# Options Formula Monthly Warranty

Claims Administrator P.O. Box 1034, Gallo Manor, 2052 Tel: 087 312 1079 FSP Number: 9140

**Underwriter** Infiniti Insurance (Pty) Ltd Upper Grayston Office Park, Block F 2<sup>nd</sup> Floor, 152 Ann Crescent, Sandton, 2196 Tel: 011 718 1200 | Email: <u>compliance@infinitiafrica.com</u> FSP Number: 35914





## An Introduction to Options: A comprehensive range of vehicle warranties.

It is with great pride and anticipation and with your success in mind, that Motorite Administrators (Pty) Limited introduces the new Options range of Warranties.

Periodic product enhancements are critical to the success of our business and those of our clients, and in our pursuit of perfection, we constantly strive to raise our levels of service delivery.

Due to this established culture of innovation, many might have anticipated this improvement to our flagship range of products ... but this is so much more than just a product enhancement; it is a complete paradigm shift that changes the way we do business.

Our clients expect us to offer innovative products in the market, and the new Options range is just that. Our flagship Options range has been streamlined and now offers a choice of greatly improved vehicle Warranties. We have placed great focus on enhancing these core products to maximize the advantages for our clients and consumers.

However, the new range is not innovative because of these enhancements alone; it is also innovative because we have perfected it while adhering to the legislation that governs our industry. This streamlined approach has allowed us to offer greater value, improved benefits and a number of industry firsts.

Options was developed with freedom of choice in mind. By offering increased benefits, the new Options range ensures that those choices are product-based. Offering better value, simpler choices and sustainability, our innovation is founded on our pursuit of perfection, not on a meaningless introduction of additional products and benefits.

When comparing apples with apples, you will find that - while Options offers you the freedom to choose - some choices have been made a whole lot easier for you; ensuring that you enjoy peace -of-mind motoring.

## OPTIONS

## The Freedom to Choose

Claims, marketing, product distribution and general queries under this Policy are administered by: Motorite Administrators (Pty) Ltd

PO Box 1034, Gallo Manor, 2052 Tel.: 087 312 1079

#### **Options Formula Warranty products are underwritten by:**

Infiniti Insurance Limited FSP 35914 (Reg. No.:2005/029823/06) Block F, Upper Grayston Office Park, 152 Ann Crescent, Strathavon 2031| PO Box 23, Strathavon 2031 Tel.: 011 718 1200 | Fax: 011 726 1874

#### FSP License No. 9140

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# **Options Formula Monthly Warranty**

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## 1. Policy Schedule

## Administrator's details

## Motorite Administrators (Pty) Limited Postal address:

Jonannesburg	
PO Box 1034	Claims (tel.):
Gallo Manor	Claims e-mail:
2052	Customer Service (tel.):
Tel.: 087 312 1079	Customer Service e-mail:

Office hours:

Monday-Friday:

08h00 to 17h00

#### **Motorite Assist**

24-hour Helpline: 0860 10 22 89

#### **Underwriting Insurer's details**

Infiniti Insurance Limited (Reg. No.: 2005/029823/06) FSP Number 35914

#### Insured's details

The Insured:	As set out on the transaction schedule
Insured's postal address:	As set out on the transaction schedule

#### **Insurance details**

The insured vehicle:	The passenger vehicle or light commercial vehicle not exceeding 3 500 kg, as set out on the transaction schedule
Type of insurance:	Mechanical Breakdown Insurance
Period of insurance:	As set out on the transaction schedule
Premium:	As set out on the transaction schedule
Territory covered:	Republic of South Africa, Namibia, Swaziland, Lesotho, and Botswana

087 312 1079

087 312 1079

authorization@motorite.co.za

cssupport@motorite.co.za

#### Insurer's undertaking

Subject to this Policy's terms, exceptions, conditions, and in consideration of and conditional upon the prior payment of the premium by or on behalf of the Insured and acceptance thereof by Infiniti Insurance Limited (hereinafter referred to as the Insurer), the Insurer agrees, in respect of Qualifying Vehicles and with effect from the Effective Date, to indemnify the Insured in respect of the defined events and covered items or parts as provided under the sections herein, and subject to the periods, vehicle distance limitations, sums insured, limits of liability, compensation cover limits and other terms specified herein.

#### Key terms used in this document

In this document, the terms "administrator", "we", "us" and "our" refer to Motorite Administrators (Pty) Limited. The terms "you" and "your" refer to the Insured, as set out on the Options Formula monthly Warranty ("the transaction schedule"). For other definitions, see Clause 2.

# 2. Definitions and terms used in this Policy; vehicle qualification; kilometre / time restriction

#### a. Vehicle qualification

**Option 1** - Vehicles less than 5 years old from date of the vehicle's first registration, and that have travelled less than 120 000km;

**Option 2** - Vehicles less than 8 years old from date of the vehicle's first registration, and that have travelled less than 180 000km

Option 3 - All other vehicles that do not qualify for any of the above.

Additional qualification criteria:

- i. Vehicles must be in a sound mechanical condition;
- ii. Vehicles must have a valid roadworthy certificate, where applicable; and,
- iii. Vehicles must have a Gross Vehicle Mass (G.V.M.) of less than 3500kg;
- b. Used Vehicles Vehicles other than the vehicles referred to in New Vehicles;
- c. Light Commercial Vehicles The Light Commercial Vehicle (LCV) category includes MPVs (Multi Purpose Vehicles), RVs (Recreational Vehicles) and SUVs (Sports Utility Vehicles);
  - i. Effective Dates This means the date on which the cover under this Policy starts, being in the case of:
  - ii. New vehicles The date on which the Manufacturer's Warranty or any other Warranty expires;
  - iii. Used vehicles The date of the policy will be from the date when two successive premium payments have been received;
- d. **Mechanical Breakdown** This term refers to the sudden and unforeseen actual breaking of listed parts only. This term does not refer to parts that are not broken and are replaced during repairs. The cause of the failure determines the applicable benefit. Refer to Clause 20 for reference to wear and tear limitation.
- e. **Premium Due Date** Means the period stated in the Certificate of Insurance of this policy or any agreed renewal period. Cover starts on the inception date as stated on the Certificate of Insurance, subject to Infiniti's receipt of the first premium by the Premium Due Date.

**Please note:** For the purposes of clarity, the meaning of "broken" is: "Components which are physically and forcibly cracked, split, or separated into pieces" and not functional.

## 3. Your duties

Failure to comply with these conditions will invalidate the cover and therefore any claims made by you will be rejected:

a. **Take care of the vehicle** - You must take all reasonable steps to service the vehicle as detailed below and keep it roadworthy. You must immediately stop using the vehicle if the vehicle breaks down or if a breakdown is imminent.

