

PLATINUM

PAINT TECH AUTO BODY WARRANTY



KIA MOTORS
FINANCIAL SERVICES

www.kia.co.za

KIA PLATINUM PAINT TECH AUTO BODY WARRANTY

Customer Care

For any queries or problems, please contact the administrator on:

0860 734 368

clientservices@regent.co.za

The document in a nutshell

This policy provides you with repair and maintenance solutions for minor car incidents to assist in keeping your vehicle looking like new, maintaining its value and making it much easier to sell – also known as Kia Platinum Paint Tech Auto Body Warranty.

This policy consists of 2 sections:

- 1. Auto Body Insurance :**

This section covers the defined insurance events as stipulated in this policy.

- 2. Auto Body Warranty :**

This section warrants the day-to-day safety and aesthetic maintenance of the vehicle as stipulated in this policy.

This booklet tells you which incidents are covered by the policy and the terms and conditions applicable to this policy.

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You are covered for

Auto Body Insurance

This section of the policy is maintained by the insurer. In return for your payment and providing that you comply with the terms and conditions of this section, the insurer will provide the cover described below.

1. What events are covered – Insurance defined events

The Paint Tech Auto Body Warranty insurance section covers your vehicle for the following damage:

1.1 Windscreen damage

Where your vehicle's windscreen is damaged by impact resulting in a chip on the surface of the windscreen and such damage is repairable, the insurer will be responsible for the cost of the repair. 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 glass components.

1.2 Hail damage

Where your vehicle is damaged by hail and can be successfully repaired by an accredited dent remover or recognised dent removal process for hail damage restoration, the insurer will be responsible for a maximum indemnity dependent on the Option Plan selected, per 12 (twelve) month period of cover in respect of such repair or dent removal.

1.3 Wheel rims and mag wheels

Where only your vehicle's wheel rims or mag wheels are damaged and are repairable, the insurer will pay for the repairs to the damage up to a maximum amount dependent on the Option Plan selected, per 12 (twelve) month period of cover.

1.4 Minor dents

The insurer will pay for repairs to “minor dents” to your vehicle which are within an area not exceeding 15 (fifteen) cm in diameter, dependent on the Option Plan selected. Where any part of the body panel has been ripped or torn, then the damage shall not be defined as a dent and shall not be covered under this policy section.

1.5 Scratches

The insurer will pay for repairs to “scratches” to the bodywork of the vehicle which do not exceed 15 (fifteen) cm in length or diameter and do not extend over more than two body parts, up to a maximum amount dependent on the Option Plan selected.

2. Maximum Indemnity

The maximum amount that the insurer will pay in respect of “Minor Dents” and “Scratches” for any one repair is the amount specified in the table below, dependent on the Option Plan selected. **The total cost of repairs for any one Incident may not exceed this amount and therefore no partial claims will be allowed;** as such cost is not considered to be minor damage and should be claimed for under your comprehensive motor insurance policy.

Example:

If you have selected Plan 1, then the maximum amount for your Option Plan is R2,000. If you have a claim for R3,000, you may not claim for R2,000 and pay the balance of R1,000 to the repairer. Your claim amount must fall within the maximum amount of your Option Plan.

You are entitled to the maximum Plan amount per incident which you have selected in your application and as shown in your schedule.

Option Plan	Maximum Amount Payable
Plan 1	R 2,000 per incident
Plan 2	R 3,000 per incident
Plan 3	R 4,000 per incident

3. Taxis

Where the vehicle described in the schedule is used for the carrying of fare paying passengers - the maximum indemnity in respect of taxis is limited to R2,000 for any one repair and to R8,000 in the aggregate for any one year of insurance. Only the Plan 1 is available for Taxis.

Taxi excess

You will be responsible for the first R250 of each and every incident giving rise to a claim under each of the “Defined Events”, except in the case of “Windscreen Damage” where no excess is applicable.

Auto Body Warranty

This section of the policy is maintained by the maintenance administrator appointed by the insurer. In return for your payment and providing that you comply with the terms and conditions of this section, the insurer will provide the cover described below.

Warranty Benefits

The Paint Tech Auto Body Warranty section aims to maintain the safety and aesthetic appearance of your vehicle as per the defined events.

What events are covered – Warranty defined events

1. Minor Chips, Dents and Scratches

This warranty section protects your vehicle and provides for the restoration of the paintwork damaged as a result of general wear-and-tear arising out of day-to-day driving. This section is limited to the following wear-and-tear to the bodywork of the vehicle stated in the schedule:

- i) Chips that are repairable by means of brush touched techniques.
- ii) Dents within an area not exceeding 3 (three) cm in diameter that are repairable by means of paintless dent removal techniques.
- iii) Scratches that can be concealed by means of brush touch up.
- iv) Tar removal.

Maximum Amount Payable

The maximum amount that the maintenance administrator will pay per repair or restoration is the amount specified in the table below, dependent on the Option Plan selected.

Repair work which falls outside the definition of the warranty benefits does not qualify for repairs under the warranty section and must be claimed for under the Auto Body Insurance, if applicable.

Any repair work in excess of the amount stated in the table below, dependent on the Option Plan selected is not considered to be damage as a result of day-to-day wear-and-tear as defined above and will be for your own cost, or alternatively may be claimed under the Auto Body Insurance portion of this product or your comprehensive motor insurance policy, whichever is applicable.

You are entitled to the maximum Plan amount which you have selected in your application and as shown in your schedule.

Option Plan	Maximum Amount Payable
Plan 1	R 1,000 per incident
Plan 2	R 1,500 per incident
Plan 3	R 2,000 per incident

Frequency of Warranty Benefit

This section entitles you to unlimited chip, dent and scratch removal, as defined in “What events are covered – Warranty defined events” described within the period of the agreement.

