



CARE AND COSMETIC COVER POLICY.

BMW Financial Services

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TERMS AND CONDITIONS.

The BMW Group Care and Cosmetic Policy.

BMW Financial Services (South Africa) (Pty) Ltd., is an Authorised Financial Services and Registered Credit Provider (NCRCP2341).

This document contains the BMW Group Care and Cosmetic Cover Policy wording. The details of this Policy document have been set out for Your information. This Policy is underwritten by Guardrisk Insurance Company Limited (Licence No. 75), hereafter referred to as (Guardrisk) and Administered by Small Area Repair Technology Underwriting Managers (Pty) Ltd. (FSP No. 9861), hereafter referred to as (SMART Underwriting Managers) which are Authorised Financial Services Providers.

This Policy has specifically been designed to enable the Insured to affordably repair and restore the Interior and/or Exterior of their Vehicle in the Event of minor damage, caused by day to day motoring. This motoring concept will ensure The Vehicle remains in perfect showroom condition, free from chips, minor dents and light scratches.

In the Event of any conflict between the provisions of this Policy and that of any other document as mentioned herein, the provisions of this Policy shall prevail.

TERMS AND CONDITIONS.

In return for the Insured paying the Premium and continuing to meet all the conditions for cover, Guardrisk will provide Insurance cover under the BMW Group Care and Cosmetic Policy as described in this document.

Guardrisk agrees and undertakes in favour of the Insured's named in the Schedule of Insurance to pay the benefits described in the Policy subject to:

- The actual receipt by Guardrisk at its head office of the correct and sufficient Premium or Premiums.
- The truth and accuracy of the information given in the Insured's Schedule of Insurance.
- The Terms and Conditions contained herein or endorsed hereon.

OTHER MATTERS OF IMPORTANCE.

You will be informed of any material changes to the information about the intermediary, Insurer and or underwriter provided above. If any of the information reflected above was given to You orally, this disclosure notice serves to provide You with the information in writing. If We fail to resolve Your complaint satisfactorily, You may submit Your complaint to the Ombud of Short-Term Insurance. You will always be given a reason for the repudiation of Your claim. If the Insurer wishes to cancel Your Policy, this will be done in writing, to Your last known address. You will always be entitled to a copy of Your Policy at no extra charge.

COOLING OFF PERIOD.

Should You not be satisfied with the Policy, You are entitled to a period of up to 31 (Thirty-One) Days after the Policy has been issued within which You may cancel Your Policy in writing at no cost. Cover will cease upon cancellation of the Policy.

Please note that You may only cancel this Policy within 31 (Thirty-One) Days where no benefit has yet been paid or claimed or if the Event insured against under the Policy has not yet occurred.

All premiums that were paid up to the date that the Administrator receives Your written notice of cancellation will be refunded to You within 31 (Thirty-One) Days of receipt of such notice of cancellation, subject to the deduction of the cost of any risk cover You may have enjoyed.

WARNING.

Do not sign any blank or partially completed application form. Keep notes of what is said to You and all documents handed to You. Don't be pressurised to buy the product. Failure to provide correct or full relevant information may influence an Insurer on any claims arising from Your contract of Insurance.

WAIVER OF RIGHTS.

The General Code of Conduct stipulates that no Financial Services Provider 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 said Code, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.

PROCESSING OF PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013.

The Insurer reserves the right to disclose any of Your information to any database recognised by the South African Insurance Association (SAIA). They will store the Insured's information in the shared database to verify any underwriting information against legally recognised sources or databases.

The Insured's right to privacy is a fundamental right that is included in The Constitution of the Republic of South Africa, 1996. This right is, however, restricted in certain circumstances. These circumstances include cases where the parties disclosing information and the parties who are privy to it have a legal interest in that information. This means that in terms of South African law, We may disclose and/or receive information if We intend using it to prevent fraud and to underwrite risks fairly.

- i. The Insured acknowledges that the sharing of information for underwriting and claims purposes is in the public interest as it will enable Insurers to underwrite policies and assess risks fairly, and to reduce the incidence of fraudulent claims. This will contribute to keeping premiums as low as possible.
- ii. The Insured or anyone who may represent the Insured waives their rights to privacy for any underwriting and claims information for any insurance policy or claim made by them.
- iii. The Insured consents to such information being stored in the shared database and used as set out above.
- iv. The Insured consents to such information being given to any Insurer or its agent.
- v. The Insured consents to any underwriting information being verified against and shared with legally recognised sources or databases.

DEFINITIONS.

"Approved Repair Centre"

Approved Repair Centres accredited by the RMI (Retail Motor Industry Organisation).

"Appointed Representative"

Refers to the person who is authorised by SMART Underwriting Managers to carry out regulated activities concerning the Policy.

