

1 Definitions
1.1 Chip

An area of not more than 3 millimetres in diameter.

1.2 Dent

An area of not more than 15 centimetres in diameter. Where any part of the body panel and or plastic/vinyl/hardened rubber trim part has been ripped or torn, the damage will not be defined as a "Dent" and will not be covered under this policy.

1.3 Mag Wheel Scratches

Where your Vehicle's wheel rims or Mag Wheels are damaged and repairable, we will pay for the repairs to the damage up to the maximum limit of cover of R5 000.

1.4 Minor Repair

Chips, minor Dents and light Scratches caused by day to day motoring, including Mag Wheel Scratch repairs, but excluding windscreen Chips.

1.5 Scratch

An area of not more than 15 centimetres in length. For the purposes of this policy, repair of a Scratch does not include polishing of a Vehicle.

1.6 Tar Removal

Where your Vehicle has been damaged by tar, the policy will pay for the repairs up to the maximum limit of cover of R5 000.

1.7 Vehicle

The Vehicle described in the Certificate of Insurance, which may be any of the following: light motor Vehicle, mini bus, light delivery Vehicle and panel Van with a gross Vehicle mass of not more than 3 500kg, which are used only for social, domestic and pleasure purposes, and journeys to and from your permanent place of work. There will be no cover for vehicles used for Commercial purposes in terms of this policy. The definition of Insured Vehicle does not include motorcycles, scooters, three wheeled vehicles, quad bikes, caravans or motor homes, trailers or boats.

1.8 Claimable Amount

This policy limits cover to damage of not more than R5 000 for each claim inclusive of VAT at the prevailing rate. There will be no cover if the cost of repairs, irrespective of the size of the damage, is more than this limit. During the first 30 days of this policy, there will be a R750 once off excess payable, thereafter it will go back to the standard excess of R500 for every claim.

1.9 Effective Date

Standard Insurance Touch Up will start on the date the Insured signs the proposal form for the Standard Touch Up Policy and/or on acceptance of the policy by the Insured and/or Effective Date of the Finance agreement.

1.10 Insured

The person or business entity stated in the Certificate of Insurance.

1.11 Insurer

Standard Insurance Limited (Registration number. 1993/007593/06). Standard Insurance Limited is a licensed financial services provider. Telephone number: **011 858 5000**

1.12 Period of Insurance

The term, related to the duration that the Finance agreement is in force and the monthly option provides cover for 30 days. This period will be indicated on the Certificate of Insurance.

1.13 Postal Address

As stated in the Certificate of Insurance.

1.14 Premium

The amount as stated in the Certificate of Insurance.

2 Premium Payment
2.1 Monthly Policy and Premium Payment

This Policy is valid for one calendar month. It is automatically renewed by the Insurer on receipt of the Premium charged, provided that the Premium is received by the Insurer on or before the selected debit date, which date it is agreed will be the due date for payment. Non payment by the due date, for whatever reason, will result in the policy lapsing on the last day of the previous month.

2.2 Stop Payment of Premium

For a Monthly Policy, if the Premium is not paid on the date that it was due as a result of payment being stopped by the Insured, this policy will be cancelled from the date that the Premium was due to be paid. The Premium is payable on or before the start date or renewal date as the case may be. The Insurer will not be obliged to accept a Premium paid to the Insurer or to any intermediary after such date but may do so on such terms as the Insurer in its sole discretion may determine.

2.3 Period of Grace for Premium Payment

Despite the provisions contained in 2.1, 2.2, 2.3 above, the Insured will be entitled to a period of 15 (fifteen) days from the Premium due date reflected on the Certificate of Insurance in which to pay the Premium. In the case of monthly policies, this period of grace only applies from the second month of a new policy.

2.4 Cooling Off Period

This policy has a 31-day cooling off period. This means that if this cover does not suit your needs, you may cancel it within 31 days of having taken out this policy or made any changes to this policy. We will refund all your premiums you have paid within the cooling off period back to you, provided you have not claimed or submitted any claims during this period. If you do not cancel within the cooling off period, you will be bound to the terms and conditions of the policy

Cancellation and Changes to the Policy

We may cancel or change this policy to change the Premium by giving you 30 days written notice at your last known postal street or email address. Where the Insured pays a monthly Premium by debit order and the policy lapses or is cancelled as a result of two non-payments of the Premium in a row, the Insurer will automatically discontinue the submission of a debit order for the following month.

3 Policy and Claims Administrator contact numbers

Should you have any queries or require any advice or clarification on the policy, you can contact Standard Bank Insurance Brokers during office hours on 0860 123 999. Should you not receive your policy schedule and policy terms and conditions within 30 days after inception of the policy, please contact us immediately.

Claims Administrator – To submit a claim or for any claims queries contact SMART on **0860 111 251**.