#### b. Service the vehicle:

- i. Petrol and diesel engine vehicles must be serviced and maintained according to the
- ii. Manufacturer's specifications and recommended intervals. Where this is not known, contact us. If this is not done, your claim will not be valid and your claim will be rejected, even if the failed part is not a routinely maintained part;
- iii. Extensions to service deadlines We shall allow a service run-over of 1 000km or 30 days either side of the service interval, whichever comes first, regardless of the Manufacturer's service run- over or grace period;
- iv. Service history not up-to-date If the vehicle does not have an up-to-date service history, you must have the vehicle serviced within 30 days of buying this Warranty. If this is not done, the Warranty will be invalid, and therefore claims against it will be rejected. A copy of proof of pre delivery service must be retained, as this may be requested in the event of a claim.
- v. **Please note**: It is your responsibility to ensure that the cambelt is replaced as per the Manufacturer's requirements;
- vi. Please note: An invalid Warranty may be reinstated by having the vehicle serviced at your cost
- vii. in accordance with the Manufacturer's specifications and the procedures set out. This reinstatement is subject to our prior written approval and will only be affected after a waiting period of 90 days is imposed, as calculated from the date of receipt by us of written notification of your request for reinstatement;
- viii. Approved service dealerships Services must be carried out at dealerships that offer full repair and service facilities. Approved dealerships include those:
  - Approved by the administrator
  - Approved by the Manufacturer;
  - Which are members of the R.M.I. organisation (Retail Motor Industry)

- c. **Keep proof of the service history** After each service, including any pre-delivery service if applicable, you must keep service receipts or invoices as proof that services are carried out in the proper manner, as they may be required in the event of a claim;
- d. **Help to recover against third parties** If we ask, you must help us to bring legal proceedings against any party responsible for your loss. We are entitled to bring such legal proceedings in your name.

## 4. Repair or replacement of parts

We may, at our option, repair or replace any damaged parts or we may pay in cash for the loss or damage. Service exchange units (pre-overhauled replacement units) may, at our sole discretion, be used where applicable. If any part is unavailable in South Africa as a standard ready-made article, our liability for that part will be met by paying the lesser amount of either:

- a. The value of the part at breakdown; or
- b. The Manufacturer's last published parts price list or the stated benefits on the Limits of Liability Table.

Please note: Parts or units removed for replacement under this Policy become our property.

**Workshop Guarantee:** As a registered financial services provider, Motorite strives to ensure at all times that our customers are provided with the highest quality of service, both in their dealings with us and in any repairs or services performed on their vehicles. In addition to any legal requirements, our approved suppliers guarantee all workmanship and materials supplied (excluding electrical components), for periods of 6 months to a year. The exact details of the guarantee for any particular component can be obtained from us on request and we will gladly assist any customer who wishes to pursue a claim under the guarantee provided by our approved suppliers.

## 5. Transfer of rights

We are not bound by any transfer of rights under this Warranty to any other person, except for:

a. Transfer due to death; or

## 6. Material information

If you misrepresent, give a misleading description, or fail to disclose material information, your cover will be void for all items.

## 7. Sharing your personal information

We do not and will not sell or provide your personal information to third parties for independent use. We may, however, share your personal information with our business partners if that information is required to provide the product or service you have requested. However, our business partners will adhere to using your information only as directed by us.

The following list includes but is not limited to some of the instances when we disclose the personal information obtained from you:

- When any regulatory authority for the various financial sectors requests same;
- To comply with any regulation passed under relevant legislation, or any legal process;
- To enforce and protect our rights and property (including intellectual property) and/or where we have a legitimate interest to do so;
- When you have expressly authorised us to do so; or
- If we undergo a change in ownership.

Access to Personal Information within the MotoVantage Group of companies is restricted to those individuals who have a need to access the information for our business purposes.

## 8. Jurisdiction

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

## 9. Claims procedure

- a. You must inform us within 7 days (by telephone or e-mail) about a claimable event;
- b. Within 30 days of the claimable event, you must deliver to us such details and proof of the claimable
- c. event as we may reasonably need. We, or our appointed representative, are the only parties that may approve or reject claims. You must allow us access to inspect any vehicle that is the subject of a claim;
- d. **Please note:** Any repairs carried out without prior authorization from the Motorite claims department and without an official authorization or claim number will not be entertained;
- e. If a claim was not properly resolved, you should lodge a written complaint with our complaints Department: Tel.: 087 312 1079

E-mail: complaints@motorite.co.za

## 10. Loss or damage contributions

If you have any other insurance covering, or partial covering, for the same loss or damage covered by this Warranty, we are only liable to contribute a pro-rata proportion of such loss or damage.

## 11. Cancellations

The Insured agrees to advise the administrator in writing at least 31 days before cancelling. Refunds will not be made.

## 12. Notice

We may from time to time revise the terms, conditions or premiums applicable to the policy by giving you 30 days written notice of any changes to your last known postal address or email address.

## 13. Fraud invalidates the policy

Your Policy will be invalidated and you will lose your benefits under this Warranty if you, or anyone acting on your behalf:

- a. Files a claim that is fraudulent, improper, improperly processed or improperly filed;
- b. Uses any fraudulent or improper means to get any benefit under this Warranty; or,
- c. Willfully or negligently causes the damage or destruction that is the subject matter of the claim.

## 14. Claims rejected if premiums not paid

We reserve the right to reject any claims for claimable events that happen before we receive your premium , subject to the provisions of clause 15.

## 15. Grace period

You will be entitled to a period of 30 days from the Premium Due Date in which to pay your premium. In the case of monthly policies, this period of grace only applies from the second month of the existence of this Warranty.

## 16. Time bar

Where you wish to dispute our rejection of your claim, the quantum (amount) of your claim, or the cancellation of your Policy, you must make your representations to us within 90 days of the date of the rejection or cancellation letter. We shall respond to your representations within 45 days, indicating our decision on your representations. If you wish to institute legal action against us, you must institute such action within 6 months of the expiry of the 90 day period (plus, if applicable, the period taken for our response thereto, which as stated, will not exceed 45 days).

You also have the right within the said 6 month period to lodge a complaint with the Insurance Ombudsman or FAIS Ombudsman. Please refer to your disclosure notice for details of the respective Ombudsman.

Claims related complaints must be referred to the Insurance Ombudsman. The FAIS Ombud deals only with advice and intermediary services complaints.

A complaint to the Ombudsman suspends the time barring periods referred to above. Failure to institute legal action within the aforesaid time limits, or to lodge a complaint with the Ombudsman as set out above will result in the forfeiture of your claim and we shall have no liability in terms of such a claim.

## 17. Premium collection

This is a monthly Warranty and cover incepts upon receipt of the second successive premium. The premium is payable monthly in advance by debit order on the Premium Due Date. Written notification of any changes in banking details must be provided to the Administrator at least 10 days before the next premium is due for payment. Should the debit order be rejected or the premium unpaid as a result of insufficient funds or reasons outside of your control, the policy will remain active and a single premium will be collected on the following Premium Due Date. In the event that 2 (two) consecutive premiums are unpaid the policy and all cover and benefits in relation thereto will immediately be cancelled. In the event of any claim becoming payable under this policy, any premiums that were not successfully collected during the existence of the policy will be deducted from the claim amount payable.