"Comprehensive Underlying Insurance Policy"

The fully comprehensive enforceable motor vehicle Insurance Policy entered into by You with any registered domestic Insurance company (The Comprehensive Underlying Insurer), which covers The Vehicle against, and obliges the Comprehensive Underlying Insurer to pay, for all possible motor vehicle risks (including theft and hijacking) occurring at least in the whole of the Republic of South Africa. The Vehicle and its accessories and extras must be correctly Insured in terms of the TransUnion Auto Dealer Guide for at least its full Market Value, Retail Value or New List Price at Date of Loss.

"Date of Occurrence"

The date, within the Period of Insurance, on which the Insured Event happens.

"Days"

Ordinary Days, including weekends and public holidays. A Day shall also mean a continuous 24 (Twenty-Four) Hour Period.

"Dual Insurance"

Situation in which the same risk is Insured by 2 (Two) overlapping but independent Insurance Policies.

"Event"

The Event which gave rise to Your claim.

"His / Her"

For "his" and "he" where the Insured is male, and read "her" and "she" where the Insured is female.

"Insured"

An Insured shall mean a person or legal entity who has successfully applied for this Policy Schedule of Insurance and paid for it in full.

"Insurer"

Shall mean Guardrisk Insurance Company Limited Licence No. 75.

"Maximum Indemnity for 36 (Thirty-Six) Month Period"

- Our Maximum Indemnity for Exterior Cover claims is equal to R7 000 (Seven Thousand Rand) per claim up to a maximum of R21 000 (Twenty-One Thousand Rand) over the term of the Policy.
- Our Maximum Indemnity for the Inside Out Cover exterior claims is equal to R7 000 (Seven Thousand Rand) per claim up to a maximum of R21 000 (Twenty-One Thousand Rand) over the term of the Policy and interior claims is equal to R3 000 (Three Thousand Rand) per claim up to a maximum of R6 000 (Six Thousand Rand) over the term of the Policy. The total amount allowed per Policy, is an amount of but not exceeding R27 000 (Twenty-Seven Thousand Rand).

"Maximum Indemnity for 48 (Forty-Eight) Month Period"

- Our Maximum Indemnity for Exterior Cover claims is equal to R7 000 (Seven Thousand Rand) per claim up to a maximum of R28 000 (Twenty-Eight Thousand Rand) over the term of the Policy.

- Our Maximum Indemnity for the Inside Out Cover exterior claims is equal to R7 000 (Seven Thousand Rand) per claim up to a maximum of R28 000 (Twenty-Eight Thousand Rand) over the term of the Policy and interior claims is equal to R3 000 (Three Thousand Rand) per claim up to a maximum of R6 000 (Six Thousand Rand) over the term of the Policy. The total amount allowed per Policy, is an amount of but not exceeding R34 000 (Thirty-Four Thousand Rand).

"Misrepresentation"

Conscious decision to change the facts as they are, to mislead an interested party. This shall also mean the failure to disclose material information at the date of application that had the Insurer been aware of would have resulted in the Policy not being issued.

"Period of Insurance"

As stated in the Schedule of Insurance issued in terms of this Policy.

"Underwriting Manager"

The Underwriting Manager is Small Area Repair Technology Underwriting Managers ("SMART Underwriting Managers") who is mandated by Guardrisk to underwrite and administer the Policy. SMART Underwriting Managers is an authorised Financial Services Provider (FSP No. 9861).

"Policy"

The Schedule of Insurance.

"Premium"

The monthly or term amount payable as stated in the Schedule of Insurance or any endorsement issued in terms of this Policy.

"Premium Due Date"

The Premium payment date on or before the date appearing on the Schedule of Insurance.

"Pre-existing Damage"

Damage that existed prior to the inception of this Policy as well as any damage that was not claimed on prior claims.

"Schedule of Insurance"

The Schedule containing Your details and the details of The Vehicle, Period of Insurance, Premium payable, bank details and address.

"Term Cover"

Where the full Premium for the Period of the cover has been received in advance.

"The Vehicle"

The Vehicle described in the Schedule of Insurance and which may be any of the following: light motor vehicles, minibuses (maximum 16 (Sixteen) seater), light delivery vehicles and panel vans all with a gross vehicle mass of not more than 3500kg (Three Thousand Five Hundred Kilograms).

"We, Us, Our"

Guardrisk Insurance Company Limited ("Guardrisk"). An authorised Financial Services Provider, FSP No. 26/10/75.

"You, Your"

The person or entity named as the Insured in the Schedule of Insurance. You must be 18 (Eighteen) Years of age and be a permanent resident of South Africa and/or permanently residing in South Africa or a properly constituted and registered Company or trust.

BENEFITS PAYABLE IN TERMS OF THIS POLICY.

