

**NON-MOTOR EXCESS PROTECT  
POLICY WORDING**  
**Underwritten by Infiniti Insurance Limited (we/us/our Insurer)**  
**An authorised financial service provider FSP Nr: 35914**  
**Administered by Infinite Credit Underwriting Managers (Pty) Ltd (Administrator)**  
**An Authorised financial service provider FSP Nr: 46366**

**SECTION 1 - GENERAL OPERATIVE CLAUSE**

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

In consideration of and upon receipt of the premium, we will indemnify you, subject to the terms, exclusions and conditions of the Policy, against occurrences for which you are covered under the Policy, that occur during the period of insurance stated in the Schedule.

We will indemnify you by direct payment into your bank account as per the banking details on the Policy Schedule of this Policy document.

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

**SECTION 2 - INSURED EVENTS**

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

**SECTION 4 - LIMIT OF INDEMNITY**

1. If the excess fatigue option (detailed in section 5) has not been selected 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. If the excess fatigue option (detailed in section 5) has been selected the claim instituted against us will be limited to the amount deducted by the underlying insurance company in respect of the excesses other than the basic excess up to a maximum of R5000 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 R5000.
    - 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.
  3. No claims will be settled by us in the event of the underlying insurance company repudiating your claim.
  4. No claims will be settled by us where the underlying insurance company pays a claim on grounds of an ex-gratia settlement.
  5. 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.
  6. The Non-Motor Excess Protect does not cover all risk claims. If cover is required for all risk claims then either:
    - a. The excess fatigue extension must be activated; or
    - b. The executive excess protect product, which covers specified all risk items, must be purchased.
  7. 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)

### **ADDITIONAL EXCESSES (EXCESS FATIGUE)**

Excess Cover up to R 5 000 per claim maximum two (2) claims per annum.

Once your claims have exceeded the value limit or the annual number of claims limit, you must immediately contact your broker to request that we reinstate cover for the balance of the year. We reserve the right to decline to reinstate the cover, or may charge a once-off premium for the reinstatement of cover. Cover can only be considered reinstated once you receive confirmation from either us or your broker that such cover has been reinstated.

## **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 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 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.

## **SECTION 11 – DISCLOSURE NOTICE**

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

### **Introduction**

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

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

### **Our Disclosure**

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

## **Underwriting Manager**

Name : Infinite Credit Underwriting Managers Proprietary Limited t/a i-Credit  
Physical Address : 16 Gibson Road,  
Sunward Park, Boksburg  
1425, South Africa  
Postal Address : Suite 178 Private Bag X3  
Strubens Valley  
1735  
Telephone : 010 300 6291  
Fax : 086 465 3707  
Email : [henry@i-credit.co.za](mailto:henry@i-credit.co.za)  
FAIS Licence : FSP Number 46366

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

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

## **FAIS Licence Information**

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

## **Your Policy**

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

## **Complaints Resolution Procedure**

### **Summary**

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

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

A complaint can only arise if:

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

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

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

**What happens after this?**

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

**What other rights do you have?**

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

**FAIS Ombudsman**

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

**Customer Contact Division**

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

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

**Compliance Officer Details of Insurer**

Name : Peet Pieterse  
 : Authorised to outsource their service under licence CO 5883  
Telephone : 011 718 1200  
Fax : 011 726 1874  
Postal Address : PO Box 23, Strathavon, 2031  
Email address : PeetP@infinitiafrica.com  
Your Intermediary : Also referred to as your Broker or Financial Service Provider (FSP). The name of your Broker is reflected on your Policy Schedule.  
Legal Status : Your Broker is authorised by us in terms of an agency agreement to render advisory and intermediary services regarding our financial products in the categories they are licensed for. Your Broker is not a representative of Infiniti Insurance Limited and Infiniti Insurance Limited accepts no responsibility for their actions. Your Broker has to disclose to you whether they hold professional indemnity insurance or not.