## 18. Parts covered by this Policy

#### Engine

All internally lubricated components, engine block (only if damaged by a covered component), burnt valves and related engine sensors. Engine cover excludes cracked cylinder heads and breakdown as a result of overheating or cambelt failure;

#### **Transmission - Manual Vehicles**

All internally lubricated components, ring gear, gearbox casing (only if damaged by a covered component), gear linkages, gear lever bushes, transaxle and related transmission sensors;

#### **Transmission - Automatic Vehicles**

All internally lubricated components, transmission casing (only if damaged by a covered component), gear lever, gear linkages, AMT unit, DSG unit, transaxle, torque convertor, flex-plate and related transmission sensors;

#### **Transfer Box**

All internally lubricated components, transfer box casing (only if damaged by a covered component), actuator and related transfer box sensors;

#### Differential

All internally lubricated components, differential casing (only if damaged by a covered component) and related differential sensors;

#### Transaxle

All internally lubricated components, including hubs and bearings, casing (only if damaged by a covered component) and related sensors.

#### **Differential Lock**

All internally lubricated components, differential actuator and related differential lock sensors;

#### **Management System**

Engine management Electronic Control Unit (ECU), transfer box ECU, super charger ECU, transmission management ECU, electronic brake distribution control unit and gear lever ECU;

#### **Turbo Charger**

Original Manufacturer-fitted unit only, including turbo electronic Control Unit (ECU), actuator, impellers, shafts, bushes and casings;

#### **Super Charger**

Original Manufacturer-fitted unit only;

#### Intercooler

Original Manufacturer-fitted unit only;

#### **Free Wheel Hubs**

Complete unit;

#### **Drive Shafts**

Half shafts, side shafts, CV joints and propeller shafts, centre bearing and universal joints. Drive Shafts cover excludes propeller shaft tube and balancing;

#### **Braking System**

Servo unit, master cylinder, handbrake actuator, complete wheel cylinders unit, complete calipers unit, vacuum pump, ABS control unit and related braking system sensors. Braking System cover excludes friction items;

#### Steering

All internal parts of the steering box, rack and pinion, both mechanical and/or electrical power steering pump, electric steering motor, tie-rod ends, rack ends, steering knuckles and related steering sensors. Steering cover excludes rubber boots. **Please note**: Tie-rod end cover is subject to mechanical failure only;

#### **Fuel System**

Carburettor, fuel pump, diesel pump, airflow meter, fuel accumulator, fuel distributor, warm -up regulator, air sensor, injectors and related fuel system sensors. Fuel System cover excludes service, tune-up and diesel pump calibration;

#### **Emission System**

Catalytic convertor (for failure due to normal operational wear), the Exhaust Gas Recirculation (EGR) Valve and EGR cooler. Emission System cover excludes failure as a result of carbon build -up and routine maintenance;

#### **Cooling System**

Water pump, radiator, welsh plugs, thermostat, thermo switch, viscous fans and radiator cooling fan, heater radiator, oil coolers, auxiliary water pump and related cooling system sensors. Cooling System cover excludes pipes and hoses;

#### **Electrical Components**

Alternator, starter motor, front and rear wiper motor, instrument cluster display and electric window motors. Electrical Components cover excludes switches and wiring;

#### **Electric Winch**

Original Manufacturer-fitted motor only;

#### **Electronic Ignition**

All solid-state control and triggered units, including ignition control unit (ECU) where fitted as standard by the Manufacturer, as well as the electrical steering lock for keyless entry vehicles. Electronic Ignition cover excludes ignition switch and barrel;

#### **Air Conditioner**

Air conditioner compressor, condenser, clutch and receiver dryer. Air conditioner cover will provide cover for re-gassing, if required, in the event of mechanical failure only;

#### Clutch

Clutch plate, clutch fork, pressure plate, slave cylinder, release bearing, flywheel, clutch actuator and master cylinder. The Clutch cover is subject to mechanical failure only;

#### Suspension / Air Suspension

Upper and lower wishbones with associated ball joints and bushes, air suspension pump, leaf and coil springs, compressor, connecting links and associated bushes, torsion bar (anti -roll bar) bushes and related suspension sensors. Suspension / Air Suspension cover excludes bellows;

#### Wheel Bearings

All wheel bearings, including hubs;

#### **Central Locking**

Central locking mechanism, pumps, solenoids and actuator motors;

#### **Electric Sunroof Motor**

Original Manufacturer-fitted motor only;

#### **Drive Pulleys**

Crankshaft, camshaft and adjuster pulley, including idler pulley. The Drive Pulley cover is subject to mechanical failure only;

#### **Electronic Key**

Original Manufacturer unit only. The Electronic Key cover is subject to internal electrical / electronic failure only and excludes any damage caused by negligence and/or water entry;

#### **GPS System**

Original Manufacturer-fitted navigational display unit and control unit. The GPS System cover is subject to internal electronic failure only;

#### **DVD System**

Original Manufacturer-fitted LCD screen, RF module, digital video disc player and power converter. The DVD System cover is subject to internal electronic failure only;

#### **Phone System**

Original Manufacturer-fitted charger, cradle, microphone, speakers and phone. The Phone System cover is subject to internal electronic failure only;

#### **Internet System**

Original Manufacturer-fitted power converter, satellite receiver, satellite dish and wireless receiver. The Internet System cover is subject to internal electronic failure only.

**Please note:** Where failure of or damage to any component or part can be classified under two of the benefits or headings, the lesser benefit or amount will apply.

## **Important Limitations:**

## Parts damaged through overheating

Subject to the limit stated under Overheating in the Limits of Liability Table, damage or breakdown as a result of overheating caused to any part listed in Clause 18 (including cracked cylinder head(s) or engine failure), is covered under this Warranty, provided that the cause of failure in relation to such part or damage is covered by the terms and conditions of this Policy.

## Parts damaged through overfueling

Subject to the limit stated under Overfueling in the Limits of Liability Table, damage or breakdown as a result of any failure arising from overfueling and caused to any part listed in Clause 18 (including the replacement, adjustment and servicing of faulty injectors, injection pumps and associated parts) is covered under this Warranty.

## **Cambelt failure**

Actual breaking or stripping of teeth of the cambelt and any resulting damage (for example: bent valves). Any cambeltrelated claim will be limited to the amount stated in the Cambelt Failure part of the Limits of Liability Table.

## Important notes:

## More than one failure at the same time

In the event that two separate components from two separate component categories fail simultaneously, the component with the highest cost (more expensive component failure) will be covered up to the maximum benefit limit as stated in the Limits of Liability Table or to the quoted cost of the repair (whichever is the lesser). Only one component per claim will be entertained. We shall, at our discretion, apply the MaxLimit Clause, as per the limits of liability for the covered component.

Repairs to the remaining failed part(s) will be for your own account should MaxLimit not be allowed. Please note: All costs over the MaxLimit limit of liability for the covered component will be for your account;

## MaxLimit

**MaxLimit** may be applied where the repair cost of the mechanical breakdown is less than the applicable benefit limit. **MaxLimit** covers the additional repair cost up to the difference between the benefit limit and the repair cost of the covered part, should the repair cost be lesser.

**Please note:** MaxLimit is only applicable to parts covered under this Warranty and is subject to the service and claims history of your vehicle. We reserve the right, at our sole discretion, to determine whether MaxLimit is applied.