The BMW Group Care and Cosmetic Cover Policy has an option of 2 products namely:

1. Exterior Cover
2. Inside Out Cover

1. The BMW Group Exterior Cover Policy covers Your Vehicle for the following benefits up to the maximum limit stated in the selected indemnity period:

- **Windscreen and Glass Repair**

We will be responsible for the cost of the repair or restoration for an area not exceeding 10cm (Ten Centimetres) in diameter and not deeper than 3mm (Three Millimetres). Where Your Vehicle's windscreen is damaged by impact resulting in a chip on the surface of the windscreen, impairing the drivers view only in terms of driver visibility and roadworthiness, and such damage is repairable, We will be responsible for the cost of the maintenance or restoration. In the Event that the windscreen cracks during the repair process, the replacement cost of the windscreen will be for Your own account. This benefit includes repairable damage to headlamps and related components.

- **Hail Damage Repair**

We will repair Your Vehicle if damaged as a result of hailstones and or hailstorms, and it can be successfully repaired by an Approved Repairer.

- **Wheels and Alloy Rims Repair**

We will pay for the repairs to the damage where Your Vehicle wheel rims or alloy rims are damaged and repairable, and purely based on cosmetic repairs to the outer edge of a wheel holding the tyre. The outer edge makes up the outer circular design of the wheel on which the inside edge of the tyre is mounted.

- **Minor Dent Repair**

We will provide cover to an area not exceeding 15cm (Fifteen Centimetres) in length and diameter, and not deeper than 3mm (Three Millimetres). Where any part of the body panel and or plastic / vinyl / hardened rubber trim part has been ripped or torn the damage shall not be defined as a "Minor Dent" and shall not be repaired or restored under this Policy.

- **Light Scratch Repair**

We will provide cover to an area not exceeding 15cm (Fifteen Centimetres) in length. For the purpose of this Policy, repair of a Scratch does not include the polish of The Vehicle.

- **Chips Repair**

We will provide Cover to an area not exceeding 1.5mm (One-and-a-Half Millimetres) where a stone chips the exterior of the bodywork of The Vehicle.

- **Tar Removal**

We will pay for the repairs where Your Vehicle has been damaged by tar.

Maximum Amount payable under the Exterior Cover Policy for Repair or Restoration over the period of 36 (Thirty-Six) Months;

- You are able to select the damage to be claimed. Any damage not selected will be considered pre-existing and cannot be claimed in future.
- We will pay for the damage not exceeding R7 000 (Seven Thousand Rand) inclusive of VAT. Per claim for up to a maximum of R21 000 (Twenty-One Thousand Rand) over the term of the Policy.

- Any claim that exceeds the maximum amount of R7 000 (Seven Thousand Rand) will not be considered to be "minor" and will not be covered in terms of this Policy You must claim from Your Comprehensive Underlying Insurance Policy.
- The accumulative cost of repairs between all benefits shall not exceed R7 000 (Seven Thousand Rand) inclusive of VAT. We will take all damage into consideration and the total amount for repairs must fall within the maximum R7 000 (Seven Thousand Rand) allowed per claim.

Maximum Amount payable under the Exterior Cover Policy for Repair or Restoration over the period of 48 (Forty-Eight) Months;

- You are able to select the damage to be claimed. Any damage not selected will be considered pre-existing and cannot be claimed in future.
- We will pay for the damage not exceeding R7 000 (Seven Thousand Rand) inclusive of VAT. Per claim for up to a maximum of R28 000 (Twenty-Eight Thousand Rand) over the term of the Policy.
- Any claim that exceeds the maximum amount of R7 000 (Seven Thousand Rand) will not be considered to be "minor" and will not be covered in terms of this Policy You must claim from Your Comprehensive Underlying Insurance Policy.
- The accumulative cost of repairs between all benefits shall not exceed R7 000 (Seven Thousand Rand) inclusive of VAT. We will take all damage into consideration and the total amount for repairs must fall within the maximum R7 000 (Seven Thousand Rand) allowed per claim.

2. The BMW Group Inside Out Cover Policy covers Your Vehicle for the following benefits up to the maximum limit stated in the selected indemnity period:

- **Windscreen and Glass Repair**

We will be responsible for the cost of the repair or restoration for an area not exceeding 10cm (Ten Centimetres) in diameter and not deeper than 3mm (Three Millimetres). Where Your Vehicle's windscreen is damaged by impact resulting in a chip on the surface of the windscreen, impairing the drivers view only in terms of driver visibility and roadworthiness, and such damage is repairable, We will be responsible for the cost of the maintenance or restoration. In the Event that the windscreen cracks during the repair process, the replacement cost of the windscreen will be for Your own account. This benefit includes repairable damage to headlamps and related components.

- **Hail Damage Repair**

We will repair Your Vehicle if damaged as a result of hailstones and or hailstorms, and it can be successfully repaired by an Approved Repairer.

