthly premium on the first working day of each calendar month the Policy is automatically renewed by us. If the premium is not paid on request, all cover ceases with effect from the last day of the previous month in respect of commercial business. In the case of domestic policies, if the premiums are not received on the due date or within 15 (fifteen) working days after the due date, the Policy is considered cancelled on the last day of the month for which premium was last received.
   b. Due date shall be the 1st day of every calendar month.
   c. The Insured and any other Insureds are collectively and individually responsible for the payment of the premium.

3. **Duty of care**
   a. You must take all reasonable precautions for the maintenance and safety of the property insured as well as to prevent or minimize loss or damage.

4. **Limitations and amendments (including inflation and premium adjustments)**
   a. We have the right to make limitations and amendments to the Policy contract and will provide you with 31 (thirty- one) days written notice thereof at your last contact address according to our records. It is your responsibility to advise us of any change of address.

5. **Cancellation**
   a. You can 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 and we must refund you any premium paid in advance for the rest of the insured time.

6. **Underlying insurance**

a. This cover relies upon the fact that there is an underlying insurance policy covering the assets concerned.

SECTION 4 - LIMIT OF INDEMNITY

1. The claim instituted against us will be limited to the amount deducted by the underlying insurance company in respect of the basic excess up to a maximum of R20 000 in respect of any claim.
   a. **Please note**: Only when a claim is made against the underlying insurance Policy, will Non-Motor Excess Protect come into effect. The maximum limit of our liability is R20 000.
   b. Basic excess is defined as the amount deducted from your underlying insurance claim, fixed or based on an agreed percentage of the claim. It does not include any amounts deducted as a result of a voluntary, additional or penalty excesses in terms of your Policy. Voluntary, additional or penalty excesses will not be covered in terms of this Policy.
   c. A maximum of (two) 2 claims per annum per section.

2. No claims will be settled by us in the event of the underlying insurance company repudiating your claim.

3. No claims will be settled by us where the underlying insurance company pays a claim on grounds of an ex-gratia settlement.

4. In the event that the stolen goods are recovered with no damages and we have already reimbursed you your excess, and the underlying Insurer refunds the excess, such refunds will be paid back to us. You will waive your rights to such monies recovered under this Policy.

5. The Non-Motor Excess Protect does not cover all risk claims. If cover is required for all risk claims then either:

   a. The executive excess protect product, which covers specified all risk items, must be purchased.

6. Where the underlying insurance company reimburses you for the basic excess deducted, due to a recovery or any other reason, the excess amount paid by us, as settlement of your claim, will be reimbursed to us.

SECTION 5 - CLAIMS

1. In the event of an occurrence that may result in a claim, you must notify us thereof within 30 (thirty) days, as well as give details of any other Policy that covers the same occurrence and supply us with full details in writing together with full details of the relevant underlying insurance company insuring your vehicles at the time.

2. Any occurrence where theft or any other criminal act or loss is involved must be reported to the police as soon as possible but within 24 hours of the event that gave rise to the claim.

3. We will not pay a claim more than 6 (six) month after the event that caused the claim unless the claim is the subject of pending legal action.

4. If we do not pay your claim you have 180 days from the date that we reject or avoid your claim to appeal to us in writing and a further 6 (six) 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 do so.

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 WILFUL 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 wilful 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 giving 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.

SCRATCH AND DENT PROTECT

SECTION 1 – DEFINITIONS

"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.

SECTION 2 – GENERAL OPERATIVE CLAUSE

This Policy Wording and the Policy Schedule are the contract between Infiniti Insurance Limited, administered by Infinite Credit Underwriting Managers (Pty) Ltd, the Insured and other Insured(s) stated in the Schedule. Any application/proposal or statement/declaration 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 cover you, subject to the terms, exclusions and conditions of this Policy, against insured events for which you are covered under this Policy, that occur during the period of insurance as stated in the Schedule, provided that the sum insured shall not exceed the sum insured under this Policy, and provided that the premium is paid to date.

We will cover and/or compensate, at our discretion, the legal entity with insurable interest or you by direct payment, replacement or repair of such property described in this Schedule. All damages as a result of the "Insured Events" (Section 4 below) occurring during the period of insurance, provided that the sum insured shall not exceed the sum insured under this Policy as per the Schedule.

You must comply with the terms and conditions of the policy.

It is the Insured(s) responsibility to ensure that your details are correct.

SECTION 3 – 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). Infinite 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.

SECTION 4 - THIS 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 Policy, you have now made provision for the removal of minor dents, scratches and bumper scuffs.

SECTION 5 – 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.

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.

SECTION 6 – PERIOD OF THIS POLICY

The period of this Policy is 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.

SECTION 7 – PAYMENT OF PREMIUM

7.1. All premiums are payable monthly in advance.

7.2. 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;

7.2.1. 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;

7.2.1.1. If this is the first premium due, in terms of the Policy, the Policy will be cancelled with immediate effect.

7.2.1.2. 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.

7.2.1.3. 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.

7.2.1.4. 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.

SECTION 8 – CHANGES

8.1. We may make changes to this Policy by giving you or your intermediary (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.
8.2. You or your intermediary may make changes to this Policy at any time.

SECTION 9 – CANCELLATION

9.1. You may cancel this Policy or any section at any time.
9.2. 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 intermediary's 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.

SECTION 10 - YOUR RIGHTS

10.1. 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.

SECTION 11 – CLAIMS

11.1. We must be informed of claims or any event that could lead to a potential claim within thirty (30) days of the incident occurring.
11.2. Before we finalise or settle any claim, we may require you to sign an Agreement of Loss.
11.3. 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.

SECTION 12 – FRAUDULANT OR WILLFUL ACTS

You will lose all rights to claim under this Policy if:
12.1. 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
12.2. 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
12.3. 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.

SECTION 13 – TIME LIMITS

13.1. 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.
13.2. 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.
13.3. We are not liable after (twelve) 12 months from the date of the event that gives rise to a claim, unless the claim is:
13.3.1. the subject of pending court action or arbitration; or
13.3.2. for amounts for which you may become legally liable.

SECTION 14 – OTHER INSURANCE

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

SECTION 15 – INFORMATION THAT AFFECTS THE RISK

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

15.1. have not given us all the details that affect the risk; or

15.2. have misrepresented or misdescribed any details that affect the risk.

15.3. 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.

15.4. 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.

SECTION 16 – JURISDICTION

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

SECTION 17 – SHARING OF INSURANCE INFORMATION AND YOUR AUTHORISATION TO US

17.1. 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.

17.2. 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.

17.3. 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.

SECTION 18 – A PERSON WHO DEALS ON YOUR BEHALF

.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.

SECTION 19 – AMENDMENTS TO CONFORM TO LAW

19.1. 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.

SECTION 20 – EXCLUSIONS

The company shall not be liable for:

20.1. an underlying comprehensive insurance claim is rejected or repudiated;
20.2. an underlying insurance Policy is cancelled due to unpaid premiums, fraud or incorrect declarations.
20.3. 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;
20.4. Any existing damage.

