

# WELL DONE!

As part of *The Unlimited family* you are now on a journey where you get unique, unbeatable value you cannot get anywhere else.



\*The insurance benefits are underwritten by underwritten by Regent Insurance Company Limited, 1966/007612/06

## YOUR AGREEMENT AND POLICY

*All you need to know*

The nlimited

Your unique family Your winning future

An authorised financial services provider  
FSP21473



# THE UNLIMITED FAMILY MEMBERSHIP AGREEMENT

## AUTO SUPREME

### 1. WHO IS PART OF THE UNLIMITED FAMILY AGREEMENT?

- 1.1. You and anybody else who is financially dependent on you and whose names and dates of birth you have provided to us and who we have agreed to include as members. This can include your spouse, children and other adults who are dependent on you.

**AND**

- 1.2. Us, The Unlimited Group (Pty) Limited. We bring you the benefits and provide intermediary services in respect of the insurance Cover.

**AND**

- 1.3. SA Vehicle Maintenance (PTY) Ltd, company registration number 2000/009578/07, a subsidiary of M-Sure Financial Services (PTY) Ltd, company registration number 2002/022941/07 (the Administrator).
- 1.4. By making payment of your monthly fee you:
- agree and want to be a party to this membership agreement;
  - allow us to fulfil on our obligations to you in terms of this agreement. To allow us to do this you agree that we can share your information with our partners, business associates, agents, representatives and other relevant third parties; and
  - agree that we can market other products and services to you, share market innovations with you and you consent that we can submit your information to credit institutions (including credit bureaus) to update, process and monitor your information to guide us in making decisions about product development and suitability of offering, affordability, market conduct and activities related to our business and providing goods and services to you.
- 1.5. **The Fee is the total amount you pay us each month for all the membership costs (which include the non-financial services benefits you have with us as set out in this membership agreement and where you have an Insurance Policy, it will include the premium. It will include any subsequent costs for added benefits to your membership and additional premiums for endorsements to your Policy. Payment of the fee entitles you to membership of The Unlimited Family and accordingly, to be notified of further product offerings, as well as preferential pricing should you take the additional products from us.**
- 1.6. **We may further change the membership benefits or fees payable at any time. If the fee or membership benefits change for any reason, you will be given 31 days' prior written notice to that effect. Should you purchase additional membership benefits; the applicable fee/s will become payable immediately.**
- 1.7. **The Premium, which is payable by us to the insurer/administrator will be disclosed on the policy or endorsement.**
- 1.8. The Unlimited makes use of NAEDO collections services, this prioritises your debit to ensure that We are able to collect the monthly Fee. If we are unable to collect on the debit date you have given us, we use a tracking system that allows us to process your debit on another date to improve the likelihood of a successful debit collection and that allows you to keep your membership and Policy benefits active.

- 1.9. Your Fee may be collected on a different date due to a public holiday or weekend.
- 1.10. You must be under the age of 65 to enter into this membership agreement. The membership agreement will end when you turn 70. Any membership benefits that apply to dependants will end should this membership agreement end for any reason.
- 1.11. For any questions on your service benefits, please call us on 0861 990 000 for assistance.

## 2. WHAT BENEFITS DO YOU GET AND WHEN CAN YOU USE THEM?

- 2.1. For your monthly membership fee (after we pay the premium for insurance Cover) you get the following benefits:
  - i. Motor vehicle maintenance and restoration plan (see clause 3 below); and
  - ii. We negotiate rates and terms with service providers on your behalf and arrange insurance cover for you.
- 2.2. Unless we tell you otherwise, as soon as we have successfully collected two consecutive monthly fee payments, you can start using your benefits, but the insurance Cover may be subject to waiting periods in the insurance Policy. The fee includes the premium which is payable to the Insurer for the Cover.
- 2.3. Your use of the benefits is subject to the terms of this agreement and any insurance Policy, schedules, amendments and endorsements.

## 3. WHAT MOTOR VEHICLE MAINTENANCE AND RESTORATION SERVICES HAVE YOU GOT AND WHEN CAN YOU USE THEM?

- 3.1. Your maintenance and restoration plan includes the following benefits and services:

### 3.1.1. Maintenance and Restoration Plan

You have the benefit of maintenance and restoration services worth up to a maximum of R4 000 (Four thousand Rand) including VAT, every 90 (ninety) days, calculated from when we receive your first successful payment (the **Start Date**). This amount is for maintenance and restoration services to the motor vehicle (**car**) which registration number and details you have provided to us. If you do not use the maximum value of R4 000 in the 90-day period, **this amount or the balance, is not carried over** to the next 90-day period. The maximum amount for the next 90 days will start again at R4 000. **Please note that certain maintenance and restoration services is excluded. You can see the exclusions at clause 3.4 (below). As examples; mechanical issues and replacement parts of any nature are excluded.**

### 3.1.2. Type of maintenance and restoration services included on the maintenance and restoration plan

This plan assists with repairing minor damages. Any damages caused by an accident or damages with signs of a panel being ripped, torn, cracked or in need of replacement is explicitly excluded.

You can use your benefit of up to R4 000 for maintenance and restoration services for both exterior and interior maintenance. If the maintenance and restoration services costs more than R4 000, you will need to pay the balance off before the maintenance and restoration service can be done.