## 19. Items not covered by this Policy

We are not liable for:

All parts not listed under Parts Covered in Clause 18;

- a. Services, maintenance items, seals, oil leaks, cambelt replacement, drive shaft boots and drive shaft failure as a result of worn or damaged boots or covers, brake and clutch friction surfaces, V-belts, fan belts and auxiliary equipment;
- b. Replacement or repair of all service items that need changing at specific or regular intervals. For example: oil, grease, filters, hydraulic fluid, additives and antifreeze, spark plugs, points, condenser and consumables;
- c. Failure of or damage to any component or part, resulting from
  - i. the failure or damage of a non-covered part, which failure or damage was caused by the failure or damage of another non-covered part, no matter whether the failure of either non-covered part was attributable or not attributable to negligence or lack of due care by you;
  - ii. the failure or damage of a covered or non-covered part, which failure or damage was caused by an external source;

- iv. a non-covered component causing a covered component to fail as a result of negligence or lack of due care by you; however, where such failure is not the result of negligence or lack of due care by you, the applicable benefit of the covered component will be applied;
- v. a covered component causing another covered component to fail as a result of negligence or lack of due care by you; however, where such failure is not the result of negligence or lack of due care by you, the higher benefit of both components will be applied;
- d. Breakdowns or claims resulting from any of the following, whether in the past or present:
  - i. Improper servicing, as well as improper maintenance and subsequent results:
  - ii. Driver neglect, abuse or overloading;
  - iii. Improper repairs of injectors and injection systems;
  - iv. Using experimental vehicle parts;
  - v. Use of the vehicle outside the Manufacturer's design intention;
  - vi. Modifications which have not been approved by the vehicle Manufacturer, including but not limited to all engine conversions and turbo-charged units;
  - vii. Using fuel, oil or petroleum products in the vehicle's fuel or lubrication system for which the vehicle's engine or ancillary systems are not designed;
  - viii. Contamination by water, sand, mud or foreign bodies entering or blocking cooling elements and mechanical or electrical system;
  - ix. For racing, speed testing, or any competitive use;
  - x. On roadways not usual to normal thoroughfare. Four-wheel drive vehicles are excepted, where such vehicles are driven within the Manufacturer's specifications;
  - xi. As a taxi to transport paying passengers;
- e. Costs or expenses normally recoverable under a Comprehensive Motor Insurance Policy or any other insurance or Warranty, notwithstanding that such cover may not have been in place on the vehicle;
- f. Breakdown caused by water or any object from an external source;
- g. Breakdown of vehicles or parts of vehicles recalled or to be recalled by the vehicle Manufacturer;
- h. Any costs or expenses incurred where the vehicle's speedometer or odometer is not connected, not in working order or has been tampered with;
- i. Any mechanical breakdown that occurs whilst the vehicle is covered under any other Warranty Repairs carried out without prior authorization from the Motorite claims department and without an official order or claim number;
- j. Repairs carried out by any unauthorized person;
- k. Agreements made on our behalf by an unauthorized person, either verbally or in writing;
- I. Replacement or repair where the cause of the failure existed at the start of the Warranty;
- m. Replacement or repair to drive shafts or steering racks, as a result of damaged dust covers;
- n. Replacement or repair to any electric wiring;
- o. Replacement or repair resulting from the failure of hoses or pipes;
- p. Any losses of operating profit, theft of goods and any other loss incurred;
- q. Any external impact or collision, causing damage to mechanical, as well as damage to electrical components;
- r. Any corrosion to the crankcase, cylinder liners and complete cooling system, whether internal or external.

## 20. Claims for fair wear and tear

We may admit, at our sole discretion, a claim for fair wear and tear to a covered part where no actual breakage of a covered part has occurred. If we admit a claim for fair wear and tear, our liability f or the repair cost or benefit category is limited to a maximum of 50% of the repair cost, or 50% of the specific stated benefit category, whichever is the lesser.

Fair wear and tear is defined as deterioration through use or age that does result in actual mechanical failure. However, this is limited to the specific stated benefit category, as listed in the Limits of Liability Table.

Normal Wear and tear components not listed under covered components within this policy wording are not covered by this policy, Such wear and tear items include but are not limited to brake pads, brake disks, wiper blades, vehicle battery, etc.

**Please note:** For the purposes of clarity, the meaning of "broken" is: "Components which are physically and forcibly cracked, split, or separated into pieces and not functional"

## 21. Subrogation

In the event that any benefit is payable to you, we will be subrogated to you (or your right to recovery) against any person responsible for the claim. You will execute and deliver any instruments and papers and do whatever else is necessary to secure such rights. You will do nothing after a breakdown to prejudice such rights.

## 22. Betterment

It is not the intention (implied or otherwise) of this Warranty to make new vehicles from old. Where the repair requires new or exchange units which, in our opinion, are in excess of what is necessary to make good the repair, then the difference in cost will be met by you, and at all times subject to the other terms and conditions of this Warranty. If in doubt, you should contact us.

## 23. Procedure if the vehicle breaks down

If the vehicle breaks down, the following procedure must be followed:

- a. You must check the Warranty policy wording to ensure that the cause of breakdown and parts are covered;
- b. Please note: Where the cause of breakdown and parts are not covered, the cost of the stripping or the diagnostics of any component is for your own account;
- c. If the Warranty covers the cause of the breakdown and parts, you must contact our Motorite claims department. The contact details are set out in the Policy Schedule at the beginning of the Policy wording;
- d. Please note: You must send all correspondence to the dedicated claims email address: authorization@motorite.co.za
- e. You must give the Motorite claims department the following information:
  - i. Your Policy number;
  - ii. The nature of the breakdown;
  - iii. The odometer reading of the vehicle at the time of the breakdown;
  - iv. The address at which the vehicle can be inspected;
- f. You must deliver the vehicle to a Motorite or Manufacturer Approved Dealership who will contact us on your behalf to speed up your claim;

**Please note:** You must ensure that no repair work is done on your vehicle until the Motorite claims department has given its authorization for the work to be carried out. Any repair work started or carried out without our prior written authorization will invalidate the claim;

- g. Once your breakdown is identified as a claim under this Warranty, the Claims Department will issue an authorization number to the Administrator or Manufacturer Approved Dealership. This authorization number will be for an amount covering the repair, subject to the maximum amount as set out under the stated benefits in the Limits of Liability Table;
- h. After the repair work is complete, Motorite or Manufacturer Approved Dealership must immediately send an itemised invoice, quoting the authorization number, to the Motorite claims payment department
- i. The Motorite claims payment department will pay the approved amount to Motorite or Manufacturer Approved Dealership;
- j. You are responsible for paying Motorite or Manufacturer Approved Dealership any amount over the approved amount, as well as for any other dealership charges for which we are not liable;
- k. The maximum amount payable for each claimable event is limited to the maximum benefit, as stated in
- I. the Limits of Liability Table or the cost of repair, whichever is the lesser;
- m. Please note: When you collect your vehicle after repair, check that all work is properly completed. If you are not satisfied with the work done, do not accept the vehicle.

#### Important notes:

- We are not liable for faults in workmanship or materials paid for by us on your behalf within 12 months of the date of claim settlement as defective parts (excluding electrical components) and faulty workmanship should be covered by the repairer's guarantee during this period;
- In the event that two separate components from two separate component categories fail simultaneously, the component with the highest cost (more expensive component failure) will be covered up to the maximum benefit limit as stated in the Limits of Liability Table or to the quoted cost of the repair (whichever is the lesser). Only one component per claim will be entertained.

We shall, at our discretion, apply the MaxLimit Clause, as per the limits of liability for the covered component. Repairs to the remaining failed part(s) will be for your own account should MaxLimit not be allowed.