- **Wheels and Alloy Rims Repair**

We will pay for the repairs to the damage where Your Vehicle wheel rims or alloy rims are damaged and repairable, up to the maximum limit, and purely based on cosmetic repairs to the outer edge of a wheel, holding the tyre. The outer edge makes up the outer circular design of the wheel on which the inside edge of the tyre is mounted.

BENEFITS PAYABLE IN TERMS OF THIS POLICY.

- **Minor Dent Repair**
We will provide cover to an area not exceeding 15cm (Fifteen Centimetres) in length and diameter, not deeper than 3mm (Three Millimetres). Where any part of the body panel and or plastic / vinyl / hardened rubber trim part has been ripped or torn the damage shall not be defined as a "Minor Dent" and shall not be repaired or restored under this Policy.
- **Light Scratch Repair**
We will provide cover to an area not exceeding 15cm (Fifteen Centimetres) in length. For the purpose of this Policy, repair of a Scratch does not include the polish of The Vehicle.
- **Chips Repair**
We will provide Cover to an area not exceeding 1.5mm 5mm (One-and-a-Half Millimetres) where a stone chips the exterior of the bodywork of The Vehicle.
- **Tar Removal**
We will pay for the repairs where Your Vehicle has been damaged by tar.
- **Centre Console Repair**
We will repair scratches, scuffs and peeling off from rubber on The Vehicle centre console.
- **Door Handle Repair**
We will re-spray (Plastic only) door grab handles that are scratched or scuffed.
- **Plastic Panel Door Repair**
We will repair or re-spray scratches or scuffs.
- **Door Plastic Kick Panel Repair**
We will repair or re-spray the plastic panels on the sill below the doors; any metal finishers on the sills are excluded.
- **Hand Brake Boot Repair**
We will repair or replace the damaged panel including the grab handles and window winder. The auto window mechanism or switch is excluded.
- **Centre Armrest Repair**
We will re-cover the torn or ripped centre armrest.
- **Head Rest Repair**
We will repair torn fabric/leather or damage to the headrest mould. If the exact fabric is not available a suitable replacement will be used. Guides, frames and rails are excluded.
- **Front seat Backboard and Pocket Repair**
We will repair the plastic backboard on the driver and passenger front seats, as well as to the pockets on both driver and passenger seats.
- **Interior Boot Carpet Repair**
We will re-cover the carpet on the base of the boot. Clips and side walls are excluded.
- **Seat Panel Repair**
We will replace a seat panel that is torn. In the Event of the exact fabric not being available, a suitable replacement will be used. This includes the panel base and back.
- **Seat Stitching Repair**
We will repair loose stitching, torn seams and burns, In the Event of the exact fabric/leather not being available, then an extra seam will be put in the seat and matched to the passenger seat.

- **Steering Wheel Re-Spray**
We will pay for a re-spray of any leather steering wheel. We will not pay for a replacement.
- **Rubber Carpet Inserts Repair**
We will only recover the rubber heel mat on the driver's side.
- **Gear Lever Re-spray**
We will re-spray faded paintwork.

Maximum Amount payable under the Inside Out Cover Policy for Repair or Restoration over the period of 36 (Thirty-Six) Months;

- You are able to select the damage to be claimed. Any damage not selected will be considered pre-existing and cannot be claimed in future.
- We will Pay for exterior damage not exceeding R7 000 (Seven Thousand Rand) inclusive of VAT. per claim, up to a maximum of R21 000 (Twenty-One Thousand Rand) over the term of the Policy. We will also pay for interior damage not exceeding R3 000 (Three Thousand Rand) inclusive of VAT. per claim, up to a maximum of R6 000 (Six Thousand Rand) over the term of the Policy. The total amount allowed per Policy, is an amount of but not exceeding R27 000 (Twenty-Seven Thousand Rand).
- Any claim that exceeds the maximum amount allowed per claim as specified above, will not be considered to be "minor" and will not be covered in terms of this Policy and You must claim from Your Comprehensive Underlying Insurance Policy.
- The accumulative cost of repairs between all benefits shall not exceed R7 000 (Seven Thousand Rand) inclusive of VAT. for exterior claims and R3 000 (Three Thousand Rand) inclusive of VAT. for Interior claims. We will take all damage into consideration and the total amount for repairs must fall within the maximum amount allowed per claim.