SECTION 21 – PREMIUM INCREASES

21.1. The premium payable will increase based on inflationary increases on the anniversary date of the Policy.
21.2. If a claim is registered under this Policy, the premium payable will increase accordingly on the next collection date after each and every claim.

TYRE AND RIM PROTECT

SECTION 1 – DEFINITION OF TERMS

A. **"Insurer"** refers to Infiniti Insurance Limited Reg Nr 1966/010741/06.
B. **"Administrator"** refers to Infinite Credit Underwriting Managers (Pty) Ltd. Registration Nr 2007/018079/07, an Authorised Financial Service Provider FSP 46366 who complies with the Financial Advisory and Intermediary Services Act 37 of 2002.
C. **"You/your"** refers to the person whose name and address appears on the Policy Schedule.
D. **"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.
E. **"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.
F. **"Premium"** refers to the amount payable by you as stated in the Policy Schedule or any endorsement issued in terms of this Policy.
G. **"Date of Loss"** refers to the date upon which the damage to, or loss occurred, which date must fall within the Period of Insurance.

SECTION 2 – GENERAL OPERATIVE CLAUSE

This Policy Wording and the Policy Schedule are the contract between Infiniti Insurance Limited, administered by Infinite Credit Underwriting Managers (Pty) Ltd, the Insured and other Insured(s) stated in the Schedule. Any application/proposal or statement/declaration 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 cover you, subject to the terms, exclusions and conditions of this Policy, against insured events for which you are covered under this Policy, that occur during the period of insurance as stated in the Schedule, provided that the sum insured shall not exceed the sum insured under this Policy, and provided that the premium is paid to date.

We will cover and/or compensate, at our discretion, the legal entity with insurable interest or you by direct payment, replacement or repair of such property described in this Schedule. All damages as a result of the "Insured Events" (Section 3 below) occurring during the period of insurance, provided that the sum insured shall not exceed the sum insured under this Policy as per the Schedule.

You must comply with the terms and conditions of the policy.

It is the Insured(s) responsibility to ensure that your details are correct.

SECTION 3 - INSURED EVENTS

The Insured Events will be the direct damage caused to any Tyre and/or Rim of the insured vehicle by a sudden and unforeseen event, subject to the specific exclusions listed below.

This Policy does not cover:

- Wear and tear.
- Tyres and Rims fitted to vehicles being used for racing or off-road driving.
- Tyres where the tyre treads depth is below the legal limit permitted in the regulations under the Road Traffic Act No. 93 of 1996.
- Speed testing, reliability trials, hire, reward or off-road activities.

- Loss or damage caused by an accident, fire or theft.
- Any consequential losses incurred as a result of the damage to your vehicle, tyres and rims.
- The cost of repair or replacement if recoverable under any other insurance or warranty.
- Re-treated tyres.
- Temporary or space saver wheels.
- Tyres or rims damaged in off road activities.
- Manufacturing defects in the workmanship and/or materials of the tyre and/or rims fitted to the vehicle.
- Tyres where the rating is not according to manufactures specification.
- Any loss or damage incurred outside the Republic of South Africa.
- A one-month exclusion of cover applies from the date of inception.

SECTION 4 - GENERAL CONDITIONS

- **Period of Insurance**

  The Period of Insurance is initially 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 in the month. There is a 1 (one) month exclusion of cover from date of inception.

- **Payment of Premiums**
  - On receipt of the monthly premium on the first working day of each calendar month the Policy is automatically renewed by us. If the premium is not paid on request, all cover ceases with effect from the last day of the previous month in respect of commercial business. In the case of domestic policies, if the premiums are not received on the due date or within (fifteen) 15 working days after the due date, the Policy is considered cancelled on the last day of the month for which premium was last received.
  - Due date shall be the 1st day of every calendar month.
  - The Insured and any other Insured/s are collectively and individually responsible for the payment of the premium.

- **Duty of Care**
  - You must exercise all reasonable precautions for the maintenance and safety of the property insured as well as to prevent or minimize loss or damage.

- **Limitations and Amendments (including Inflation and Premium Adjustments)**
  - We have the right to make limitations and amendments to the Policy Contract and will provide you with (thirty-one) 31 days written notice thereof at your last contact address according to our records.

- **Cancellation**
  - You can 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 (thirty-one) 31 days' notice in writing and we must refund you any premium paid in advance for the rest of the insured time.
- The maximum number of claims payable by us during any one annual insurance period shall be limited to (two) 2 incidents per vehicle. The maximum number of tyres/rims covered per incident will be limited to (two) 2 tyres/rims per vehicle.
- We reserve the right to appoint any repairer of our choosing if we are not happy with the underlying quote.

SECTION 5 - LIMIT OF INDEMNITY

Subject to the Terms and Conditions of the Policy, the amounts payable will be calculated as follows:

OPTION 1:

- Tyres: The cost of replacement is limited to R 5 000.00 per tyre, subject to a maximum of (two) 2 tyres per incident.
- Rims: The cost of repair or replacement is limited to R 2 000.00 per rim, subject to a maximum (two) 2 rims per incident.

OPTION 2:

- Tyres: The cost of replacement is limited to R 10 000.00 per tyre, subject to a maximum of (two) 2 tyres per incident.
- Rims: The cost of repair or replacement is limited to R 2 000.00 per rim, subject to a maximum (two) 2 rims per incident.

OPTION 3:

- Tyres: The cost of replacement is limited to R 20 000.00 per tyre, subject to a maximum of (two) 2 tyres per incident.
- Rims: The cost of repair or replacement is limited to R 2 000.00 per rim, subject to a maximum (two) 2 rims per incident.

BETTERMENT

Unless a Betterment Waiver has been purchased and is reflected on the Policy Schedule, Betterment will be deducted from the replacement value of your tyre, based on the tread used which is converted into a percentage of total tread and applied in accordance with the table below.

PERCENTAGE WEAR	BETTERMENT DEDUCTED
0% - 10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

In order to process the claim and to confirm the tread use, the Insurer requires an Official Authorized Dealer's Certificate reflecting the tread use of the tyre/s claimed for.

The Insurer reserves the right to apply a 50% Betterment for a claim if no photographs (at least (one) 1 or (two) 2 photographs from (two) 2 different angles), clearly reflecting the damage prior to the repair, are attached to the Claim Form relating to the specific claim.

Betterment of 10% will always apply, regardless of whether a betterment waiver has been purchased or not.