Please Note: All costs over the MaxLimit limit of liability for the covered component will be for your account;

We reserve the right to engage an appointed assessor, engineer to inspect your vehicle.

## 24. Extra benefits of this Policy

- Insurance Excess Payment If your vehicle is a total loss and your replacement vehicle is insured under a Warranty, we will pay the insurance excess amount applicable to your Comprehensive Motor Insurance Policy, as stipulated in the Limits of Liability Table, provided that you can't claim for the excess under any other insurance policy;
- b. Instalment Payment Protection If repairs to your vehicle are delayed for more than 14 days from the date of authorization because certain parts are not available, we will refund that portion of the monthly instalment for which the vehicle is out of commission to a maximum limit as stipulated in the Limits of

Liability Table. The term "days" in this clause excludes Sundays and public holidays;

**Please note:** This benefit is only applicable in the event of a breakdown as a result of the failure of a part covered under this Warranty.

## 25. Alternative Transport -

**Vehicle hire** by a recognized vehicle hire company, excluding fuel. This is available for 24 hours after authorization of the mechanical claim. Vehicle hire is subject to you:

- a. Having a valid credit card;
- b. Being in possession of a valid and applicable driver's license; and
- c. Being over the age of 23 years.

#### OR

**Public transport** by a recognized carrier (road or rail) to home or destination. Printed or computer- generated tickets or vouchers must be submitted.

**Please note:** In relation to the Warranty, your claim will be limited to a maximum limit as stipulated in the Limits of Liability Table. The alternative transport benefit is not applicable when the vehicle is in for a maintenance service.

Value-Added Products - These are not insurance products, but additional value-added services.

**Please note:** The extra benefits, as stated below, are outsourced and managed by a third party and are not underwritten by the Insurer.

As a customer, you automatically qualify to access the following extra benefits:

## 26. The Motorite Assist Programme, incorporating:

- a. Emergency Medical Services;
- b. Trauma Assistance;
- c. Roadside Assistance;
- d. Legal Assistance;
- e. Personal Health Advisor; and
- f. Map Assistance.

#### a. Motorite Assist Programme

It is important to note that the Motorite Assist Programme ensures you 24-hour "access only" to the services highlighted and that it is your responsibility to pay the relevant service provider. Should the incident in question be a mechanical or electrical breakdown that has occurred because of the failure of a part that is covered under the terms and conditions of this Policy, we shall refund the payment, subject to the applicable Warranty terms, conditions and policy limits, after you send us the relevant proof of payment.

As a member of Motorite Assist, you are entitled to 24-hour access to the following benefits:

## b. Emergency Medical Services

Motorite Assist gives you access to a 24-hour emergency assistance helpline. This helpline will arrange the necessary help you may require in medical emergencies that occur within the borders of South Africa. A medical emergency is a life- threatening situation such as a heart attack, drowning, snakebite or bodily injury (gunshot wound or motor accident injury).

Should you experience a medical emergency and be unable to get to a hospital, access to appropriate medical services and transportation via road or air will be arranged for your own account.

In addition to emergency transportation, Motorite Assist offers you access to:

- Medical information over the telephone;
- Referrals to doctors and other facilities;
- Emergency message transmission;
- Guaranteed hospital admission (maximum of R5,000 including VAT);

#### Please note:

- This Guaranteed Hospital Admission amount is refundable by you or your medical aid; and
- Arrangements for the escorted return of a minor after an accident.

#### c. Trauma Counselling

Motorite Assist handles debriefing of any sort of trauma on a daily basis. You can call to access the 24-hour helpline in the event of, *inter alia*:

- Rape;
- Hijacking;
- Child abuse;
- Suicide of a close family member;
- Death of next-to-kin;
- Domestic violence or abuse;
- · Kidnapping or abduction; and
- Woman abuse.

Such a session is handled by the Helpline's experienced nurses. A debriefing takes place with an invitation to phone back if the need arises to discuss the situation further. In the case where an assessment took place and the nurse feels that professional assistance will be required, they will suggest to the patient that they visit a professional for a one-on-one session, which will be for your account.

#### d. Roadside Assistance

You must pay for all costs incurred under Roadside Assistance, unless the mechanical or electrical breakdown occurred because of failure of a part that is covered under the terms and conditions of this Policy. It is your responsibility to pay the service provider.

If your vehicle breaks down or has an incident, Roadside Assistance gives you 24 -hour access to the following services:

- 1. **Roadside Help** When applicable, Roadside Assistance will arrange for you to be helped at the roadside where the cause of the breakdown or incident is one of the following:
  - i. *Flat battery (jump start):* The flat battery restart service will be rendered where a vehicle has become immobilised due to a faulty battery and not due to your neglect. Such service will be limited to reasonable services to mobilise the vehicle and will exclude all parts, components, lubricants or other similar charges. Assistance will also be provided at non roadside locations, at the discretion of the case manager;
  - ii. Flat tyre (tyre change): Assistance will also be provided at non-roadside locations, at the discretion of the case manager. Such services are for your expense and will also exclude any costs for the repair of any tyre, parts, wheel balancing or similar charges;
  - iii. Run out of fuel: 10 litres of fuel will be supplied and will be for your own account;
  - Keys being locked in the vehicle: Guarantees access to a locksmith call-out. The locksmith service will be limited to reasonable services to open the vehicle and will exclude parts, components, keys or key-cutting costs, lubricants or other similar charges;
  - v. Keys broken off in the door or ignition: Guarantees access to a locksmith call-out. In the event of the service provider being unable to resolve the problem at such a location, the cost of any additional assistance like tow-in costs will be for your own account;
  - vi. Smart key: If the vehicle operates with a 'smart key', Motorite Assist will arrange to tow you to the most appropriate dealership, the cost of which will be for your own account;
  - vii. Assistance to arrange transport home: Motorite Assist will arrange for a taxi to drive you home or wherever you need to go. Although the taxi will be for your account, Motorite Assist will make all the arrangements;
- 2. **Tow-In:** Where the cause of the breakdown or incident is more serious, Roadside Assist will arrange for your vehicle to be towed to the nearest Approved Dealership. It is your responsibility to pay the service provider. If the mechanical or electrical breakdown occurred because of failure of a part that is covered under the terms and conditions of this Policy, We shall refund the payment, subject to the applicable Warranty terms and conditions up to a maximum limit as stipulated in the Limits of Liability Table, after you send us the relevant proofs of payment.
- 3. **Hotel Accommodation:** If the breakdown or incident happens more than 100km from your home, Roadside Assist will arrange hotel accommodation for the occupants of your vehicle up to the limit as stipulated in the Limits of Liability Table.
- 4. **Vehicle Repatriation:** If the breakdown or incident happens outside a radius of 100km from your normal home and the vehicle must be left at the Approved Dealership for repair, Roadside Assist will arrange to collect your vehicle and return the vehicle to your normal home or your journey's destination when the vehicle is repaired. Vehicle repatriation cover is limited to R1, 000.

#### e. Legal Assistance

You can access a telephonic advice line manned by qualified and experienced in -house attorneys who provide guidance and information on all legal matters, 24 hours a day.