3.1 Claims

- The Insured will, on the reporting of a claim, agree to comply with the administrator's reasonable requests and follow the claims procedures as explained in this wording and by the claims Staff.
- The Insured will, on the happening of any incident giving rise to a claim in terms of this policy give written notice of the incident to the Insurer within 30 (thirty) days of the incident at the Insured's own expense.
- The Insured must check the policy to make sure that the damage is covered.
- Confirm with Standard Bank Insurance Brokers that the policy is still valid under the term or monthly maintenance programme.
- Any repair work started or carried out without prior authorisation from the Claims department will render the claim invalid.
- Once the repair work has been completed, the Insured must immediately pay a first excess of R750 (Seven hundred & fifty rand) inclusive of VAT at the prevailing rate to the repairer, thereafter every excess will be R500 (Five hundred rand)
- The Insured will have to pay for any repair work completed by the repairer that falls outside the scope of this policy.
- When the Insured collects the Vehicle after repair, they must check that all work has been properly completed. If not satisfactory, the Insured should not accept the Vehicle and let the Claims department know immediately.
- Only the Insurer is mandated to authorise or reject claims. The Insured will allow the Insurer to inspect the Vehicle, which is the subject of a claim.

4 General Conditions
The cover provided by this policy is subject to compliance with the following terms and conditions:

4.1 Care of the Vehicle
The Insured must take all reasonable steps to keep the vehicle in an efficient and roadworthy condition.

4.2 Rights
Nothing contained in this policy will give any rights against Standard Insurance Limited to any person other than the Insured.

4.3 Misrepresentation
Misrepresentation, incorrect description or non-disclosure of any material particular or fact will render this policy voidable.

4.4 Fraud
If any claim is in any way fraudulent or otherwise improper or improperly processed or submitted, or if any fraudulent or improper means or device are used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this policy or if any destruction or damage is caused by the wilful act or negligence or with the connivance of the Insured, all benefits under this policy will be forfeited.

4.5 Other Insurance
The Insured will let the Insurer know of any other insurance that covers the same loss, following which the Insurer will only have to pay its pro rata portion of such loss.

5 General exceptions

There will be no cover under the policy for:

- Any damage which in the Insurer's discretion is deemed to have been incurred as a result of a collision or other accident and not as a result of day to day motoring.
- Any damage which is not defined as a "Chip", "Scratch" or "Dent".
- Any damage falling outside the time limit of the Period of Insurance.
- Any damage caused by rust or by corrosion.
- Any pre existing damage to the Vehicle before the start of the cover offered by this policy, or damage which in the opinion of the Insurer was incurred more than 30 (thirty) days before the claim was reported.
- Any damage caused by or to stickers or decals.
- Any damage to beading or moulding.
- No damage that is more than the Claimable Amount as defined, R5 000 (Five thousand rand) inclusive of VAT at the prevailing rate.
- Any damage resulting in the replacement of anybody panel or part thereof.
- Any damage involving accessories, door mouldings, window mouldings, lamps of any sort or any window panel or window glass.
- Any liability whatsoever.
- Any consequential loss.
- Any damage which may be provided by SASRIA (the South African Special Risks Insurance Association)

5.1 Disputes and rejection of claims
'Rejection' means we decline or refuse your claim or part of your claim.

If you are dissatisfied with any decision concerning the rejection of your claim or if the value of your claim has been disputed, you will have the right to make representations to us within 90 days from the date of receipt of the rejection by doing the following:

Please contact our Customer Resolution Centre to record and acknowledge receipt of your complaint:

- Telephone: **0860 101 101**
- Email: **complaints.resolutioncentre@standardbank.co.za**

A copy of our complaints handling process is available on request or can be viewed on **www.standardbank.co.za**

We will abide by the decision of the Ombudsman.

If you are dissatisfied with the outcome of the re evaluation of your claim, you have the right to take legal action against us within six months from the date of expiry of the 90 days mentioned above. If you fail to comply with the above time period you will forfeit your claim and we will have no liability in terms of such claim.

If you are dissatisfied with any decision about the rejection of your claim or voidance of your policy, you have the right to: Make representation to us (see Intermediary and Insurer address details below) within 90 (ninety) days from the date of receipt of the rejection letter by asking for your claim to be re evaluated by our management.

Take legal action against us within 6 (six) months from the date of expiry of the 90 (ninety) days mentioned above.

You may also exercise your right to write to the Ombudsman for Short Term Insurance, PO Box 32334, Braamfontein, 2017 or email **info.osti.co.za**.

Contact numbers for the Ombudsman are; T
telephone Number: **011 726 8900**,

Fax Number: **011 726 5501 / 011 726 5501**.

You can find out how to complain and get the necessary application form on the Ombudsman's website at **www.osti.co.za**. We will abide by the decision of the ombudsman.

If you fail to comply with the above time period, you will forfeit your claim and we will have no liability in terms of such claim.

Important information

- The Insured must be informed of any material changes to the details of the Intermediary and the Underwriter
- If a complaint to the Intermediary or Underwriter is not resolved to the satisfaction of the Insured, the Insured may submit the complaint to the Ombudsman for Short Term Insurance. See contact details above
- The Underwriter may not cancel the Insured's policy merely by informing the Insured's Intermediary. There is an obligation to make sure the notice has been sent to the Insured.