### 3.1.2.1. Exterior maintenance and restoration services

<b>Light Scratches &amp; Minor Dents</b>	For dents and scratches to the outside of the car.
<b>Stone Chips</b>	A chipped area if it can be filled and sealed to prevent corrosion.
<b>Wheel Rims and Mag Wheels</b>	Restoration of the vehicle's wheel rims or mag wheels if they sustain scuffs, stone chips or paint defects. Replacement of wheel rims or mag wheels is excluded.
<b>Exterior Damage</b>	Maintenance and restoration of minor dents and scratches on your vehicle which is caused by the daily use of your vehicle. Minor dents and scratches are typically caused by objects making contact with your vehicle whilst it is stationary or slowly in motion. Examples could be: a trolley running into your vehicle in a parking lot or a hard ball hitting a soft panel on your vehicle next to the sport field. Other forms of minor damage could include brushing your bumper against a pillar or curb causing a scratch whilst parking. Damages as described above is normally too small to claim from your comprehensive insurance as the repair value is less than the insurance excess payable.

### 3.1.2.2. Interior maintenance and restoration services

<b>Centre Console, dashboard and door panel (Plastic parts only)</b>	Scratches and scuffs that are less than 150 mm (one hundred and fifty millimetres) wide and less than 1 mm (one millimetre) deep. Excluding to the airbag area.
<b>Gear Lever Boot and Handbrake Boot</b>	Tears or rips to the gear lever and handbrake boot, but only if less than 50 mm (fifty millimetres).
<b>Seat Panel</b>	For tears not exceeding 50 mm (fifty millimetres) and burn holes not exceeding 10 mm (ten millimetres). If the exact fabric is not available, a suitable replacement fabric will be used.
<b>Seat Stitch</b>	Where damage is repairable to seat stitches not exceeding 75 mm (seventy-five millimetres).
<b>Roof Lining</b>	Limited to one maintenance or restoration event per Maintenance and restoration Plan. If the existing roof lining becomes loose or starts to hang, this will only be repaired where possible. Replacement of the roof lining or any part thereof is excluded. The benefit does not apply to convertibles or vehicles with sunroofs.

### 3.2. IMPORTANT INFORMATION

- 3.2.1. This Maintenance and Restoration Plan applies only to you and the specific motor vehicle, which details you provided to us at time of taking the plan.
- 3.2.2. Your motor vehicle must be a private motor cars and light delivery vehicles with a gross vehicle mass of not more than 3,500 kg (**vehicle**). Vehicles used for any of the following purposes are excluded:
  - i. Racing, rallies, taxis, hiring, carrying of explosives or trade goods for business purposes, driving instruction for reward;
  - ii. vehicle is in the custody of the motor trade other than for the purpose of its overhaul, upkeep or repair;
  - iii. motorcycles, four wheeled bikes, scooters, caravans or motor homes, trailers and boats; and
  - iv. exotic cars.
- 3.2.3. You may not transfer your plan to anyone or use the benefits for another vehicle.
- 3.2.4. Please note that should you wish to change your specific vehicle, you will need to inform The Unlimited of the change. To do this, call 0861 990 000.
- 3.2.5. You will be limited to one specified Vehicle change in a two-year period. The two-year period will be calculated from the first successful collection of your monthly Fee and for a consecutive period of 24 months and thereafter each 24-month period.
- 3.2.6. You will be allowed to have maintenance and restoration services done to pre-existing damages (damages your car had before the Start Date) on your first use of the maintenance and restoration plan within the initial 90 days. Any maintenance and restoration services done will be subject to the terms and conditions of this membership Agreement.
- 3.2.7. **Please note that this maintenance and restoration plan is not an insurance policy.** It does not indemnify you for damages or losses sustained or suffered, our obligations are limited to the provision of the benefits. We will not be liable for any repairs or work done of whatsoever nature and howsoever arising in excess of R4 000. Any repairs or work done in excess of R4 000 but under R7 500 (see clause 3.3.8 below) will be for you to pay.
- 3.2.8. We will not be liable for any damage of whatsoever nature and howsoever arising that occurs during the repair process to vehicle sensors, modifications or accessories.

### 3.3. HOW DO YOU ACCESS YOUR MAINTENANCE AND RESTORATION BENEFITS?

- 3.3.1. We need to successfully collect two consecutive monthly fee payments (2 in a row) before you can use the benefits (the **suspensive period**). If you change your car (for example, if you sell your car and buy a new one) you will need to call us to update your vehicle details and the suspensive period will re-apply. Remember, you will only be able to change your Vehicle once in a two-year period.
- 3.3.2. All maintenance and restoration services are done through our approved panel beaters/repair agents, unless you are provided with

express pre-authorisation by us to use your own panel beater/ repair agent.

- 3.3.3. You must get pre-authorisation from us before using the services. Any unauthorised repairs are not covered.
- 3.3.4. You must have a valid driver's licence and motor vehicle licence when applying to use your benefits.
- 3.3.5. The following process will apply to using your benefits:
  - a. **Step 1 – Go to <https://theunlimited.co.za/motor-scratch-dent-online-claim/>**
  - b. **Step 2 – Complete the online claim form in full and submit.**
  - c. **Step 3 – You will receive an automated email with the claims process and you will be requested to visit 2 authorised repair centres to obtain quotations.**
  - d. **Step 4 – All claims details must be submitted to the email address provided and once both quotes have been received your claim will be opened and assessed within 48 hours.**
- 3.3.6. All existing damages, all claims (and quotes) must be submitted with photographs of the entire specific vehicle (taken or verified by the panel beater). Any damages not repaired at the time of the claim, for whatsoever reason, will be treated as pre-existing damages going forward and cannot be repaired under this maintenance and restoration plan. PLEASE NOTE:  
You can elect to have all the noted repairs done BUT any repairs in excess of the R4 000.00 will be for your account and must be paid by you directly to the panel beater.
- 3.3.7. You may not split your damages or quotes in order to have the repair/s done in different 90 day periods (i.e. to bring the repairs within the R4 000 benefit limit). If you do this we and the service provider have the right to refuse to do any or any further repairs and to recoup any payments made towards such repairs from you.
- 3.3.8. **IMPORTANT:** We will only assess quotes up to a maximum of R7 500.00 (incl. of VAT) for a claim. Any claim assessed in excess of this amount will be deemed accident damage which falls outside this maintenance and restoration plan. Claims assessed in excess of this value should be claimed from your comprehensive insurance or are for your own account.
- 3.3.9. If you have any questions or unable to access the online claim form, our agents will be able to help you **call us on 0861 990 000 before** using the services.