Maximum Amount payable under the Inside Out Cover Policy for Repair or Restoration over the period of 48 (Forty-Eight) Months;

- You are able to select the damage to be claimed. Any damage not selected will be considered pre-existing and cannot be claimed in future.
- We will Pay for exterior damage not exceeding R7 000 (Seven Thousand Rand) inclusive of VAT. per claim up to a maximum of R28 000 (Twenty-Eight Thousand Rand) over the term of the Policy. We will also pay for interior damage not exceeding R3 000 (Three Thousand Rand) inclusive of VAT. per claim, up to a maximum of R6 000 (Six Thousand Rand) over the term of the Policy. The total amount allowed per Policy, is an amount of but not exceeding R34 000 (Thirty-Four Thousand Rand).
- Any claim that exceeds the maximum amount allowed per claim as specified above, will not be considered to be "minor" and will not be covered in terms of this Policy and You must claim from Your Comprehensive Underlying Insurance Policy.
- The accumulative cost of repairs between all benefits shall not exceed R7 000 (Seven Thousand Rand) inclusive of VAT. for exterior claims and R3 000 (Three Thousand Rand) inclusive of VAT. for Interior claims. We will take all damage into consideration and the total amount for repairs must fall within the maximum amount allowed per claim.

GENERAL CONDITIONS.

The following conditions are applicable to all sections of this Policy.

1. Conditions Precedent to Liability

We shall have no liability under this Policy and You shall not be entitled to be indemnified under this Policy unless:

- 1.1 Subject to Condition 14 (Fourteen) under General Conditions, the Premium has been received by Us by the Premium Due Date.
- 1.2 You comply with the Claims Procedures set out under Condition 9 (Nine) under General Conditions.
- 1.3 You comply with the Claims Procedure set out under Condition 4 (Four) under General Conditions.

2. Arbitration

Should any dispute arise between You and Us as to the amount of any claim under this Policy, liability having already been admitted by Us for the claim in principle, You may refer such dispute to arbitration within 90 (Ninety) Days of the dispute arising in accordance with the Arbitration Act 42 of 1965 (As Amended).

3. Rejection of Claim and Time Bar

In the Event of a claim being rejected or You dispute the benefit amount paid by Us, You are entitled to make representations to Us in respect of Our decision to reject the claim or as to the manner in which the benefit amount was calculated for a period 180 (One Hundred and Eighty) Days from the date of receipt of the letter of rejection or the date of the claim payment.

The dispute should be raised with the Insurer prior to disputing the matter with the Ombud.

Representation must be submitted in writing to:

SMART Underwriting Managers (PTY) Ltd
PO Box 265458
Three Rivers Vereeniging 1935
Tel: 087 312 1076
Email: careandcosmetic@smartuma.co.za

Guardrisk Compliance Officer

Guardrisk Insurance Company Limited
PO Box 786015, Sandton, 2146
Email: compliance@guardrisk.co.za
complaints@guardrisk.co.za
Tel: (011) 669 1039
Fax: (012) 675 3856

Where You are not satisfied with the response from the Insurer You are entitled to make further representation to:

The Ombud for Short-Term Insurance
PO Box 32334, Braamfontein, 2017
Tel Number: 011 726 8900, Fax: Number: 011 726 5501

In terms of Section 15 of the Financial Services Ombud Schemes Act No. 37 of 2004 that on the receipt of the official referral to the aforementioned Ombud, any applicable time barring clause in terms of this Policy or the running of prescription in terms of the Prescription Act No 68 of 1969, from the date of referral to the date of withdrawal of the referral or determination of the referral by the Ombud shall be stayed. If the dispute is not satisfactorily resolved in this manner, legal action may be instituted against the Insurer for the enforcement of the claim by way of the service of summons against the Insurer. Summons must be served on the Insurer within 6 (Six) months from the date You receive the outcome in respect of the representations You have made, failing which all benefits in respect of such claim shall be forfeited and no liability can arise in terms of such claim.

4. Misrepresentation

If any claim under this Policy is in any way misrepresented or if any fraudulent means are used by You or anyone acting on Your behalf to obtain any benefit under this Policy, or if any of the Events Insured against are occasioned by Your intentional act, or with Your connivance, all benefits under this Policy shall be forfeited, and the Policy will be voidable and Premiums paid returned to You.

5. Jurisdiction

This Policy is subject to South African law and to the jurisdiction of a competent South African court.

6. Termination of this Policy

The end date will be the earliest of:

- 6.1 The date at the end of the Period of Insurance.
- 6.2 The date on which The Vehicle is sold by You.
- 6.3 When We do not receive Your Premium, subject to Condition 13 (Thirteen) under General Conditions and Premium under Definitions.
- 6.4 When either You or We cancel the Policy, subject to Condition 8 (Eight) under General Conditions.
- 6.5 The date upon which the maximum claims have been reached.

7. Cancellation and Refund of Premiums

This Policy may be cancelled by You or Us at any time on 31 (Thirty-One) Days written notice to the last known address. In the case of term policies Your Single Premium will be refunded on a scale determined by Our actuary based on Our calculation for the unexpired portion of the Term Policy, provided that no claim was submitted, in which Event No Premium shall be refunded.

8. Theft or Destruction of The Vehicle

If The Vehicle covered under this Policy is stolen, hijacked or damaged beyond repair during the Period of Insurance, the Policy shall be deemed to have terminated on the Date of such Occurrence.