The various aspects of law are covered as follows:

- 1. **General Legal Advisory Helpline:** Legal Assist is a 24-hour legal helpline and attorney referral service that is available 365 days a year. Criminal offences, fines, debt, contracts, divorce, and maintenance are some of the issues on which advice can be given.
- 2. **Labour Law Advice Line:** Motorite Assist has labour-law specialists who can advise on the Labour Relations Act, Basic Conditions of Employment Act, Employment Equity Act, Skills Development Act and various legislation that relates to labour affairs like unfair labour practice and basic wages.
- 3. **Motor Accident Advice:** Our lawyers give advice to you telephonically at the scene, on all aspects relating to the handling of a motor collision.
  - The case is managed by the attorney and software protocols. Where legal resources are necessary to
    protect the rights of drivers or injured persons, Motorite Assist will appoint the appropriate party in consultation
    with you. This service normally relates to court orders for unlawful or unauthorized removal or towing of
    vehicles by 'pirate operators'.
  - The customer receives specialized assistance in accident scene case management, as well as support and assistance with all legal matters and claims that follow a collision, covering vehicle damages, repairs, injuries and third-party claims, as well as litigation and prosecutions that may follow.
  - The attorney has access to a comprehensive motor-law legal data system. In emergencies such as accidents, messages are relayed to the customer's next of kin.

- 4. **Road Accident Fund:** Our legal advisors can advise you on how to lodge a claim with the Road Accident Fund, where to lodge the claim and how to complete the relevant forms. They can also refer you to a specialist attorney, where necessary.
- 5. Attorney Referral Service The in-house attorney also has access to a national referral panel of practicing attorneys should any matter require legal intervention or representation. The database of panel attorneys includes details about the attorney's area of specialization, such as criminal and labour law and conveyancing. In most areas you will be offered a choice of attorneys for this referral appointment. The referral service involves a free initial 30 -minute consultation and, if required, the practicing attorney will also draft one letter or make one telephone call to a third party. The customer can then decide whether or not to continue with the practicing attorney's services at a fee structure agreed to between himself and the attorney.

The Attorney Referral Service is also available for matters like bail and prosecutions and to protect the rights of motorists generally.

6. Standard Legal Documentation - As an over-and-above service to the telephonic legal advice

helpline, Motorite Assist also has the following standard legal documents available:

- Small Claims Court Kit;
- Child Maintenance Kit;
- Domestic Employment Agreement;
- Lease Agreement;
- Purchase Agreement;
- A will; and
- A testament.

#### f. Personal Health Advisor (Medical Advisory) Product Description

Personal Health Advisor is a revolutionary healthcare system offering access to a professional assistance service that deals with any health query, 24 hours a day, 365 days a year. This service is offered in most official South African languages. Personal details and medical history are loaded into a computer database for easy access.

#### **Product benefits**

#### 1. The Personal Health Advisor:

- · Assesses the caller's symptoms and refers him or her to the appropriate type of health care;
- Provides the caller with important health knowledge on any aspect of health, from surgery to detailed information on varying problems like lice, moles, measles or mumps;
- Provides expert counselling on any chronic ailments or diseases to help the caller live with their condition or that of a loved one; and
- Provides expert information on medicines, including purpose, side effects, and contra-indications.

#### 2. The product includes access to:

- Emergency Medical Advice In the event of a medical emergency, the Personal Health Advisor will provide appropriate first-aid advice to the caller to provide assistance until medical help arrives;
- Assessing day-to-day symptoms The Personal Health Advisor can give advice on various common illnesses such as colds. Although unable to diagnose, the nurses have access to a computer database and their own clinical experience to guide the caller through various home-care advice strategies;
- Important Health Knowledge The Personal Health Advisor can explain various medical terms, results of tests and explain procedures to the caller, as well as give dietary information;
- Drug Database The Personal Health Advisor has access to a complete drug database in order to assist the caller with information on a specific drug, the contra -indications, when it should be taken and whether there are any dietary specifications linked to the usage of the drug;
- Poisoning The Personal Health Advisor also comprises a database with poisoning protocols to help the nurses assist the caller. The immediate and long-term needs are addressed with the caller who will also be advised to go to a medical facility. An ambulance will be dispatched if the patient is critical and in need of immediate medical care;
- Health Counselling The Personal Health Advisor can offer the caller a better understanding of various chronic ailments like cancer, HIV/AIDS, diabetes and asthma. They can also offer suggestions of specific treatments available to help the patient and those around them to cope better with their circumstances.

The ailments covered are:

- HIV/AIDS and Cancer The registered nurses are among the leading counsellors in this field and assist the caller in managing and living with the condition to the best of their ability;
- · Addiction All the nurses are trained counsellors and can offer advice on coping skills
- or refer callers to appropriate medical-care clinics;
- Stress Management The Personal Health Advisor can assist stressed callers on a daily
- basis by offering counselling, advice and relaxation techniques. Although no definite risk evaluation takes place, in cases where the nurse realizes that there is a need for further assistance, the caller will be referred to a doctor for initial assessment and further treatment.
- •

#### g. Map Assistance

Motorite Assist also gives you 24-hour access to a directions service, for guidance when travelling within the borders of South Africa. The helpline offers assistance when you are lost, have left your directions behind, or if you need confirmation that you are on the correct route.

Clear directions can be given telephonically while enroute, or they can be faxed or e -mailed to a specific address. The helpline offers detailed map information of major metropolitan areas like Johannesburg CBD, West Rand, East Rand, Southern and Northern Suburbs of Johannesburg, Pretoria Suburbs, Port Elizabeth, Cape Town, and basic route information for rural areas.

The above services are subject to the terms and conditions, exceptions, exclusions and territorial limits fully described in the Master Policy; a copy of which you can get from Motorite Administrators (Pty) Ltd. Any dispute that may arise will be governed by the terms and conditions stipulated in the Master Policy.

#### If you have an emergency or need to access any of the Motorite Assist benefits, please contact:

#### MOTORITE ASSIST PO Box 2993 Johannesburg 2000

Tel.: +27 (0) 11 991 8317 24-hour Helpline: 0860 10 22 89

## 27. Basis of Compensation

The basis of compensation hereunder will be dependent upon the benefit for which the vehicle qualifies at the time of application.

**Option 1:** Vehicles less than 5 years old from date of the vehicle's first registration and with less than 120 000km travelled. Cover is up to a maximum kilometre reading of 300 000km reflecting on the vehicle's odometer, or for a maximum period of 36 months.

Option 2: Vehicles less than 8 years old from date of the vehicle's first registration and with less than

160 000km travelled. Cover is up to a maximum kilometre reading of 300 000km reflecting on the vehicle's odometer, or for a maximum period of 36 months.

**Option 3:** All other vehicles that do not qualify for any of the above. Cover is up to a maximum kilometre reading of 300 000km reflecting on the vehicle's odometer, or for a maximum period of 36 months.