### **3.4. IMPORTANT: WHEN WE WILL NOT PROVIDE YOU WITH THE MAINTENANCE AND RESTORATION SERVICES?**

- i. If you do not pay your fee you will not be able to use the benefits. Please note should you fail to pay Your monthly fee, the suspensive period will reinstate on collection of Your next fee.
- ii. If you have committed fraud or have not given us all your correct details(now or when you use a benefit).
- iii. You cannot use this as part of an insurance claim. To be clear, the benefit amount cannot be used for the payment of excess on an insurance claim.
- iv. Any maintenance and restoration services that does not expressly fall within the benefit description of the maintenance and restoration plan

benefits described in clause 3.1 above.

- v. Any maintenance and restoration services requiring the replacement of a body panel or part thereof.
- vi. Stripping and Assembly of parts is excluded, unless:
  - a. it is required to fix a scratch or dent that falls within the benefit description of this maintenance and restoration plan; and
  - b. Both repair and stripping and assembly of parts fall within the benefit limit (see clause 3.1 above).(To be clear, if stripping and assembly is required to assess damage and the damage falls outside the benefit description, the cost associated with the stripping and assembly of the effected part(s) will not be covered under this maintenance & restoration plan as stripping and assembling is not a stand alone benefit under this plan).
- vii. Repairs and replacement to cracked, ripped or torn panels are excluded.
- viii. Repairs and replacement to buckled, cracked or unrepairable rim and mag wheels are excluded.
- ix. Mechanical or electrical breakdown or breakage and/or tyre damage.
- x. Rusting, peeling, cracked or faded paintwork or any gradually developing cause, including but not limited to maintenance and restoration services where additional processes are required.
- xi. Damage to car radios, sound equipment or car telephones, stickers or artwork and vehicle branding.
- xii. Any depreciation in value arising from maintenance or restoration and any maintenance or restoration not authorised by the Administrator.
- xiii. Any maintenance and restoration work outside of South Africa.

#### **4. HOW LONG DOES THIS MEMBERSHIP AGREEMENT LAST?**

- 4.1. This membership agreement is month to month. It will renew on the same terms each time we successfully collect the monthly fee.
- 4.2. You can cancel at any time – give us a call so we can assist you and help you make the right decision. There is a cooling off period of 31 days (calculated from the start date) in which you can cancel and receive a refund **BUT ONLY IF** you have not used any of the benefits.

#### **4.3. WHEN CAN WE CANCEL/CHANGE THIS AGREEMENT**

- 4.3.1. We can change this Agreement but we will give you 31 days' notice (warning) before we change any of these conditions. We will send you an SMS, email or letter. If you have a preference about how we communicate with you, let us know.
- 4.3.2. We can cancel this membership at any time should you not fulfil your duties under this membership or if you are dishonest or fraudulent in your actions, by:
  - a. Us giving you immediate notice in writing of cancellation for fraudulent or dishonest actions or the Non-payment of your fees; and
  - b. Us giving You 31 days' notice in writing (or such other period as may be mutually agreed and/or otherwise prescribed by this membership.
- 4.3.3. We will send you an SMS, email or letter. If you have a preference



about how we communicate with you, let us know.

- 4.3.4. In the event of fraud, mis-description, misrepresentation or non-disclosure of material facts at any time, we reserve the right to void or cancel any membership or reject any claim with immediate effect or declare the membership null and void from inception.

## 5. WE WOULD LOVE TO HEAR FROM YOU

Whether it's a complaint or a compliment, a question or a comment, even if you just want to have a chat about our products or what is important to you, we would love to hear from you.



on our Facebook, find us as The Unlimited;



on our Twitter handle, find us on @theunlimitedza,



on LinkedIn, look for us as theunlimited;



on [customer@theunlimited.co.za](mailto:customer@theunlimited.co.za),



ALSO, Check out our website: [www.theunlimited.co.za](http://www.theunlimited.co.za);

OR



Call us on 0861 990 000.

# INSURANCE POLICY WORDING

## TYRE INSURANCE

### INTRODUCTION

Once the Insurer, (**Regent Insurance Company Limited**) has accepted Your Policy, the information You have provided to Us and/or on the application/schedule, will all form part of the contract of insurance between the Insurer and You (the Insured). This will also form part of the Agreement between You and Us (**The Unlimited**). The Policy is administered by M-Sure Financial Services (Pty) Ltd (**the Administrator**). In return for Your Premium and providing that You comply with the terms and conditions of this Policy, the Insurer will provide the cover. Should the Insurer decline this insurance, they will do so within 30 days. If they do decline, they will refund the full Premium.