9. Claims Procedures

On the happening of an Event which may result in a claim under this Policy, You shall at Your own expense, in the case of:

The Exterior and/or Inside Out options:

- 9.1 Notify Us within 60 (Sixty) Days of the happening of any Event resulting in a claim being made against this Policy by means of a claims registration;
- 9.2 Have Your documentation on hand and contact Smart on 087 312 1082
- 9.3 Provide Us with such proof and information as We may require to process the claim;
- 9.4 Upon lodging Your 1st (First) claim, You are to Provide Us with a clear photograph of the full Vehicle, front, left side, right side, and/or rear, taken at the Approved Repair Centre at claim stage.
- 9.5 Photos of the damaged area will be required for claim 2 (Two), 3 (Three) and 4 (Four).
- 9.6 A visual link will be sent to You in order to upload requested photos of the damaged areas or the photos can be emailed to the provided email address; Alternatively where images are too large for email and for convenience purpose, images can also be sent to 060 507 9634 via whatsapp for Our claims images distribution group.
- 9.7 Where You make use of a BMW Approved Repairer You only need to submit one quote for approval, in the case of You making use of an RMI (Retail Motor Industry Organisation) Repair Centre You are required to submit two quotes for approval.

GENERAL CONDITIONS.

- 9.8 Once the Administrator has processed the claims request, You will receive a SMS notification confirming the repair. with the authorisation number;
- 9.9 In the Event of a claim being rejected, the Insured is entitled to relief through a court action, the Ombud for Short-Term Insurance and the complaints process as detailed.

Guardrisk Compliance Officer

Guardrisk Insurance Company Limited
PO Box 786015, Sandton, 2146
Email: compliance@guardrisk.co.za
complaints@guardrisk.co.za
Tel: (011) 669 1039
Fax: (012) 675 3856

10. Contract

The application for this Policy, the Schedule of Insurance, this Policy and any endorsements or amendments together comprises Your Policy with Us. This Policy is made up of numerous benefits, each benefit must be individually applied for and the appropriate Premium must be paid for the appropriate benefit or benefits selected.

11. Reasonable Precautions

You shall take all reasonable precautions to maintain the bodywork of Your Vehicle and to minimise any damage, failing which We shall have no liability under this Policy.

12. Territorial Limits

Cover is limited to Events occurring within the territorial limits of the Republic of South Africa.

13. Period of Grace for Premium Payment

You shall be entitled to a Period of 15 (Fifteen) 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 currency of the Policy.

14. No Premium, No Cover

This Policy is conditional upon and will only come into effect following payment of the Premium. The onus and responsibility is on You, at all times, to ensure that You have the correct Policy plan and that You are adequately covered under this Policy.

15. Roadworthy Condition

You shall maintain The Vehicle in a roadworthy condition in compliance with the National Road Traffic Act 93 of 1996 (As Amended or Substituted) and the Regulations promulgated there under. We will not accept liability for any loss or damage if the condition of The Vehicle contributed to or caused the Event.

16. Amendments or Endorsements

We may amend or endorse this Policy at any time by giving You 31 (Thirty-One) Days' notice in writing at Your last known address.

17. Vehicle Substitution

Where The Vehicle is substituted, You must advise SMART Underwriting Managers immediately of such a change, and within 30 (Thirty) Days, supply SMART Underwriting Managers with the new Vehicle details. The General Conditions as indicated at inception of the Policy will be applicable.

18. Hold Cover

We will provide full cover until the first Premium due date as noted in the Policy application, however all waiting periods are still applicable and all exclusions still apply.

19. Dual Insurance"

In the Event of Dual Insurance, the Insurer who has the earlier Policy Inception Date and has received Premium will be liable for the claim. In the Event where SMART Underwriting Managers does not have the earlier Inception Date, We shall refund Premium from Inception Date. The Onus is on the Insured to Establish where more than 1 (One) Insurer on the assets exist. Therefore, no Interest will be included in the refund payment. In the Event where an Insurer has already paid under a similar Policy, The Insured must supply proof of the Inception Date of the latter Policy to establish a refund due, any cover where Dual Insurance did not exist will not be refunded.

20. Repair or Restoration

You must obtain authorisation from SMART Underwriting Managers prior to the commencement of repairs or restoration. Any repairs not authorised by SMART Underwriting Managers will not be covered.

21. Repair Co-Operation

You shall, on reporting damage, at Our request or that of Our duly Appointed Representative, ensure that The Vehicle is taken to an Approved Repair Centre. All selected damage will be taken into account when calculating the cost for repairs or restoration and the total cost may not exceed the maximum limit per claim. You may select to have repairs or restoration done on certain areas of damage, but any damage which is not selected will then be noted and excluded from any future claims.