Components Covered Claim Limits Include V.A.T.	Benefit Categories		
	Option 1	Option 2	Option 3
Engine	20 000	14 000	11 000
Transmission	14 000	9 000	7 000
Differential	14 000	9 000	7 000
Transfer Box	14 000	9 000	7 000
Transaxle	14 000	9 000	7 000
Differential Lock	5 500	4 500	3 500
Management System	5 500	4 500	3 500
Turbo Charger	5 500	4 500	3 500
Super Charger	5 500	4 500	3 500
Intercooler	5 500	4 500	3 500
Free Wheel Hubs	4 500	3 500	2 500
Drive Shafts (Prop Shafts)	4 500	3 500	2 500
Braking System	4 500	3 500	2 500
Steering	4 500	3 500	2 500
Fuel System	4 500	3 500	2 500
Cooling System	4 500	3 500	2 500
Electrical Components	4 500	3 500	2 500
Electric Winch (Factory Fitted Only)	4 500	3 500	2 500
Electronic Ignition	4 500	3 500	2 500
Air-Conditioner	4 500	3 500	2 500
Clutch	4 500	3 500	2 500
Suspension	4 500	3 500	2 500
Wheel Bearing	4 500	3 500	2 500
Emission System / Catalytic Converter	4 500	3 500	2 500
Overheating / Overfueling	4 500	3 500	2 500
Cambelt Failure	4 500	3 500	2 500
Drive Pulley's	2 000	1 500	1 000
Central Locking	2 000	1 500	1 000
Electric Sunroof Motor	2 000	1 500	1 000
Electronic Key	2 000	1 500	1 500
GPS System	2 000	1 500	1 500
DVD System	2 000	1 500	1 500
Phone System	2 000	1 500	1 500
Internet System	2 000	1 500	1 500
Installment Payment Protection	1 250	1 000	1 000
Insurance Excess Payment	1 250	1 000	1 000
Towing Assistance	1 250	1 000	1 000
Vehicle Hire / Public Transport	1 250	1 000	1 000
Overnight Accommodation	1 250	1 000	1 000

## **IMPORTANT NOTICE: PLEASE READ**

#### **Optimizing your Motorite Options Formula Warranty**

- 1. Please read your Policy terms and conditions carefully and take note of the components covered and the applicable limits of your cover.
- 2. Please refer to the service and maintenance requirements within your Policy terms and conditions. Non-compliance with these requirements will affect the validity of your Policy or your right to claim under the Policy.
- 3. Please keep a record of your service history (including all receipts and invoices) for the duration of your Policy. We will require these to process any claims.
- 4. In the event of a breakdown, please advise the repairing dealer that you have a Motorite Warranty.
- 5. Please ensure that no repair work is undertaken on your vehicle prior to the repairing dealer receiving authorization to do so from Motorite.
- 6. Before signing the transaction schedule, please ensure that all details and applicable selections are accurate, and that you have read and understood the content.
- 7. Please feel free to contact us on 087 312 1079 if you need any additional information or clarity with regard to your Motorite Options Warranty.

## The Engine Room Direct Solutions (Pty) Ltd

## **IMPORTANT PLEASE READ**

- 1. Please read your Policy terms and conditions carefully and take careful note of the components covered and the applicable limits of your cover.
- 2. Please refer to the service and maintenance requirements within your Policy terms and conditions. Non-compliance with these requirements will affect the validity of your Policy or your right to claim under the Policy.
- 3. Please keep a record of your service history (including all receipts and invoices) for the duration of your Policy. We will require these to process any claims.
- 4. Please ensure that all details provided, and applicable selections are accurate, and that you have read and understood the content.
- 5. In the event of a breakdown, please advise the repairing dealer that you have a Motorite Warranty.

## WARNING:

- Keep all documents sent to you;
- Take note as to what is said to you;
- Do not be pressurized into buying the product;
- Incorrect or non-disclosure by you may impact on any claims arising from your contract of insurance;
- Please ensure that no repair work is undertaken on your vehicle prior to the repairing dealer receiving authorization to do so from Motorite.

## 28. FAIS Disclosure Notice (IMPORTANT PLEASE READ)

## a. Details of Infiniti, Motorite and The Engine Room Direct Solutions

	DETAILS WHEN THE INTERMEDIARY IS THE ENGINE ROOM DIRECT SOLUTIONS	INSURER: INFINITI INSURANCE	ADMINISTRATOR: MOTORITE ADMINISTRATORS
Name & Company Reg.No.	The Engine Room Direct Solutions (Pty) Ltd, an Authorized Financial Service Provider 2009/005040/07	Infiniti Insurance Ltd is a Licensed Non-life Insurer 2005/029823/06	Motorite Administrators (Pty) Ltd is an authorised Financial Service Provider 1997/00063707
Legal Status	<ul> <li>The Engine Room Direct Solutions (Pty) Ltd (FSP No. 45528) is an authorised Financial Services</li> <li>Provider of the following product categories:</li> <li>Short Term Insurance – Personal Lines A1; Advice &amp; Intermediary Services</li> <li>Long-Term Insurance subcategory B1</li> <li>Long-term Insurance subcategory B1-A</li> <li>Short Term Insurance – Personal Lines; Advice &amp; Intermediary Services</li> <li>Short Term Insurance – Commercial Lines; Advice &amp; Intermediary Services</li> <li>Short Term Insurance – Commercial Lines; Advice &amp; Intermediary Services</li> <li>Short Term Insurance – Personal Lines; Advice &amp; Intermediary Services</li> <li>Short Term Insurance – Personal Lines A1; Advice &amp; Intermediary Services</li> </ul>	<ul> <li>Infiniti Insurance Ltd (FSP No. 35914) is an authorised Financial Services Provider of the following product categories:</li> <li>Short Term Insurance – Personal Lines A1; Advice &amp; Intermediary Services</li> <li>Short Term Insurance – Personal Lines Advice &amp; Intermediary Services</li> <li>Short Term Insurance – Commercial Lines; Advice &amp; Intermediary Services</li> </ul>	<ul> <li>Motorite Administrators (Pty) Ltd (FSP No. 9140) is an authorised Financial Services Provider of the following product categories:</li> <li>Short Term Insurance – Personal Lines A1 Intermediary Service</li> <li>Short Term Insurance – Commercial Lines Intermediary Services</li> <li>Short Term Insurance – Personal Lines &amp; Intermediary Services</li> <li>Long-term Insurance Subcategory B1</li> <li>Long-term Insurance Subcategory B1-A</li> </ul>
Physical Address	MotoVantage House, Stonemill Office Park, 300 Acacia Rd, Blackheath, Johannesburg, 2195.	Upper Grayston Office Park Block F - 2nd Floor, 152 Ann Crescent, Sandton, 2196	MotoVantage House, Stonemill Office Park,300 Acacia Rd, Blackheath, Johannesburg, 2195.
Postal Address	PO Box 1034, Gallo Manor, 2052	PO Box 23, Strathavon, 2031	PO Box 1034, Gallo Manor, 2052
Telephone No.	087 312 1074	+27 (11) 718 1200	087 312 1079
E-mail	TERqueries@the-engine-room.co.za	compliance@infinitiafrica.com	cssupport@motorite.co.za
Complaints	complaints@motorite.co.za Tel: 087 312 1079	compliance@infinitiafrica.com	complaints@motorite.co.za Tel: 087 312 1079
Compliance Officer Details	The Compliance Officer compliance@motovantage.co.za	Compliance Officer +27 (11) 718 1200 compliance@infinitiafrica.com	The Compliance Officer compliance@motovantage.co.za
Website	www.motovantage.co.za	www.infinitiafrica.com	www.motovantage.co.za
Conflict of Interest	An Financial Services Provider in terms S3A(2)(a)of the FAIS General Code of Conduct is required to have a Conflict of Interest Policy. A copy of the FirstRand FAIS Conflict of Interest Policy, that also covers this FSP, can be found at https://www.firstrand.co.za/investors /governanc e-and-compliance/	We have considered the conflict of interest provision in terms of the FAIS Act 37 of 2002 and have not identified any actual or potential conflict of interest, either ownership interest, financial, third party relationships, associates or distribution channels as defined. We adopt a value base approach where the spirit of the legislation is embraced. This is reviewed at least once a year in consultation with an external independent compliance practitioner and reported to the FSCA. A conflict of interest management policy is available to the clients upon request.	An Financial Services Provider in terms S3A(2)(a)of the FAIS General Code of Conduct is required to have a Conflict of Interest Policy. A copy of the FirstRand FAIS Conflict of Interest Policy, that also covers this FSP, can be found at https://www.firstrand.co.za/investor s/governance-and-compliance/