### DEFINITIONS

- Accidental Damage** means an event occurring by chance or unintentionally, causing physical loss or damage to tyres, road and mag wheels, as a result of Road Hazards.
- Accredited Dealer** means a repairing dealer referred by or approved by the Insurer and/or Administrator.
- Agreement** means, collectively, the terms and conditions set out in this Policy and any schedule, as well as other documents and policy schedules applicable to Your Primary Product, including the Welcome Letter or application form signed by you, if applicable.
- Covered Vehicle** means the Motor Vehicle which particulars and details You provided to Us when you took out Your Primary Product.
- Date of Loss** means the date of damage to the insured item which date must fall within the period of insurance.
- Emergency Repairs** means where the policyholder had to have minor repairs done due to an unexpected event requiring immediate attention, to prevent further loss or damage in order to get mobile after hours, on weekends or public holidays.
- Fee** means the total amount You pay Us each month for all the benefits You have with us, and as set out in the relevant Schedules. The Fee includes any Premium and Additional Premium if applicable.  
The Fee:
  - is payable in respect of the non-financial services benefits in your product(s) (as well as the insurance benefits); and
  - entitles you to membership of The Unlimited and, accordingly, to be notified of further product offerings, as well as preferential pricing should You take additional products from Us.
- Inception Date/Start Date** means, subject to the terms and conditions of the Agreement, the date on which You are first covered under the Policy, being the date on which We successfully collect the first Premium from You.
- Insurer** means Regent Insurance Company, the entity that will provide the Policy Benefits subject to the terms and conditions of the Policy being met.
- Malicious Damage** means damage resulting from a deliberate, intentional, spiteful, hateful, mean, nasty, and willful or wanton act of any person, other than You, the policyholder.
- Modified Vehicle** means any change made to the motor vehicle from time of manufacture that changes or alters the performances of the motor vehicle from

its original manufacturer's specifications.

12. **Policy** means the contract of insurance between You and the Insurer. The contract is made up of these terms and conditions, any information You give Us and/or the Insurer, as well as any application form signed by You.
13. **Policy Benefits** means the underwritten benefits provided by the Insurer, the repair and/or replacement of damaged tyres subject to the terms, conditions and limits as set out in this Policy.
14. **Premium** means the amount payable to the Insurer for the cover they provide under the policy (the Policy Benefits), as set out in this policy.
15. **Primary Product** means any product consisting of benefits which You already have with Us and which is currently active.
16. **Off-Road** means any 4x4 tracks or routes designed specifically for 4x4 vehicles.
17. **Repairable Tyres** means where in the Insurer's opinion the tyre is safely repairable and it is economically viable to repair the damaged tyre having regard to the replacement costs.
18. **Road Hazards** means cuts, snags, irreparable punctures or bruises to tyres and damage caused to tyres or rims by potholes, rocks, broken glass, steel bits, wooden debris, nails or splinters.
19. **Salvage** means that in the event of a replacement tyre or rim being authorised, ownership in the damaged item will pass to the insurer and the insured will not be entitled to retain the damaged item.
20. **Waiting Period** means the period specified in the Policy, during which we need to collect a specified number of successful Fees and premiums from You before You are entitled to claim under the Policy, calculated from the Inception Date.
21. **We/Us/Our/The Unlimited** means The Unlimited Group (Pty) Limited, a company registered in South Africa.
22. **You/Your** means the policyholder and the insured under the Policy and main member under the Agreement.

## 1. YOU ARE COVERED FOR

### 1.1. Benefits

Repairs to or replacement of the vehicle's tyres as a result of damage which occurred during the period of this policy.

### 1.2. Eligible Vehicles

The policy covers the tyres of passenger vehicles, including 4x4s and light commercial vehicles having a maximum GVM (gross vehicle mass) of 3 500kg. It does not cover the tyres of taxis, hire vehicles, rebuilt vehicles (CODE 3), courier or delivery vehicles, modified vehicles (including turbo conversions) and vehicles that are, or have been, used in any form of motoring competition.

### 1.3. Effective Date of the Policy

You can access the benefits and submit claims immediately after the second successful collection of Premium for this policy (the Effective date) as cover is subject to a 2 month waiting period from the start date of the policy.

#### 1.4. Items Covered

Only tyres damaged through Accidental or Malicious Damage will be replaced subject to the **maximum indemnity of R2 000.00 per quarter (every 90 Day period commencing from the Effective Date of this Policy)**. Please note all other replacement tyres will be for Your account.

### 2. GENERAL CONDITIONS

**These are general rules which govern this Policy.**

#### 2.1. Other Insurances or Warranties

If there are other similar insurances or warranties in force at the time of a claim covering the vehicle for the same damage, we will only pay our ratable proportion of any repairs or damages.

#### 2.2. Transfer of the Policy

This policy is not transferable. Cover will be applicable for tyres fitted to the Covered Vehicle. Should You wish to change the motor vehicle covered under this policy, You will need to notify Us and/or the Insurer of the change in details. Should You not update Your motor vehicles details, Your claim may be rejected by the Insurer.

#### 2.3. VAT (Value Added Tax)

In terms of a ruling issued by SARS (South African Revenue Service), this document and the schedule together with proof of payment of premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in Sections 20(7) and 21(5) of the VAT Act respectively. All premiums, fees and commissions amounts include VAT at 15% (fifteen percent). The sum insured is the full amount covered and it includes all VAT portions, including potential VAT costs and VAT liabilities to SARS. Any excesses that are paid by you are not subject to VAT.

#### 2.4. Betterment

**It is not our aim to put you in a better financial position than before the claim. So, in certain circumstances, where replacement tyres are required additionally to the damaged tyre, the Insurer will only pay for the damaged item.**

### 3. Starting, renewing and ending the Policy

- 3.1. Your Policy starts on the Inception Date and cover continues for 30 days, as long as You pay the agreed Premiums when they are due (i.e. monthly) and meet all other terms and conditions of the Policy.
- 3.2. Your Policy will be renewed on each date that We collect a Premium from You after the Inception Date (Start Date).
- 3.3. These Policy terms and conditions will continue to apply to the renewed Policy.
- 3.4. Should You elect to cancel this policy or should the policy terminate through non-payment of a Premium or should the Insurer cancel this policy, You will not be allowed to take a similar policy from the Insurer for a 12 month period calculated from the month of cancellation.