22. Damage

We, or Our duly Appointed Representative, shall be the sole party to authorise or reject claims. You shall allow Us, or Our duly Appointed Representative, access to inspect The Vehicle that is the subject of the repair.

GENERAL EXCLUSIONS.

The following exceptions are applicable to all sections of this Policy except as they may be varied by specific exceptions under a particular section.

We shall not be liable for:

1. If The Vehicle is damaged as a result of; vandalism, abuse or malicious damage.
2. Any loss or damage caused, sustained or incurred whilst The Vehicle is being driven by You or by another person with Your consent, unless duly and fully licensed to drive The Vehicle in terms of any applicable legislation, or whilst the concentration of alcohol howsoever measured, in Your or such person's blood or respiratory system exceeds the statutory limit in force at such time, or whilst You or such person is under the influence of alcohol or a drug having a narcotic effect.
3. Any claim which is not submitted within 60 (Sixty) calendar Days from Date of Occurrence.
4. Any claim arising out of any contractual liability.
5. Damage caused by a road traffic accident or fire.
6. Any benefit covered as standard under a Comprehensive Underlying Insurance Policy.
7. Consequential loss of any nature whatsoever, depreciation, wear and tear.
8. Loss or damage related to or caused by civil commotion, labour disturbances, riot, strike, lock-out or public disorder, war, invasion, acts of foreign enemy, hostilities or warlike operations, or any risk which is covered by the Policy issued by SASRIA Limited (Formerly The South African Special Risks Insurance Association). If We allege that the loss or damage is covered by the SASRIA Limited Policy the burden of proving the contrary shall rest on You.
9. Loss or damage caused directly or indirectly by or through or in consequence of or contributed to by nuclear weapons material or by ionising radiations or contamination by radioactivity or by any nuclear fuel or waste.
10. Any claim in terms of this Policy, unless You have complied with all the Policy terms and conditions.
11. Any damage exceeding the maximum repair limit as per this Policy.
12. Any damage resulting in the replacement of any body panel or part thereof.
13. Any depreciation in value arising from repairs or restoration.
14. Any loss or claim arising where there is Misrepresentation, non-disclosure or misdescription of any fact or circumstance, whether in connection with:
 - 14.1 This Policy; or
 - 14.2 Your claim in terms of this Policy.
15. Any claim where You reside outside the Republic of South Africa, in which case this Policy shall be deemed to be void from inception and the Premium refunded.
16. Loss or damage if The Vehicle is used at any time during the Period of Insurance as a taxi or to transport passengers for reward or is hired out for reward.
17. Damage to The Vehicle which existed prior to the Event (Pre-Existing Damage), or loss, including rusting, damage or liability arising from any other Event unrelated to a particular claim, unless such Event is subject of a valid claim registered separately and in accordance with the terms and conditions of this Policy.
18. If The Vehicle is being used for racing, rallies, speed and other contests or whilst The Vehicle is being used for any purpose in connection with the motor trade other than for the purpose of overhaul, upkeep or repair of The Vehicle.
19. A negligent, wilful or criminal act by the You.
20. Any modification of The Vehicle or if The Vehicle is being used for, pace-making, or any other competitive Event, or it is used as a military vehicle, courier/delivery vehicle or for the haulage/transportation of goods, any emergency or response vehicle, or for any use not covered under the Comprehensive Underlying Insurance Policy.
21. Loss or damages if The Vehicle is older than 10 (Ten) Years.
22. Specifically excluding commercial Vehicles, taxis/Vehicles used to transport fare paying passengers, tow trucks, and motor homes.
23. Any damage that is not defined under "Benefits".
24. Any damage to beading or moulding, damage involving accessories, door mouldings, plastic/vinyl/hardened rubber trim parts, window moulding, lamps of any sort or any window panel.
25. Any damage caused by or to stickers or decals.
26. No benefits are payable under this section if the applicable Premium for this section has not been paid to Us by the Premium Due Date.

MATTERS OF IMPORTANCE.

You must accurately, fully and properly disclose all material facts. 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 circumstance may impact negatively on any claims arising from this Insurance contract.

GENERAL DISCLOSURES.

Insurance products developed by Guardrisk Insurance Company Limited are sold, on licence, under the Independent Intermediaries brand for which the intermediary is appropriately compensated.

COMPLAINT RESOLUTION PROCESS.

All complaints are forwarded to the Insurer's Compliance Officer who will forward the matter to the responsible department for investigation. Once the matter is resolved, the outcome is communicated to the complainant. If the complainant is satisfied with the response, the matter is concluded. Should the complainant be dissatisfied with the response, the Ombud for Short-Term Insurance may be contacted.

Guardrisk Compliance Officer

Guardrisk Insurance Company Limited

PO Box 786015, Sandton, 2146

Email: compliance@guardrisk.co.za

complaints@guardrisk.co.za

Tel: (011) 669 1039

Fax: (012) 675 3856

CONFLICT OF INTEREST POLICY.