SECTION 6 - CLAIMS

1. In the event of an occurrence that may result in a claim, you must notify our Claims Department thereof within (thirty) 30 days to obtain a Claim Reference Number, as well as give details of any other Policy that covers the same occurrence and supply us with full details in writing.
2. Within (two) 2 days of obtaining a Claim Reference Number, you need to take your vehicle to a Tyre Fitment Centre to have your tyres and/or rims repaired or replaced as per the authorization given to you by our Claims Department.
3. We reserve the right to appoint an Assessor to validate and assess your claim at any time.
4. Any occurrence where theft or any other criminal act or loss is involved must be reported to the Police as soon as possible, but within 24 hours of the event that gave rise to the claim.
5. We will not pay a claim more than (twelve) 12 months after the event that caused the claim unless the claim is the subject of pending legal action.
6. 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.
7. **Claim documents required:**
    - Policy Schedule
    - Claim Form
    - Replacement Invoice/Quote
    - Official Mm Tread Report
    - Photos of damaged rim/s and/or tyre/s, showing damages caused by pothole or road inequality.

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 wilful 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"** refers to 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.

INNER EXCESS PROTECT

SECTION 1 – DEFINITION OF TERMS

A. **"Insurer"** refers to Infiniti Insurance Limited Reg Nr 1966/010741/06.
B. **"Administrator"** refers to Infinite Credit Underwriting Managers (Pty) Ltd. Registration Nr 2007/018079/07, an Authorised Financial Service Provider FSP 46366 who complies with the Financial Advisory and Intermediary Services Act 37 of 2002.
C. **"You/your"** refers to the person whose name and address appears on the Policy Schedule.
D. **"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.
E. **"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.
F. **"Premium"** refers to the amount payable by you as stated in the Policy Schedule or any endorsement issued in terms of this Policy.
G. **"Date of Loss"** refers to the date upon which the damage to, or loss occurred, which date must fall within the Period of Insurance.
H. **"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.
I. **"Claims Limit"** refers to the limitation of (One) 1 claim per annum.

SECTION 2 – GENERAL OPERATIVE CLAUSE

This Policy Wording and the Policy Schedule are the contract between Infiniti Insurance Limited, administered by Infinite Credit Underwriting Managers (Pty) Ltd, the Insured and other Insured(s) stated in the Schedule. Any application/proposal or statement/declaration 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 cover you, subject to the terms, exclusions and conditions of this Policy, against insured events for which you are covered under this Policy, that occur during the period of insurance as stated in the Schedule, provided that the sum insured shall not exceed the sum insured under this Policy, and provided that the premium is paid to date.

We will cover and/or compensate, at our discretion, the legal entity with insurable interest or you by direct payment, replacement or repair of such property described in this Schedule. All damages as a result of the "Insured Events" (Section 3 below) occurring during the period of insurance, provided that the sum insured shall not exceed the sum insured under this Policy as per the Schedule.

You must comply with the terms and conditions of the policy.

It is the Insured(s) responsibility to ensure that your details are correct.

SECTION 3 - 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. 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 Infinite Credit. However, Infinite Credit reserves the right to decline this insurance, which will be done within (thirty-one) 31 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.

2. 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:

Option A:

Excess Payable Percentage Based – 5%

Option B:

Excess Payable Percentage Based – 10%

Option C:

Excess Payable Flat Excess – Up to R10,000

5. **Limitations on Claims**:

5.1 Chips, dents, tar, hail damage and scratches to the bodywork of your vehicle where the amount payable that falls within the excess and/or first amount payable of your non-life personal lines policy of insurance, subject to the cover amount selected.

5.2 This Policy covers Motor items only.

5.3 This Policy is limited to one claim per annum (renewal date to renewal date).

6. Period of this Policy:

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.

7. Payment of Premium

7.1. All premiums are payable monthly in advance.

7.2. 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.

7.2.1. 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.

7.2.1.1. If this is the first premium due and the debit order collection fails, the Policy will be cancelled from the inception date.

7.2.1.2. 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.
7.2.1.3. 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.

7.2.1.4. 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.

8. Changes

8.1. 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.

8.2. You may make changes to this Policy at any time.

9. Cancellation

9.1. You may cancel this Policy or any section at any time.

9.2. 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.

10. Your Rights

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

11. Claims

11.1. Before we finalise or settle any claim, we may require you to sign an Agreement of Loss.

11.2. 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.

12. Fraudulent or Wilful Acts

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

12.1. 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

12.2. 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

12.3. 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.

13. Time limits

13.1. We must be notified of any claims or incidences that could give rise to a possible claim within (thirty) days of the Date of Loss.

13.2. 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.

13.3. 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.

13.4. We are not liable after (twelve) 12 months from the date of the event that gives rise to a claim, unless the claim is:
13.4.1. the subject of pending court action or arbitration; or

13.4.2. for amounts for which you may become legally liable.

14. Other insurance

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

15. Information that affects the risk

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

15.1. have not given us all the details that affect the risk; or

15.2. have misrepresented or misdescribed any details that affect the risk.

15.3. 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.

15.4. 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.

16. Jurisdiction

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

17. Sharing of insurance information and your authorisation to us

17.1. 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.

17.2. 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.

17.3. 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.

18. A person who deals on your behalf

18.1. 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.

19. Amendments to conform to law

19.1. 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.

20. Exclusions

The company shall not be liable for:

20.1. an underlying comprehensive insurance claim is rejected or repudiated.

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

20.3. 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.

20.4. Any existing damage.

21. Premium Increases

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

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

COMMERCIAL GEYSER EXCESS PROTECT

SECTION 1 – GENERAL OPERATIVE CLAUSE

This Policy Wording and the Policy 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.

It is your responsibility to make sure that all details that we have concerning you are correct.

SECTION 2 – INSURED EVENTS

This Policy will reduce your geyser basic excess following the occurrence of such an event.

This Policy is subject to the general conditions, exclusions and definitions from the underlying non motor Policy (being your latest insurance Policy covering all your buildings comprehensively) unless specifically stated otherwise.

Should the underlying Insurer repudiate your claim for any reason whatsoever, no cover will be in force with this Policy.

SECTION 3 – GENERAL CONDITIONS

1. **Period of Insurance**

   a. The Period of Insurance is initially 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 in the month.

2. **Payment of premiums**

   a. On receipt of the monthly premium on the first working day of each calendar month the Policy is automatically renewed by us. If the premium is not paid on request, all cover ceases with effect from the last day of the previous month in respect of commercial business. In the case of domestic policies, if the premiums are not received on the due date or within 15 (fifteen) working days after the due date, the Policy is considered cancelled on the last day of the month for which premium was last received. Due date shall be the 1st day of every calendar month.

   b. Due date shall be the 1st day of every calendar month.

   c. The Insured and any other Insured/s are collectively and individually responsible for the payment of the premium.

3. **Prevention of further loss**

   a. You must take all reasonable precautions for the maintenance and safety of the property insured as well as to prevent or minimize loss or damage.

4. **Limitations and amendments (including inflation and premium adjustments)**

a. Limitations and amendments to the Policy contract may be made by us after giving you 31 (thirty-one) days' written notice thereof at your last contact address according to our records. It is your responsibility to advise us of any change of address.