## 4. Premiums

- 4.1. If You do not pay Your Premium on time You will have a grace period of 15 days after the due date to pay. **This period of grace only applies with effect from the date on which Your second Premium is due.** If You claim during the 15 day grace period, We can deduct the Premium due by You from Your claim amount if the Insurer approves Your claim.
- 4.2. **Should We successfully collect a Premium from You after the due date, the date that We are able to collect** such Premium will become the new Policy Inception Date and the Waiting Period, if applicable, will reapply.
- 4.3. If We are unable to collect any Premium from You, for example when Your bank tells Us that the reason for Your missed payment is 'not provided for' or 'effects not cleared' (usually when You do not have enough funds available in Your account), We will try to debit Your account again.
- 4.4. **Should We be unable to collect any single Premium from You, Your Policy will lapse. In order to re-instate cover under the Policy, You authorise Us to attempt to debit the Premium from Your account for a further 3 (three) consecutive months.** Should We be successful in collecting a further Premium from You within this 3 (three) month period, the date of collection of that Premium shall be the new Policy Inception Date, as referred to in clause 4.2 above.
- 4.5. The Insurer may increase the Premium, subject to giving You 31 (thirty one) days' written notice. Notice will be provided by (SMS/email/facsimile/post.)
- 4.6. **You authorise Us to collect the Premium from any South African bank account whose details You have given Us.**
- 4.7. We make use of NAEDO collections services to ensure that We are able to collect Your Premium and Your cover under the Policy. NAEDO is a debit collection system that allows Us to process Your debit closer to Your salary payment date thereby improving the likelihood of a successful debit collection.
- 4.8. The Inception Date (Start Date) may not be backdated.

## 5. Cancellation

You can cancel the policy at any time by writing to Us and/or the Insurer. The Insurer can cancel or change Your policy by giving you 31 days' notice.

## 6. Fraud and Dishonesty

If You, or anyone acting on Your behalf, submits a claim or any information or documentation relating to any claim or policy information that is in any way fraudulent, dishonest, exaggerated or withheld, the Insurer will reject Your claim and Your policy will be cancelled.

## 7. Personal Details

It is Your responsibility to let Us and/or the Insurer know immediately if any of Your personal details, such as address, telephone number or email have changed.

## **8. Cooling-off-Period**

If your policy has a duration of 31 days or more, and if no benefit has yet been paid or claimed or an event insured against under the policy has not yet occurred, you have the right to cancel this policy within **14 days after the date of receipt of the policy document.**

## **9. WHAT YOU MUST DO**

**If you do not follow these conditions, then it is likely that your claim will not be paid.**

- a) You must take all steps possible to keep the Covered Vehicle in a proper and efficient state of repair and not misuse the Covered Vehicle.
- b) You must supply us with any documents we require to process a claim.
- c) You must report all claims to us and take the Covered Vehicle to an Accredited Dealer within 30 days of becoming aware of the damage otherwise the claim will not be accepted.
- d) Claims arising out of Malicious Damage should be reported to the police and accompanied with a police report and case number.
- e) If the tyre requires Emergency Repairs, the damaged item should be retained for inspection.

## **9.1. YOU ARE NOT COVERED FOR**

**The following are general exceptions that apply to the whole policy.**

### **9.1.1 Nuclear Risks**

Loss, damage or liability directly or indirectly caused by, or arising from, ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste arising from burning nuclear fuel, or the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.

### **9.1.2 War and Public Disorder**

Any loss, damage or liability caused by civil commotion, riot, strike, war, mutiny, military rising, martial law, rebellion, revolution, any act in protest against any State, Government or any Government body.

### **9.1.3. You are also not covered for the following:**

- a) damage where the tyre depth is less than 2mm on any part of the tyre surface and/or built in depth indicators have experienced wear;
- b) repairs that have not been authorised by the Insurer and/or the Administrator;
- c) damage to tyres that have been altered in any way from the manufacturer's specifications;
- d) any items that are still covered by the manufacturer's or supplier's policy at the time of the failure;
- e) damage to the tyres which are covered by any other insurance policy. In this instance, the Insurer will only pay its ratable proportion of any repairs or damage;
- f) damages caused by fire, theft or a road accident;
- g) resultant loss arising as a result of the damage of the Covered Vehicles' tyres;

- h) all losses other than losses arising as a result of Malicious or Accidental Damage;
- i) damage that existed before the policy started;
- j) damages caused by improper mounting or mechanical defects of the tyres;
- k) tyres on vehicles used for deliveries;
- l) damage as a result of Off-Road activities;
- m) costs or expenses normally recoverable under a comprehensive insurance policy;
- n) where any tyre on the vehicle does not match the tread pattern or type of classification as the balance of the tyres on that same vehicle;
- o) damage to the Covered Vehicle or injury to any person;
- p) tyres that have uneven surface wear, such as flat spots as a result of severe breaking; and
- q) if tyres have uneven wear due to alignment.