It is generally accepted practice within Our industry that "entertainment" and "gifts and incentives" collectively referred to as an immaterial financial interest in the Conflict of Interest regulations, are often provided by the product provider and their agents to various intermediary, independent intermediaries and brokers (All of whom must be registered as Financial Services Providers) and vice versa and also potentially from and to various other Financial Service Providers in the supply chain.

The Rand value of such interests are limited, by legislation, per calendar year, to R1, 000 (One Thousand Rand) in respect of any one individual be they the provider of or beneficiary of such immaterial financial interest. Such limitations are dealt with and managed by Our Conflict of Interest Management Policy. A full copy of Our Overall Conflict of Interest Management Policy can be obtained from www.motovantage.co.za or Our offices upon written request to the SMART Underwriting Managers Compliance Officer.

A 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, is available on request.

TREATMENT OF VAT.

You are, in terms of a SARS ruling issued in terms of section 20 (7) of the VAT Act, able to claim input tax only if You are in possession of a Policy document and proof of payment.

TREATING THE CUSTOMER FAIRLY.

We have created a superior solution – encompassing products, processing and service – tailored to each of Our customers' requirements. We will at all times, deliver a superior customer experience, simplifying and improving both Our clients and their customers' lives. We will achieve this through a motivated team of skilled people, absolute fairness in Our treatment of Our clients and partners and complying with the 6 (Six) Treat Your Customer Fairly Outcomes, namely;

- You are confident that Your fair treatment is key to Our culture.
- Products and services are designed to meet Your needs.
- We will communicate clearly, appropriately and on time.
- We provide advice which is suitable to Your needs and circumstances.
- Our products and services meet Your standards and are of an acceptable level.
- There are no barriers to access Our services or to lodge any complaints.

VARIATIONS.

No variation to this Policy shall be binding on the Insurer unless made in writing and signed by a Director or Public Officer of the Insurer and confirmed thereafter by payment of the Insured of the Premium whether varied or not.

This Policy is issued on the basis that the statements and information made and set forth in the application and all declarations made in respect thereof are true and correct and constitute a full disclosure of all facts and circumstances likely to materially affect the assessment of the risk at the time of the issue of this Policy. The Company reserves the right to amend, add or change the Terms and Conditions of this Policy by giving 31 (Thirty-One) Days written notice of its intention to do so. Any variations and or changes will be binding on both the Insurer and the Insured and can be applied at any time to the existing Terms and Conditions after written communication of these changes has been sent to the Insured's last known address as it appears in Our records at that time.

Underwritten by Guardrisk Insurance Company Limited an authorised Financial Services Provider.

FSP License Number – 75

VAT Number: 4250138072

The Marc, Tower 2, 129 Rivonia Road, Sandton, 2196

Tel: (011) 669 1000

Fax: (012) 675 3856

The Compliance Officer

Guardrisk Insurance Company Limited

PO Box 786015

Sandton

2146

Email: compliance@guardrisk.co.za

complaints@guardrisk.co.za

Tel: (011) 669 1039

Fax: (012) 675 3856

Administered by SMART Underwriting Managers (Pty) Ltd an authorised Financial Services Provider.

FSP License Number - 9861

MotoVantage House, Stonemill Office Park, 300 Acacia Road, Blackheath, Johannesburg, 2195

PO Box 265458

Three Rivers Vereeniging

1935

Tel: BMW Group Care and Cosmetic – 087 312 1082

Email: careandcosmetic@smartuma.co.za

GENERAL DISCLOSURES.

The Compliance Officer

Associated Compliance
Tel: 011 678 2533
Postal Address:
PO Box 9655
Devon Valley
1715
Email: info@associatedcompliance.co.za

The Ombud Short-Term Insurance

PO Box 32334
Braamfontein
2017
Tel: (011) 726 8900 or 0860 726 890
Fax: (011) 726 5501
Email: info@osti.co.za

The Registrar of Short-term Insurance

PO Box 35655
Menlo Park
0102
Tel: (012) 428 8000
Fax: (012) 347 0221

The FAIS Ombud

PO Box 74571
Lynnwood Ridge
0040
Tel: (012) 470 9090 or 0860 324 766
Fax: (012) 348 3447
Email: info@faisombud.co.za

For BMW Financial Services (South Africa) (Pty) Ltd.

1 Bavaria Avenue
Randjespark Ext. 17
Midrand
1685
Tel: 0860 100 269
Email: VAPS.BMW@BMWfinance.co.za

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1 Bavaria Avenue
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BMW Financial Services (South Africa) (Pty) Ltd is an Authorised Financial Services (FSP 4623) and Registered Credit Provider (NCRCP2341).
Insurance is underwritten by Guardrisk Insurance Company Ltd., Licence No. 75.