5. **Cancellation**

a. You can 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 and we must refund you any premium paid in advance for the rest of the insured time.

6. **Underlying insurance Policy**

a. It is a condition of this cover that you have comprehensive cover for the geysers which are the subject of this policy in place at the time of the incident which may lead to a claim.

SECTION 4 - GEYSER EXCESS WAIVER LIMIT OF INDEMINTY

1. Geyser excess waiver up to R4 000.00
2. Two claims per unit permitted in a 12 (twelve) month period.
3. This Commercial Policy provides cover per Geyser as reflected on the Policy Schedule.

SECTION 5 – CLAIMS

The claim instituted against us will be limited to the amount deducted by the underlying insurance company in respect of the basic excess up to a maximum of R4 000.00 in respect of any claim.

Any occurrence where theft or any other criminal act or loss is involved must be reported to the police as soon as possible but within 24 hours of the event that gave rise to the claim.

We will not pay a claim more than 6 (six) months after the event that caused the claim unless the claim is the subject of pending legal action.

If we do not pay your claim you have 180 days from the date that we reject or avoid your claim 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 do so.

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 WILFUL ACTS

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

A. 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.

B. If a claim in any way occurs due to a wilful act committed by yourself or with your knowledge.

C. 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 giving us with your personal information that may be protected by data protection legislation, including but not only, the Protection of Personal Information Act, 2013 ("POPI"). We will take all reasonable steps to protect your personal information.

You authorised us to:

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.

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.

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 ("POPI") and includes any operation of activity or any set of operations concerning personal information including collection, receipt, recording, organization, collation, storage, updating or modification, retrieval, alteration, consultation or use of personal information.

DOMESTIC GEYSER EXCESS PROTECT

Section 1 – Definition of Terms

S. The **Insurer** will mean Infiniti Insurance Limited, an Authorised Financial Service Provider.
T. The **Underwriting Manager (we/us/our)** will mean Infinite Credit Underwriting Managers (Pty) Ltd, an Authorised Financial Service Provider.
U. **Policy** will mean the policy with Infinite Credit Underwriting Managers (Pty) Ltd which will cover the Executive Excess Waiver cover. This Policy can only be issued and will only be valid once the Comprehensive Motor Insurance section on your Personal Lines or Commercial Policy (**underlying policy**) has been issued to the Insured(s).
V. **Schedule** will mean the Policy schedule issued by Infinite Credit Underwriting Managers (Pty) Ltd.
W. **Underlying Policy** will mean a fully enforceable Personal Lines or Commercial Policy covering all assets with a registered South African Insurer which covers assets for accidental damage, fire and theft in South Africa.
X. **You/the Insured** means the person named in the schedule.
Y. **He/His** also means **she/hers** and vice versa.
Z. Head notes are for reference only and do not affect the interpretation of the policy.

Section 2 – General Operative Clause

This Policy Wording and the Policy Schedule are the contract between Infiniti Insurance Limited, administered by Infinite Credit Underwriting Managers (Pty) Ltd, the Insured and other Insured(s) stated in the Schedule. Any application/proposal or statement/declaration 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 cover you, subject to the terms, exclusions and conditions of this Policy, against insured events for which you are covered under this Policy, that occur during the period of insurance as stated in the Schedule, provided that the sum insured shall not exceed the sum insured under this Policy, and provided that the premium is paid to date.

We will cover and/or compensate, at our discretion, the legal entity with insurable interest or you by direct payment, replacement or repair of such property described in this Schedule. All damages as a result of the “Insured Events” (Section 3 below) occurring during the period of insurance, provided that the sum insured shall not exceed the sum insured under this Policy as per the Schedule.

You must comply with the terms and conditions of the policy.

It is the Insured(s) responsibility to ensure that your details are correct.

Section 3 – Insured Events

This policy will reduce your basic excess on geyser claims following an occurrence covered by the underlying policy.

This Policy is subject to the general conditions, exclusions and definitions from the underlying non-motor policy (being your latest insurance policy covering all your geysers comprehensively) unless specifically stated otherwise. Should the underlying Insurer repudiate your claim for any reason whatsoever, no cover will be in force with this policy

Section 4 – General Conditions

1. **Period of Insurance**

a. The Period of Insurance is initially 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 in the month.

2. Payment of premiums

a. On receipt of the monthly premium on the first working day of each calendar month, the Policy is automatically renewed by us. If the premium is not paid on request, all cover ceases with effect from the last day of the previous month in respect of commercial business. In the case of domestic policies, if the premiums are not received on the due date or within 15 (fifteen) working days after the due date, the Policy is considered cancelled on the last day of the month for which premium was last received.

b. Due date shall be the 1st day of every calendar month.

c. The Insured and any other Insured/s are collectively and individually responsible for the payment of the premium.

3. Minimising Losses

a. You must exercise all reasonable precautions for the maintenance and safety of the property insured as well as to prevent or minimize loss or damage.

4. Limitations and amendments (including inflation and premium adjustments)

a. We have the right to make limitations and amendments to the Policy and will provide you with 31 (thirty- one) days written notice thereof at your last contact address according to our records

5. Cancellation

a. You can 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 days' notice in writing and we must refund you any premium paid in advance for the rest of the insured time.

6. Underlying insurance Policy

a. It is a condition of this cover that you have a comprehensive policy with buildings cover in place at the time of the incident which may lead to a claim.

Section 5 – Geyser Excess Waiver Limit of Indemnity

1. Geyser excess waiver up to R3 000.
2. One claim is permitted in a 12-month period.
3. Cover is based upon personal lines building cover.

Section 6 – Claims

The claim instituted against us will be limited to the amount deducted by the underlying insurance company in respect of the basic excess up to a maximum of R3 000 in respect of any claim

Any occurrence where theft or any other criminal act or loss is involved must be reported to the police as soon as possible but

within 24 hours of the event that gave rise to the claim.

We will not pay a claim more than 6 (six) months after the event that caused the claim unless the claim is the subject of pending legal action.

If we do not pay your claim, you have 180 days from the date that we reject or avoid your claim 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 do so.

Section 7 – 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 8 – Fraudulent or Wilful Acts

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

A. 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.
B. If a claim in any way occurs due to a wilful act committed by yourself or with your knowledge.
C. If information supplied in connection with a claim is not true.

Section 9 – 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 10 – 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:

Process your personal information to

a. **C**ommunicate 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. **C**ompile non-personal statistical information about you.

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.

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, organization, collation, storage, updating or modification, retrieval, alteration, consultation or use of personal information.

BODY CORPORATE GEYSER EXCESS PROTECT

SECTION 1 – GENERAL OPERATIVE CLAUSE

This Policy Wording and the Policy 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 the legal entity named as the sectional title body corporate for a complex made up of all owners collectively and pay directly into the body corporate bank account as per the banking details on the policy schedule of this policy document.

It is your responsibility to ensure that all your details are correct.