## 10. CLAIMS WHAT YOU MUST DO WHEN YOU BECOME AWARE OF DAMAGE:

- 10.1. You must call Us on 0861 990 000 and We will refer You to an Accredited Dealer. You must take the Covered Vehicle into the Accredited Dealer who will provide a quotation for the damage.
- 10.2. Once the quotation has been authorised by the Insurer, the Covered Motor Vehicle's damaged tyre(s) must be attended to within 90 days of the approval of the claim.
- 10.3. The Insurer will only pay up to a maximum of R2 000,00 every 90 days (calculated from the Effective Date of this Policy) and claim(s) in excess of this amount will be for Your account.
- 10.4. The Insurer will pay the amount into a South African bank account.
- 10.5. It will be at the discretion of the Insurer to reimburse You for a claim when the damaged tyre has been attended to before authorisation is obtained, in the case of Emergency Repairs.
- 10.6. The Insurer can choose to call on an expert for an independent assessment for a relevant report in assessing whether or not to approve a claim.
- 10.7. The Insurer can reject a claim and/or cancel Your Policy **if You or another Insured Person did not give Us true, correct and complete information (this will also include cases of deliberate fraud) when applying for insurance, when claiming or when any of Your or their information changed.** Any amounts paid out in terms of a claim would need to be repaid on request by the Insurer.
- 10.8. The Insurer will only consider a claim under the Policy if:
  - a. **We are informed about the claim within 30 days of the damage occurring; and**
  - b. **all documentation and any satisfactory proof of the damage requested by the Insurer and/or Ourselves, including fully completed claim forms, are received by Us, within 30 (thirty) days of the Insured Event (faxed and emailed Claims are not accepted).**
- 10.9. Failure to submit a fully completed Claim Form and all requested documentation may result in Your claim being regarded as 'Not Taken Up'.
- 10.10. All costs incurred in submitting a claim are for Your account.
- 10.11. The details of all incidents that are required to be reported to the SAPS

must be provided to Us in the form of an official SAPS report and must include the unique case number (CAS Number) assigned by the SAPS. **The incident must be reported to the SAPS before a claim can be lodged.**

- 10.12.** The Insurer will pay the Policy Benefits to You into Your South African bank account. Should You fail or not be in a position to provide Us with written details of the bank account into which the Policy Benefits must be paid, You irrevocably authorise Us/the Insurer to pay such proceeds into the account from which the Premium is collected. You/the Estate/the Insured Person hereby indemnify the Insurer and Us against all damages, claims and costs that may be incurred as a result of such payment.
- 10.13.** The Insurer will not pay interest on any Policy Benefits.
- 10.14.** If the Insurer rejects a claim, the onus shall be on You to prove that the claim should be accepted.

## **11. Claims Disputes or Repudiations and Time Bar**

- If your claim has been repudiated or the amount disputed, you have 90 days after receipt of the Insurer's repudiation letter or agreement of loss to make representations to the Insurer in respect of their decision.
- You have a further 6 months to institute legal action against the Insurer after the expiry of the 90 days referred to above. Failing which, you will forfeit your claim.
- You also have the right to lodge a complaint with the short-term insurance ombud.

## **12. Disclosure of Your Personal Information**

The sharing of claims and underwriting information (including credit information) by insurers is essential to enable us to underwrite policies, assess risks fairly and reduce the incidence of fraudulent claims. In the public interest and with a view to limiting premiums, you consent to any insurance or claims information being disclosed to us, any other insurance company or its agent by you or any person representing you.

The South African Insurance Association (SAIA) has created a shared database for storing insurance information of policyholders. We all 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 affects 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.

### **Your Right to Privacy**

Your right to privacy is a fundamental element that must be taken into consideration; however it is restricted to certain limits. These limits include cases where the parties have a legal interest in that information. 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.



**You are aware of the following:**

- 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.
- Such information being stored in the shared database and used as set out above.
- Such information being given to any insurer or its agent.
- Any underwriting information being verified against and shared with legally recognised sources or databases.

**FAIS DISCLOSURE NOTICE****DISCLOSURES REQUIRED IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES****Act 37 of 2002 ("FAIS")**

**IMPORTANT – Please read disclosures and other legal requirements carefully**

**1. Details of the Intermediary, Administrator and Binder Holder and the Insurer**

<b>DETAILS</b>	<b>INTERMEDIARY</b>	<b>ADMINISTRATOR AND BINDER HOLDER</b>	<b>INSURER</b>
<b>Name &amp; Company Reg. no.</b>	The Unlimited Group (Pty) Ltd (The Unlimited), 2002/002773/07	M-Sure Financial Services (Pty) Ltd, 2002/022941/07	Regent Insurance Company Limited, 1966/007612/06
<b>Legal Status</b>	The Unlimited Group (Pty) Limited is an authorised financial services provider (FSP21473). There are no limitations, restrictions or endorsements on the FSP's licence.	M-Sure is an authorised financial services provider (FSP 21799).	Regent Insurance Company Limited is a registered short-term insurer and an authorised financial services provider (FSP 25511).
<b>Physical address</b>	1 Lucas Drive, Hillcrest, 3610	The Bridge Office Park, Block A, Building 2, 5 Boeing Road East, Elma Park, Edenvale, 1609	Hollard Villa Arcadia, 22 Oxford Road, Parktown, Johannesburg, 2193
<b>Postal address</b>	Private Bag X7028, Hillcrest, 3650	Private Bag X5, Bruma, 2026	PO Box 674, Edenvale, 1610

<b>Telephone no.</b>	0861 990 000	0860 927 726	0860 734 368
<b>Facsimile</b>	0865 009 307	0860 329 729	0872 306 734
<b>Website</b>	<a href="http://www.theunlimited.co.za">www.theunlimited.co.za</a>	<a href="http://www.m-sure.co.za">www.m-sure.co.za</a>	<a href="http://www.regent.co.za">www.regent.co.za</a>
<b>Compliance Department</b>	031 716 9600	The compliance officer of M-Sure can be contacted by email at: <a href="mailto:compliance@m-sure.co.za">compliance@m-sure.co.za</a>	The Internal Compliance Officer of Regent can be contacted by email at: <a href="mailto:compliance@regent.co.za">compliance@regent.co.za</a>
<b>Claims Department</b>	0861 990 000	The Claims department can be contacted at the numbers above.	The Claims Specialist is contactable at the numbers above.
<b>Complaints Department</b>	In the event of a complaint, please contact The Unlimited Complaints by phone: 0861 990 000/ 031 716 9600 or fax us on 0865 009 307. Complaints by email: <a href="mailto:Info@theunlimited.co.za">Info@theunlimited.co.za</a>	In the event of a complaint, please contact M-Sure Complaints by email: <a href="mailto:complaints@m-sure.co.za">complaints@m-sure.co.za</a>	In the event of a complaint, please contact Regent Complaints by email: <a href="mailto:complaints@regent.co.za">complaints@regent.co.za</a>