## b. About the Relevant Call Centre

#### The Engine Room Direct Solutions (Pty) Ltd

- The Engine Room Direct Solution (Pty) Limited (The Engine Room) is the company that Infiniti has appointed to handle sales.
- The Engine Room Direct Solution (Pty) Limited (The Engine Room) Limited is a Licenced Financial Services Provider with a valid FSP license No: 45528.
- The Engine Room has professional indemnity and fidelity insurance.
- The Engine Room does not hold more than 10% of Infiniti shares.
- The Engine Room does not receive more than 30% of total remuneration from Infiniti.
- The Engine Room has an Intermediary agreement in place to sell on behalf of Infiniti and earns a tele sales cost recovery fee from them.
- The Engine Room has a conflict of interest management policy in place.

## c. About the Administrator

The Infiniti Insurance Company Limited is the product provider and has entered into a binder agreement with Motorite Administrators (Pty) Ltd. This means that Infiniti has authorised Motorite to perform the below functions on their behalf. Infiniti pays Motorite a binder fee as a percentage of gross written premium.

Binder Holder	Binder Function	Fee%
Motorite	Enter into, Vary and Renew policies, Settle Claims	As per schedule

- Motorite facilitates policy administration, premium collection management and claims management for this policy in line with the binder agreement it has in place with Infiniti Insurance Company Limited.
- Motorite is entitled to a binder fee, paid for by the insurer, and if deemed appropriate, a portion of the product's underwriting profit, this all being within the prescription of applicable legislation.
- Motorite has professional indemnity and fidelity insurance in place.
- Motorite does not hold more than 10% of Infiniti shares.
- Motorite does receive more than 30% of its total remuneration from Infiniti.
- In terms of Binding General Ruling 14 this document constitutes a tax invoice, debit note and credit note as contemplated in sections 20(7)(a) and 21(5)(a) of the VAT Act.

#### d. About The Service

- For the complete nature and extent of benefits PLEASE REFER TO THE TRANSACTION SCHEDULE;
- For your monetary obligations, premium payment obligations, manner and frequency thereof, and the
- consequences of non-payment of premium PLEASE REFER TO THE TRANSACTION SCHEDULE;
- Details of special conditions, exclusions, excesses or restrictions PLEASE REFER TO THE TRANSACTION SCHEDULE;

#### e. Claims Procedure

• In the event of a claim, you must call the **Claims Contact Centre** on the number that appears in the policy document.

## f. Complaints Process

If you are not satisfied with the outcome of your claim, you may write to the Complaints Department of Motorite at any of the addresses below within 90 days of the receipt of the letter of rejection. If you are still not satisfied, you have an additional 6 months after expiry of the 90 days to institute legal action against Infiniti.

#### You also have recourse to the Ombudsman, contact details below.

Contact policy Administrator on: Tel: 087 312 1079

Should you have any complaints regarding the following:

- The administration of your policy for example, incorrect information on your policy schedule.
- Claims on your policy for example, a claim lodged is taking too long or has been repudiated.
- The insurer must inform you and provide reasons for repudiating your claim.

You may be requested to submit your complaint in writing together with any supporting documentation to: Email: complaints@motorite.co.za or Postal: PO Box 1034, Gallo Manor, 2052

#### **Contact Administrators Internal Dispute Resolution Department**

If the matter is still not resolved to your satisfaction please contact our internal dispute resolution department, the details are as follows: escalations@motorite.co.za

#### Complain to the Ombudsman

If your concerns are not resolved to your satisfaction by the Administrator or Infiniti, you may contact the Ombudsman for short-term Insurance.

## g. Contact Details of The Insurer and Ombudsmans

Insurance Ombudsman	Postal Address: P O Box 32334, Braamfontein, 2017 Physical Address: 1 Sturdee Avenue, 1st Floor, Black A, Rosebank, Johannesburg, 2196 Contact Details: Tel. +27 11 726 8900
	Fax. +27 11 726 5501 Share call: 0860 726 890 Email: info@osti.co.za Website: <u>www.osti.co.za</u>
	Postal Address: PO Box 74571, Lynwood Ridge, 0040 Physical Address: Menlyn Central Office Building, 125 Dallas Avenue, Waterkloof Glen, Pretoria, 0010
FAIS Ombud	Contact Details: 0860 OMBUDS (0860 662 837) Tel. +27 12 762 5000 / +27 12 470 9080 Fax. +27 86 764 1422 / +27 12 348 3447 / +27 12 470 9097
	Email: info@faisombud.co.za Website: www.faisombud.co.za

## h. Protection of Information

We are committed to ensuring high standards in the handling of personal information and respect the data privacy of our policyholders, stakeholders and web visitors. Personal information will not be disclosed to any other party without the consent of the person involved. We are committed to protecting other people's personal information, in accordance with applicable legislation.

The Insurer or related parties may use the information supplied by you during the formation and performance of this insurance contract, for the policy administration, customer services, payment of claims and the production of management information for business analysis.

We are committed to treating client information in an ethical and professional manner. All queries or requests related to your personal information may be directed to POPIA@infinitiafrica.com.

## i. Cooling-Off period

You have the right to cancel short term policies within 31 days of receipt of the policy document. You may not exercise this cooling off option if you have already claimed under the policy or if the event for which the policy insures you has already happened.

#### j. Important Matters

- 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 a decision.
- · Feel free to make notes regarding verbal information and ask for written confirmation or copies of documents.
- All material facts must be accurately, fully and properly disclosed by you. All information provided by you or on your behalf is your own responsibility. You need to be satisfied with the accuracy of any transaction submitted by anyone on your behalf.
- Misrepresentation, incorrect or non-disclosure by you of any material facts or circumstances may impact
- negatively on any claims arising from your insurance contract.
- You are entitled to a full copy of a Short-term policy, if you have not received a full copy of a Short-term policy within 30 days or if you feel that this policy does not meet legal requirements, please write to: - The Compliance Officer, Infiniti Insurance, +27 (11) 718 1200, Email: compliance@infinitiafrica.com.
- Do not sign any incomplete or blank documents. No person may insist or request that you do so.
- No provider may request or induce you in any manner to waive any rights.
- The insurer must inform you at least 31 days before cancellation of the policy.