SECTION 2 – INSURED EVENTS

This policy will reduce the body corporate's basic geyser excess following the occurrence of such an event.

This policy is subject to the general conditions, exclusions and definitions from the underlying insurers body corporate policy .

Should the underlying Insurer repudiate the body corporates claim for any reason whatsoever, no cover will be in force with this policy.

SECTION 3 – GENERAL CONDITIONS

1. **Period of Insurance**

a. The Period of Insurance is initially 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 in the month.

2. **Payment of premiums**

a. On receipt of the monthly premium on the first working day of each calendar month the policy is automatically renewed by us. If the premium is not paid on request, all cover ceases with effect from the last day of the previous month in respect of commercial business. In the case of domestic policies, if the premiums are not received on the due date or within 15 working days after the due date, the policy is considered cancelled on the last day of the month for which premium was last received. Due date shall be the 1st day of every calendar month.

b. Due date shall be the 1st day of every calendar month.

c. The Insured and any other Insured's are collectively and individually responsible for the payment of the premium.

3. Preventing further losses

a. The body corporate must exercise all reasonable precautions for the maintenance and safety of the property insured as well as to prevent or minimize loss or damage.

4. Limitations and amendments (including inflation and premium adjustments)

a. We have the right to make limitations and amendments to the policy and will provide you with 31 days' written notice thereof at your last contact address according to our records. It is your responsibility to advise us of any change of address.

5. Cancellation

a. The body corporate can 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 days' notice in writing and we must refund you any premium paid in advance for the rest of the insured time.

6. Underlying insurance policy

a. It is a condition of this cover that you have a comprehensive body corporate policy in place at the time of the incident which may lead to a claim.

SECTION 4 - GEYSER EXCESS WAIVER LIMIT OF INDEMINTY

1. Geyser excess waiver up to R 3 000 per geyser
2. One claim per geyser per unit for which premium is paid per geyser permitted in a 12-month period, or geysers listed on the policy schedule.
3. The body corporate policy provides cover per Geyser as reflected on the policy schedule. If there is more than one Geyser in the unit, the second Geyser must be specified and an additional premium will be charged.

SECTION 5 – CLAIMS

The claim instituted against us will be limited to the amount deducted by the underlying insurance company in respect of the basic excess up to a maximum of R 3 000 in respect of any claim

Any occurrence where theft or any other criminal act or loss is involved must be reported to the police as soon as possible but within 24 hours of the event that gave rise to the claim.

We will not pay a claim more than 6 months after the event that caused the claim unless the claim is the subject of pending legal action.

If we do not pay your claim you have 180 days from the date that we reject or avoid your claim 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 do so.

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.

The body corporate 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 WILFUL ACTS

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

A. 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.

B. If a claim in any way occurs due to a wilful act committed by yourself or with your knowledge.

C. 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 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:

- 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.

- 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.
- 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, organization, collation, storage, updating or modification, retrieval, alteration, consultation or use of personal information.

5-IN-1 PROTECT

Section 1 – General Operative Clause

This Policy and the Schedule are the contract between Infiniti Insurance Limited (the Insurer), administered by Infinite Credit Underwriting Managers (Pty) Ltd (we/us/our), the Insured and other Insured(s) stated in the Schedule. Any application/proposal or statement/declaration 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 cover you, subject to the terms, exclusions and conditions of this Policy, against insured events for which you are covered under this Policy, that occur during the period of insurance as stated in the Schedule, provided that the sum insured shall not exceed the sum insured under this Policy.

We will cover and/or compensate, at our discretion, the legal entity with insurable interest or you by direct payment, replacement or repair of such property described in this Schedule. All damages as a result of the "Insured Events" (Section 3 below) occurring during the period of insurance, provided that the sum insured shall not exceed the sum insured under this Policy as per the Schedule.

You must comply with the terms and conditions of the policy.

It is the Insured(s) responsibility to ensure that your details are correct.

Section 2 – Definition of Terms

A. The **Insurer** will mean Infiniti Insurance Limited, an Authorised Financial Service Provider.
B. The **Underwriting Manager (we/us/our)** will mean Infinite Credit Underwriting Managers (Pty) Ltd, an Authorised Financial Service Provider.
C. **Policy** will mean the policy with Infinite Credit Underwriting Managers (Pty) Ltd which will cover all excesses across the policy. This Policy can only be issued and will only be valid once the Comprehensive Motor Insurance section on your Personal Lines or Commercial Policy (**underlying policy**) has been issued to the Insured(s).
D. **Schedule** will mean the Policy schedule issued by Infinite Credit Underwriting Managers (Pty) Ltd.
E. **Underlying Policy** will mean a fully enforceable Personal Lines or Commercial Policy covering all assets with a registered South African Insurer which covers assets for accidental damage, fire, and theft in South Africa.
F. **You/the Insured** means the person named in the schedule.
G. **He/His** also means **she/hers** and vice versa.
H. Head notes are for reference only and do not affect the interpretation of the policy.

Section 3 – Insured Events

3.1 This policy will cover the following events:

1. **Basic Excess Protect**	**Claim documents required:**
• Covers the Basic excess of the vehicle in the event of a claim. • Maximum limit of indemnity R50 000 • Two (2) claims per vehicle per annum.	1. Completed claim form 2. Policy Schedule from underlying Insurer 3. Authorization for repairs 4. Quotation if excess is percentage based 5. Excess invoice – with our company details and VAT number

Cover:
Accident, Fire, Theft and Hi-Jack, own damage.

Conditions:

A. Basic excess or first amount payable is defined as a portion payable in the event of a claim on your Underlying Policy.
B. This amount may be a fixed amount or based on an agreed percentage of the claim on your Underlying Policy with your Insurer.
C. Please note: Only when a claim is made against the Underlying Policy, will Motor & Windscreen Excess Protect cover come into effect
D. The maximum sum insured limit will be as specified in the Schedule per specified vehicle per excess claim.
E. This Policy includes windscreen cover limited to the maximum sum insured liability, as per the Schedule, which is part of :
   - a claim for accidental damage to your specified vehicle(s) on your Underlying Policy,
   - or the windscreen cover option is activated for the Underlying Policy,
   - to a maximum of 2 (two) claims per vehicle per annum allowed to a maximum of sum insured, as specified in the Schedule.
F. If the stolen or hijacked vehicle is recovered with no damages and we have already reimbursed you your excess, and the Underlying Policy Insurer refunds the excess, such refunds will be paid back to us.
   - You will waive your rights to such monies recovered under this Policy.
   - You will waive your rights to monies recovered under this Policy for any recoveries made from third parties in respect of the accident and/or theft/hijacking excess.
G. Where the Underlying Policy insurance company reimburses you for the basic excess deducted, due to a recovery or any other reason, the excess amount paid by us, as settlement of your claim, will be reimbursed to us.