## 2. The Intermediary

The intermediary has an obligation to confirm the following to you:

- His full business and trade names, registration number, postal and physical address, telephone numbers and email address.
- The fact that he has been given a mandate to act on behalf of Regent and whether any restrictions or conditions were imposed on the intermediary by Regent.
- Names and contact details of the relevant compliance office and complaints department.
- Whether or not the intermediary directly or indirectly holds more than 10% of the insurer's shares.
- Whether or not the intermediary has not received more than 30% of total insurance remuneration, including commission from the insurers in the preceding year.

- Whether or not the intermediary holds Guarantees or Professional Indemnity or Fidelity Insurance.
- Details of any monetary obligations assumed by you directly or indirectly when buying this policy.
- Whether or not the intermediary receives a binder services fee.
- **Commission payable:**
  - 12.5% (including VAT) paid in respect of motor insurance, for placing insurance with them.
- Whether or not the representative is rendering services under supervision.

### 3. The Administrator and Binder Holder

- M-Sure is mandated by Regent Insurance Company Limited to provide Binder Services in terms of the policies.
- M-Sure does not hold more than 10% of the insurer's shares.
- Not more than 30% of M-Sure's income was earned from the insurer in the last calendar year.
- M-Sure does not hold any shares in the insurer.
- M-Sure is a wholly owned subsidiary of Motus Financial Services Proprietary Limited.
- M-Sure is in possession of Professional Indemnity Insurance.
- M-Sure receives a binder services fee from Regent. The amount will be disclosed to you in your welcome pack.

### 4. Intermediary Fees

The following amounts are all **INCLUDED** in the premium:

- A 12.5% intermediary commission.
- All prices include VAT at 15%. Please see your policy schedule for all applicable premium and fees.
- If the policy was sold to you by a telemarketer, the same details as those of the Administrator are applicable.
- Recordings of the telephone discussion with the telemarketer can be made available to you on request.

### 5. Claims Procedure

Procedures for the submission of claims are detailed below and are important. If you have difficulties in determining the correct procedures, please contact M-Sure, your financial services provider and administrator.

- In order to claim, contact M-Sure on **0861 990 000**.
- M-Sure must be notified within 30 days of the claim event.
- If you are not satisfied with the outcome of your claim, you may write to the M-Sure Complaints Department at any of the addresses above within 90 days of the repudiation of your claim. If you are still not satisfied, you have an additional 6 months after expiry of the 90 days to institute legal action.
- You also have recourse to the Ombudsman for Short-term Insurance at PO Box 32334, Braamfontein, 2017.

### 6. Complaints Procedures

- If you have a complaint about this policy, you can submit your complaint in writing to **M-Sure Complaints** by email at [complaints@m-sure.co.za](mailto:complaints@m-sure.co.za).
- If, after having referred the complaint to M-Sure and you are still not satisfied with the outcome, then you may contact the Compliance Officer of Regent at the details provided above.

- If you are still not satisfied with the outcome, you may approach the office of the FAIS Ombud for financial services providers or the Ombudsman for Short-term Insurance, or take such other steps as may be recommended by your legal representatives.
- If you have a problem with the way the product was sold to you, the disclosures that were made to you or the advice that was given to you by the intermediary, you must contact the intermediary.
- If you are not satisfied with the reply; or your product related query is not resolved to your satisfaction, you may submit your complaint in writing to the FAIS Ombud or the Ombudsman for Short-term Insurance.
- Remember, you have to address your complaint in writing with M-Sure prior to any Ombudsman.

**The relevant Ombudsman offices and the offices of the Financial Sector Conduct Authority may be contacted as follows:**

If you have a problem with the way the product was sold to you, the disclosures that were made to you or the advice that was given to you by the intermediary, contact:

• **FAIS Ombud:**

- **Physical address:** Kasteel Office Park, Orange Building, 2<sup>nd</sup> Floor, Cnr of Nossob and Jochemus Street, Erasmuskloof, Pretoria
- **Postal Address:** PO Box 74571, Lynwood Ridge, 0040
- **Tel:** 012 762 5000/012 470 9080, Fax: 012 348 3447/012 470 9097/086 764 1422 and **Email:** [info@faisombud.co.za](mailto:info@faisombud.co.za)
- **Website:** [www.faisombud.co.za](http://www.faisombud.co.za)

If you have a product related complaint:

• **Ombudsman for Short-term Insurance:**

- **Physical address:** 1 Sturdee Avenue, Cnr of Bolton and Baker Roads, First Floor, Block B, Rosebank
- **Postal address:** PO Box 32334, Braamfontein, 2017
- **Tel:** 0860 726 890 or 011 726 8900, Fax: 011 726 5501
- **Email:** [info@osti.co.za](mailto:info@osti.co.za)

The FSCA assists clients with legislative related complaints dealing with the manner in which the regulated companies conduct themselves and any contravention of the acts by which they are governed. The FSCA cannot assist with claim disputes and contractual disagreements. For this you would need to consult the relevant Ombud.