2. **Windscreen Protect**	**Claim documents required:**
• Covers the Windscreen excess in the event of a claim. • Maximum limit of indemnity R3 000 • Two (2) claims per vehicle per annum.	1. Completed claim form 2. Policy Schedule from underlying Insurer 3. Authorization for repairs 4. Quotation if excess is percentage based 5. Excess invoice – with our company details and VAT number

Cover:
Any damages to the Windscreen, accidental, chips and cracks.

3. **Tyre and Rim**	**Claim documents required:**
• Covers damage to Tyre(s) and Rim(s) of the specified vehicle, subject to the specific exclusions. • Limit of indemnity R5 000 or R10 000 per Tyre. • Limit of indemnity R2 000 per Rim. • Two (2) claims per Tyre per incident, twice (2x) per annum. • Two (2) claims per Rim per incident, twice (2x) per annum.	1. Infinite Credit claim form 2. Policy Schedule to verify active cover 3. Underlying Insurer Claim Form 4. Banking details 5. Premium statement to verify paid-up premium 6. Official millimeter Tread Report on Tyre(s) **7.** Photographs of the damaged Tyre(s) and/or Rim(S)

Cover:

This Policy will cover you for the direct damage and pothole damages caused to any Tyre(s) and Rim(s) of the specified vehicle, subject to the specific exclusions.
We will cover you for the cost of repair or replacement of a Tyre and Rim including valves, balancing and labour in the event of loss due to damage caused by hard braking, cuts, burst, road inequalities and potholes.

4. **Betterment Extension**
This extension allows us to only apply a 10% Betterment per Tyre(s) on the tread left on the Tyre(s) in the event of a claim. Due to cover for this extension, we will only penalize 10% on the remaining tread left on the Tyre(s).

Exclusions:
This Policy does not cover:

- Tyres and Rims fitted to vehicles being used for racing or off-road driving.
- Tyres where the Tyre treads depth is below the legal limit permitted in the regulations under the Road Traffic Act No. 93 of 1996.
- Speed testing, reliability trials, hire or reward or off-road activities. Loss or damage caused by an accident, fire or theft.
- Any consequential losses incurred because of the damage to your vehicle, tyres and rims. The cost of repair or replacement if recoverable under any other insurance or warranty.
- Re-treated tyres.
- Temporary or space saver wheels.
- Tyres or rims damaged in off road activities.
- Manufacturing defects in the workmanship and/or materials of the tyre and/or rims fitted to the vehicle. Tyres where the rating is not according to manufactures specification.
- Any loss or damage incurred outside the Republic of South Africa.

5. **Scratch and Dent** • Provides cover for minor repairs to Scratches, Dents, Stone chips, Hail damage, Tar Removal. • Maximum limit of indemnity R5 000 • Inner excess R350.00 One (1) claim per vehicle per annum	**Claim documents required:** 1. Infinite Credit claim form 2. Underlying Policy Schedule to check if the cover option is active 3. Banking details 4. Premium statement to verify paid-up premium 5. Completed damage diagram 6. Photos of Scratch and/or Dent damage 7. Replacement Invoice/Quote 8. All claims must be reported to us within 31 (thirty-one) days of the event giving rise to the claim.

Limitations on Claims are:

- Chips to the bodywork of our vehicle(s) that are not more than 3 mm in diameter.
- Dents to the bodywork of your vehicle (s) that are not more than 5 cm in diameter.
- Scratches to the bodywork of your vehicle(s) that are no longer than 10 cm.

3.2 This Policy is subject to the general conditions, exclusions, and definitions of the Underlying Policy cover (being your latest insurance Underlying Policy covering all your assets comprehensively) unless specifically stated otherwise.

3.3.1 Should the Underlying Policy Insurer reject your claim for any reason whatsoever, no cover will be in force in terms of this Policy.

- in the event of the Underlying Policy insurance company rejecting your claim,

- where the Underlying Policy insurance company pays a claim on grounds of ex-gratia settlement,
- the Underlying Policy is cancelled due to unpaid premium(s), fraud or incorrect declarations.

A. Any payment due as per this policy will be paid to the service provider on your behalf or to you by direct payment.
B. We reserve the right to appoint an Assessor to validate and assess our claim at any time.
C. Any occurrence, where theft or any other criminal act or loss is involved, must be reported to authorities (SAPS) as soon as possible, but within 24 (twenty-four) hours of the event that gave rise to the claim.
D. You must, at your cost, obtain and give us any additional documents or information required by us to register your claim with us.
E. We do not pay a claim more than 12 (twelve) months after the event that caused the claim unless the claim is subject of pending legal action.
F. If we do not pay your claim, you have 90 (ninety) days from the date of rejection or avoidance to appeal to us in writing and a further 6 (six) 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.

General – Recoveries / Claims

• If a stolen or hijacked vehicle is recovered undamaged, or goods and property relating to cover under this Policy are recovered and the Underlying Policy Insurer has already reimbursed your excess and the Underlying Policy Insurer refunds the excess, such refund(s) will be reimbursed back to us. The Insured will waive your rights to us for such monies recovered under this Policy. The same will apply to any recoveries made by third parties in respect of this Policy.
• Our cover and liability will only come into effect if the Underlying Policy Insurer pays the claim. Cover is limited to cover selected by client as shown in your Schedule and premium the client paid for this Policy cover limit.

Section 6 – General Conditions

A. Comprehensive Insurance Policy

- You must have a fully enforceable Underlying Policy with Comprehensive Insurance, with a registered South African Insurer that covers you for accidental damage, fire, and theft in the country in which you are using your vehicle at the time of the claim.
- In the case of Motor cover your vehicle(s) shall be restricted to code 1 and/or code 2 as per the applicable Road Traffic Regulations in South Africa.
- Motor Cover refers to the vehicle described in the Schedule for either personal lines or commercial use, but with the use reflected in your Underlying Policy schedule of insurance, 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.

B. Period of Insurance

- The Period of Insurance is initially the period from the inception date of this 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 to a maximum of 12 (twelve) months before renewal review.

C. Continuing Cover

- On receipt of the monthly premium on the first calendar day of each calendar month the Policy is automatically renewed by us for 1 (one) month for a maximum of 12 (twelve) months after which the premiums and cover will be reviewed.
- Policies will be reviewed once a year (every 12 (twelve) months) and clients will be notified of changes in premium in writing 31 (thirty-one) days before the annual renewal date.

D. Termination/Cancellation of Policy

- This Policy will automatically end when;

- or if the Underlying Policy Comprehensive Insurance is voided, cancelled, or lapsed for any reason,

- Unpaid premiums will be managed as follow:
  - In the case of **commercial** business, if the premiums are not paid on request, all cover ceases with effect from the last day of the previous month when a full premium has been received.
  - In the case of **domestic** policies, if the premiums are not received on the due date or within 15 (fifteen) calendar days after the due date, this Policy is considered cancelled on the last day of the month for which premium was last fully received.
- Should a stop payment reflect on an unpaid report on your debit order to us, then cover will cease at midnight on the last day of the period of insurance for which we received full payment.
- You can cancel this Policy or any Section of it by giving us 31 (thirty-one) days' notice in writing.
- If we wish to cancel the Policy or any Section of it, we must give you 31 (thirty-one) days' notice in writing.
- 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 us of the client's change in financial status to enable us to cancel cover with immediate effect.

E. Payment of Premium

- Your premium is payable to us by monthly debit order.
- The due date shall be the 1st calendar day of every calendar month.
- You must pay your premium in advance.
- If we do not receive your premium by the due date, we will re-debit on the next due date. If the outstanding premium is not received when we re-debit, we will again re-debit on the following due date. 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 for which we received a full payment.
- Monies received for unpaid premiums will be allocated to the oldest outstanding premium(s).
- The Insured and any other Insured(s) are collectively and individually responsible for the payment of the premium.

F. Preventing loss and/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 this 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.
- No refunds will be paid in the event of a non-disclosure.

G. Limitations and Amendments (Including Inflation and Premium Adjustments)

- We have the right to make limitations and amendments to this Policy Contract and will provide you with 31 (thirty- one) days' written notice thereof at your last contact address according to our records.
- It is your responsibility to advise us of any change of address.

H. 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 this 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 this Policy from inception with no refund.

I. Fraud and/or non-compliance

- If any claim sent 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.

J. 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.

Section 7 – Insurer's Rights after an Occurrence that may lead to a claim.

A. We reserve the right to contact the Underlying Policy insurance company in the event of a claim to confirm the amounts deducted and to check that all documentation is complete.
B. In the event of a dispute or misrepresentation, the Underlying Policy insurance company's advice will be regarded as binding.
C. You shall at our expense, do and permit to be done, all such things as may be necessary or required by us for the purpose of enforcing any rights to which we shall be, or would become, subrogated upon indemnification of yourself.

Section 8 – Fraudulent or Wilful Acts

A. All rights of indemnity under the Policy will be forfeited in the following circumstances:
- If a claim is in any respect fraudulent or if you use fraudulent means, or on your behalf, to obtain any benefit under this Policy.
- If a claim in any way occurs due to a wilful act committed by yourself or with your knowledge.
- If information supplied in connection with a claim is not true.

Section 9 – 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 10 – Use of Personal Information

A. 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").

B. We will take all reasonable steps to protect your personal information.

C. You authorise us to:
- process your personal information to:
  - communicate information to you that you ask us for.
  - provide you with insurance services.
  - verify the information you have given us against any source or database.
  - compile non-personal statistical information about you.
- 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.

- Transmit your personal information to any third-party service provider that we may appoint to perform functions relating to this Policy on our behalf.

D. You acknowledge that this consent clause will remain in force even if this 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

PROFESSIONAL INDEMNITY EXCESS PROTECT

SECTION 1 – DEFINITION OF TERMS

A. **"Insurer"** refers to Infiniti Insurance Limited Reg Nr 1966/010741/06.
B. **"Administrator"** refers to Infinite Credit Underwriting Managers (Pty) Ltd. Registration Nr 2007/018079/07, an Authorised Financial Service Provider FSP 46366 who complies with the Financial Advisory and Intermediary Services Act 37 of 2002.
C. **"You/your"** refers to the person whose name and address appears on the Policy Schedule.
D. **"Professional Indemnity"** refers to cover in place with an underlying insurer to cover the cost or compensation of clients for loss or damage sustained due to negligent services or advice as provided by the insured of this policy and the underlying policy.
E. **"Insured"** refers to the individual or company stated on the schedule to be covered in terms of this policy and the underlying professional indemnity policy.
F. **"Premium"** refers to the amount payable by you as stated in the Policy Schedule or any endorsement issued in terms of this Policy.
G. **"Date of Loss"** refers to the date upon which the damage to, or loss occurred, which date must fall within the Period of Insurance.
H. **"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.
I. **"Claims Limit"** refers to the limitation of (One) 1 claim per policy lifetime with no possibility of reinstatement.

SECTION 2 – GENERAL OPERATIVE CLAUSE

This Policy Wording and the Policy Schedule are the contract between Infiniti Insurance Limited, administered by Infinite Credit Underwriting Managers (Pty) Ltd, the Insured and other Insured(s) stated in the Schedule. Any application/proposal or statement/declaration 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 cover you, subject to the terms, exclusions and conditions of this Policy, against insured events for which you are covered under this Policy, that occur during the period of insurance as stated in the Schedule, provided that the sum insured shall not exceed the sum insured under this Policy, and provided that the premium is paid to date.

We will cover and/or compensate, at our discretion, the legal entity with insurable interest or you by direct payment, replacement or repair of such property described in this Schedule. All damages as a result of the "Insured Events" (Section 4 below) occurring during the period of insurance, provided that the sum insured shall not exceed the sum insured under this Policy as per the Schedule.

We will cover and/or compensate only the insured of the policy as noted on the policy schedule. No payment of claims will be made to any third parties.

Payment of the excess/first amount payable/deductible will only be made once the underlying insurer has paid out the Professional Indemnity claim on the underlying policy.

Premiums must continue to be paid whilst any legal proceedings or claims processing may be ongoing and/or whilst the underlying insurer is validating the underlying professional indemnity claim.

You must comply with the terms and conditions of the policy.

SECTION 3 - 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 the insured with cover for the excess/first amount payable/deductible in terms of their professional indemnity cover.

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 Infinite Credit. However, Infinite Credit reserves the right to decline this insurance, which will be done within (thirty-one) 31 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.

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:

R10,000 any one claim per policy lifetime.

R20,000 any one claim per policy lifetime.

R30,000 any one claim per policy lifetime.

Any other indemnity limit as agreed upon between Infinite Credit and the insured as stated on the policy schedule. The aforementioned is limited to one claim per policy lifetime.

5. **Limitations on Claims**:

5.1 One claim per policy lifetime.

5.2 No reinstatement of cover will be made available once the insured has claimed under this policy and the claim has been paid out by Infinite Credit.

6. Period of this Policy:

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.

7. Payment of Premium

7.1. All premiums are payable monthly in advance.

7.2. 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.

7.2.1. 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.

7.2.1.1. If this is the first premium due and the debit order collection fails, the Policy will be cancelled from the inception date.

7.2.1.2. 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.
7.2.1.3. 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.

7.2.1.4. 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.

8. Changes

8.1. 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.

8.2. You may make changes to this Policy at any time.

9. Cancellation

9.1. You may cancel this Policy or any section at any time.

9.2. 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.

10. Your Rights

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

11. Claims

11.1. Before we finalise or settle any claim, we may require you to sign an Agreement of Loss.

11.2. 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.

12. Fraudulent or Wilful Acts

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

12.1. 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

12.2. 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

12.3. 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.

13. Time limits

13.1. We must be notified of any claims or incidences that could give rise to a possible claim within (thirty) days of the Date of Loss.