• **Particulars of Financial Sector Conduct Authority**

- **Physical address:** Riverwalk Office Park, Block B, 41 Matroosberg Road, Cnr of Garsfontein and Matroosberg Roads, Ashlea Gardens, Extension 6, Menlo Park, Pretoria
- **Postal Address:** PO Box 35655, Menlo Park, 0102
- **Tel:** 012 428 8000/0800 203 722, Fax: 012 347 6941
- **Website:** [www.fsca.co.za](http://www.fsca.co.za)

## **7. Compliance Officer**

The compliance officer of M-Sure and Regent may be contacted at the details provided above.

## **8. Name, Class or Type of Policy**

- Full details about the name, class and type of policy involved are reflected on your policy schedule and are also contained in the policy wording.
- Policy schedules should always be read in conjunction with the policy wording.
- Should you require any explanation about the terms, conditions, exclusions, provisions, premiums, excesses (or deductibles) or any other information, please contact M-Sure.

## **9. Extent and Nature of Premium Obligations**

- Your policy schedule reflects the premiums payable, the due date of payment and the frequency of payment (e.g. monthly, annual or term). When amendments are made to the policy an additional or refund premium may become due and such amounts are also reflected on the policy schedules.
- All premiums are inclusive of Value Added Tax (VAT) at the prescribed rate.
- Financial services providers are authorised to accept premium payments on behalf of the insurer and should your financial services provider be authorised to do so, then you may make payment to such financial services provider.
- Where a financial services provider is not authorised to receive payment on behalf of the insurer, your payment should be made in favour of the insurer.
- Should you not operate through a financial services provider, then your payment should be made directly to your insurer or Underwriting Management Agent (if applicable).
- In the case of monthly premiums by debit order, payment is usually made to the insurer, unless you have authorised such payment via your financial services provider or other third party, who has authority to collect premium on behalf of the insurer.

## **10. Consequences of Non-payment of Premiums**

- The due date for the payment is reflected on your policy schedule, certificate of cover, renewal notice or premium advice as the case may be.
- Your payment should be made on or before the due date/payment date reflected to avoid the cancellation of the policy.
- Should you fail to make payment on or before the due date/payment date; you have a period of grace for the payment of premiums.
- You will be notified of the non-payment and given a grace period of 15 days to pay the outstanding premium.
- Your policy will remain in force for a period of 15 days after that due date/ payment date.
- In the case of a monthly policy, this provision will apply with effect from the second month of the currency of the policy.

## **11. Replacement**

You may not be advised to cancel an existing policy to enable you to purchase a new policy or to amend the existing policy, unless the intermediary identifies the policy as a replacement policy, the implications of the replacement are disclosed to you, (such as the influence on your benefits under the old policy), and any costs incurred with the replacement are disclosed to you.

## 12. Cooling-off Period

If your policy has a duration of 31 days or more, and if no benefit has yet been paid or claimed or an event insured against under the policy has not yet occurred, you have the right to cancel this policy within 14 days after the date of receipt of the policy document or from a reasonable date on which it can be deemed that you received the policy.

## 13. Other Matters of Importance

- It is very important that you are quite sure that the policy meets your needs and that you feel that you have all the information you need to make decision. Feel free to make notes regarding verbal information and ask for written confirmation or copies of documents.
- You must be informed of any material changes to the information referred to in the following sections above:
  - Details of the Administrator, Binder Holder and Insurer;
  - The Intermediary; and
  - The Administrator and Binder Holder.
- Disclose all material facts accurately, fully and properly as incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance.
- You need to be satisfied with the accuracy of any transaction submitted by anyone on your behalf. All information provided by you or on your behalf is your own responsibility as this might have an impact on any future claim.
- Do not sign any incomplete or blank documents. No person may insist that you do so.
- Nobody may ask or require you to waive a right that you have as a policyholder.
- Complete any forms in ink and keep all documents you receive.

## 14. Sharing of Insurance Information

- Insurers share information with each other regarding policies and claims with a view to prevent fraudulent claims and obtain material information regarding the assessment of risks proposed for insurance. By reducing the incidents of fraud and assessing risks fairly, future premium increases may be limited. This is done in the public interest and in the interest of all current and potential policyholders.
- The sharing of information includes, but is not limited to information sharing via the Information Data Sharing System operated by TransUnion ITC on behalf of the South African Insurance Association. By the insurer accepting or renewing this insurance, you or any other person that is represented herein, gives consent to the said information being disclosed to any other insurance company or its agent.
- You also similarly give consent to the sharing of information in regards to past insurance policies and claims that you have made. You also acknowledge that information provided by yourself or your representative may be verified against any legally recognised sources or databases.
- By insuring or renewing your insurance you hereby not only consent to such information sharing, but also waive any rights of confidentiality with regards to underwriting or claims information that you have provided or that has been provided by another person on your behalf.
- In the event of a claim, the information you have supplied with your application together with the information you supply in relation to the claim, will be included on the system and made available to other insurers participating in the Information Data Sharing System.

## 15. Use of your Personal Information

When you enter into this policy you will be giving us your personal information that may be protected by data protections 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:

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 your policy on our behalf.
- You acknowledge that this consent clause will remain in force even if your policy is cancelled or lapsed.

## 16. Waiver of Rights

- No financial services provider, Underwriting Management Agent or Insurer (product supplier) may request or induce in any manner a client to waive any right or benefit conferred on the client by or in terms of any provisions of the General Code of Conduct, or recognise, accept or act on any such waiver by a client.
- Any such waiver is null and void.

## 17. Conflict of Interest

- We have considered the conflict of interest provisions in terms of the FAIS Act 37 of 2002 and the Policyholder Protection Rules and have not identified any actual or potential conflicts of interest, either ownership interest, financial interest, third party relationships, associates or distribution channels as defined.
- We adopted a values based approach where the spirit of the legislation is embraced. This is reviewed at least annually and reported on to the Financial Sector Conduct Authority.
- A conflict of interest management policy is available to clients upon request.