13.2. 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.

13.3. 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.

13.4. We are not liable after (twelve) 12 months from the date of the event that gives rise to a claim, unless the claim is:
13.4.1. the subject of pending court action or arbitration; or

13.4.2. for amounts for which you may become legally liable.

14. Other insurance

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

15. Information that affects the risk

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

15.1. have not given us all the details that affect the risk; or

15.2. have misrepresented or misdescribed any details that affect the risk.

15.3. 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.

15.4. 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.

16. Jurisdiction

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

17. Sharing of insurance information and your authorisation to us

17.1. 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.

17.2. 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.

17.3. 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.

18. A person who deals on your behalf

18.1. 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.

19. Amendments to conform to law

19.1. 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.

20. Exclusions

The company shall not be liable for:

20.1. an underlying comprehensive insurance claim is rejected or repudiated.

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

20.3. 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.

20.4. Any existing damage.

21. Premium Increases

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

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

SECTION 4 – INSURED EVENTS

This policy is intended to cover the excess/first amount payable/deductible as stated on the underlying policy schedule for cover provided to the insured in terms of professional indemnity cover as provided by an underlying insurer.

The insured must first submit the professional indemnity claim with the underlying insurer and the claim must be approved by the underlying insurer before our policy will respond to cover the excess payable by the insured.

PERSONAL ACCIDENT

DEFINITIONS

For this section,

You/your/yours/yourself means the insured person/s stated in the schedule.

1. COVER SCOPE

SECTION 1 - PAYMENT OF BENEFITS:

If you sustain any physical bodily injury directly as a result of violent, accidental, external and visible means we will in respect of such injury pay to you (or in the event of your death to your nominated representative or if no representative is nominated your estate) the sum insured stated in the schedule if such injury shall be the sole and direct cause of death or disablement within 12 months of the date of the accident.

SECTION 2 - COMPENSATION:

Death (As per policy schedule – R 50 000)
Permanent Disablement (As per policy schedule R 50 000)

Description of Permanent Disablement
Loss by physical separation at or above the elbows or knees of one or more limbs or the complete and irrecoverable loss of all sight in both eyes

Percentage of Compensation Payable: 100% loss of hearing in both ears – 100%

Injuries resulting in total paralysis or permanent disablement or in being permanently bedridden - 100%

Permanent disfigurement from burns of:
(1) Disfigurement in excess of 50% to the surface area of the face and neck – 25%
(2) Disfigurement in excess of 50% to the remaining parts of the body other than the face and neck - 50%

If the percentage disfigurement under item (1) or (2) is less than 50% of the surface area, we will apply to the compensation concerned a percentage based on the extent that actual disfigurement bears to 50% disfigurement.

We shall not be liable under item (1) or (2) unless the extent of disfigurement under item (1) or (2) individually exceeds 10% or until the permanent effect of medical and/or surgical treatment has been established.

Permanent total loss of use of a limb will be treated as loss by physical separation. The aggregate of all percentages payable for permanent disablement in respect of any one accident shall not exceed 100% of the amount payable under item B.

2. EXTENSIONS:

- Disappearance:
  If having examined all evidence accepted by a court of law declaring you dead, have no reason to suppose based on such evidence other than that an accident has occurred, your disappearance shall be considered to constitute a claim.

If, at any time after payment has been made by us in settlement of a claim, you are found to be living, any sums we have paid in settlement of the claim shall be refunded to us.

- Exposure:
  Death or bodily injury resulting from starvation, thirst and/or exposure as a direct or indirect result of an accident shall be considered to constitute a claim.
- Life Support:
  The 12 months period stated under Cover Scope shall not include any period or periods where your death is delayed solely by the use, for a period or periods of not less than 5 consecutive days of life support machinery, equipment or apparatus. – Limited to R 20 000
- Medical Expenses:
  Cover up to R5 000 for medical expenses incurred as a result of an accident and is not covered by your medical aid.

3. **PROVISIONS**:

- The compensation shall be paid into the bank account from which the insurance premium is collected.
- In circumstances where this payment procedure is not possible, such as the account being suspended in the event of the insured's death, then the compensation shall become payable to the estate of the insured.
- Compensation shall not be payable under more than one of the items A and B in respect of the same accident. You 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.

4. SPECIFIC EXCLUSIONS:

We will not be liable for any claim resulting from:

a. Participation by you in:

i) any sport as a professional
ii) parachuting, skydiving, hang gliding, wrestling, boxing or martial arts
iii) racing, speed or endurance tests on or in power driven vehicles or craft
iv) flying other than as a passenger in a licensed passenger carrying aircraft piloted by a duly qualified person
v) mountaineering where the use of ropes or a guide is necessary
vi) bungee-jumping, scuba-diving, steeplechasing, water-skiing, rugby, ice hockey, winter sports, polo, football against professional clubs
vii) big game hunting
viii) motor cycling or quad biking
ix) digging or sinking of mine pits or shafts, underground mining activities or the manufacture or use of explosives

b. Any physical infirmity, condition or disability which existed prior to inception of this section of the policy.
c. Death or bodily injury directly as a result of violent, accidental, external and visible means whilst you are under the influence of intoxicating liquor or has failed a breathalyser test or whilst the concentration of alcohol in your bloodstream exceeds the legal limit as prescribed by Section 65 of the Road Traffic Act (or amended Act) or is under the influence of drugs having a narcotic effect.
d. Your suicide, attempted suicide or intentional self-injury.
e. An accident caused by or attributable to:

i) your participation in any riot, civil commotion, labour disturbance, strike or lockout or public disorder or any act or activity which is calculated or directed to bring these about
ii) the performance or attempt to perform

- any act whether on behalf of any organisation, body 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

- any act which is calculated or directed to bring about destruction or damage or bodily injury 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
- Your service in the military, naval, police or air service of any country.
- Death or permanent disablement if you are younger than 16 years of age or older than 70 years.

5. SPECIFIC CONDITIONS:

a) Upon payment of any claim under item A or item B for which compensation as stated in the table of permanent disablement is 100% of the basic amount insured by that item the insurance and any further liability will cease immediately.

b) You must give notice to us:
- of any physical infirmity which, to your knowledge, affects you
- immediately of any change to a more hazardous occupation by yourself

c) This section will not continue in force beyond the period of insurance during which you attain the age of 70 years.

d) On the happening of any occurrence for which Compensation is payable you must employ the services of a registered medical practitioner and undergo any treatment the practitioner deems necessary.

e) You must submit to a medical examination at our expense as often as we require.

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.

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 wilful act committed by yourself or with your knowledge.

3. If information supplied in connection with a claim is not true.

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.

9. USE OF YOUR PERSONAL INFORMATION

When you enter into this policy you will be giving us with your personal information that may be protected by data protection legislation, including but not only, the Protection of Personal Information Act, 2013 (“POPI”). 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 ("POPI") 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.