2. **Air Conditioner**

An Air conditioner treatment product will be provided to you under the warranty section of this agreement in order to maintain the air conditioner system of the vehicle.

The product is designed to disinfect your Air conditioner system from harmful bacteria, mould and fungi, removing smells and, bad odours, leaving your car smelling fresh while preventing Sick Car Syndrome ("SCS"). The Air conditioner system is coated with anti-bacterial agents and lasts up to 12 (twelve) months.

Air Conditioner Procedure

This maintenance benefit entitles you to receive 1 (one) Air conditioner product per 12 (twelve) month period of cover and if you have selected a term policy, the cover is available for a maximum of 4 (four) years. You will be contacted by the service supplier designated by the maintenance administrator, 6 (six) months after inception and annually thereafter. Re-gassing, servicing and repairs to the air-conditioner are excluded.

3. Vehicle inspection and Wheel alignment benefits

This benefit is a joint benefit and must be redeemed together. You are entitled to receive 1 (one) vehicle inspection and 1 (one) wheel alignment service per 12 (twelve) month period of cover. Monthly agreement clients will only be entitled to the inspection after 6 (six) months.

The Vehicle inspection will cover, but not be limited to, the following:

- i) Tyres,
- ii) Shocks,
- iii) Brakes,
- iv) Battery,
- v) Exhaust,
- vi) Wipers,
- vii) Engine oil,
- viii) Windscreen.

Wheel alignment benefit

This service includes only adjustable setting in respect of front and rear toe, camber and castor adjustment to manufacturers' standards.

To book your Vehicle inspection and Wheel alignment benefit simply call 0861 113 879.

You are not covered for

General Exceptions

The following are general exceptions that apply to the whole policy:

Nuclear risks

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

War and public disorder

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

Specific Exceptions: Auto Body Insurance

The following are specific exceptions that apply to the Auto Body Insurance section of the policy. You will have no cover under this section in respect of:

- i) Any damage falling outside the period of cover.
- ii) Any legal liability whatsoever to any third party.
- iii) Any consequential loss from any cause whatsoever, or any contractual liability which you may suffer or for which you may become liable.
- iv) Mechanical or electrical breakdowns or breakages.
- v) Racing, rallies, hiring, carrying of explosives or trade goods for business purposes, driving instruction for reward, or if the vehicle is in the custody of the motor trade other than for the purpose of its overhaul, upkeep or repair.
- vi) Any loss or damage to third party property or death or bodily injury to passengers or third parties.
- vii) Any loss, damage or liability caused by civil commotion, riot, strike, war, mutiny, military rising, martial law, rebellion, revolution, any act in protest against any State, Government or any government body, or any nuclear or radioactive material.
- viii) Repairs requiring stripping or assembly of parts or bodywork as that is not considered to be "minor dents or scratches" and any repairs exceeding 15 (fifteen) cm in length or diameter will not be covered.
- ix) Repairs to the vehicle that have not started within 90 (ninety) days of the authorisation of the claim.
- x) **Any unauthorised repair work completed by the repairer. You will be responsible for the payment of any unauthorised repair work that was completed by the repairer.**
- xi) **Fraudulent Claims:** Any claim under this agreement, which is in any way fraudulent or materially inaccurate is excluded. In such circumstances all payments made shall be forfeited.

Specific Exceptions: Auto Body Warranty

The following are specific exceptions that apply to the Auto Body Warranty section of the policy. You will have no benefit under this section in respect of:

- i) Any damage that is not defined under "Defined Events".
- ii) Any damage falling outside the time limits of the period of this agreement.
- iii) Any damage exceeding the maximum repair limit as defined.
- iv) Any damage resulting in the replacement of any body panel or part thereof.
- v) Any damage involving accessories, door mouldings, window mouldings, beading, lamps of any sort or any window panel.
- vi) Damage to car radios, sound equipment or car telephones.
- vii) Any loss or damage to tyres.
- viii) Any loss or damage to third party property or death of or injury to passengers or third parties.
- ix) Any pre-existing damage, including rusting or any gradually developing cause.
- x) Any depreciation in value arising from repairs or restoration.
- xi) Any repairs or services outside the Republic of South Africa.
- xii) Re-gassing, servicing and repairs to the air-conditioner.
- xiii) Repairs requiring stripping or assembly of parts or bodywork as that is not considered to be "minor dents or scratches" and will not be covered.
- xiv) Repairs to the vehicle that have not started within 90 (ninety) days of the authorisation of the claim.
- xv) **Any unauthorised repair work completed by the repairer. You will be responsible for the payment of any unauthorised repair work that was completed by the repairer.**
- xvi) **Fraudulent claims:** Any claim under this agreement, which is in any way fraudulent or materially inaccurate is excluded. In such circumstances all payments made shall be forfeited.

Understanding Kia Platinum Paint Tech Auto Body Warranty

Duration of the policy

The period of the policy is as stated in the schedule. The period cannot be longer than 72 (seventy two) months if the payment is financed by a registered Credit Provider and not longer than 48 (forty eight) months where no finance is applicable.

Eligible vehicle

This policy is applicable to the vehicle as described in the schedule, which may be any of the following:

- Private passenger vehicles and light delivery vehicles with a gross vehicle mass of not more than 3 500 kg (three thousand five hundred kilograms), and
- Taxis with a gross vehicle mass of not more than 8 700 kg (eight thousand seven hundred kilograms).

Vehicle exclusions

Motorcycles, four wheeled bikes, scooters, caravans or motor homes, trailers and boats are excluded.

Vehicles used for any of the following purposes are excluded:

- Racing and rallies,
- Hiring,
- Carrying of explosives or trade goods for business purposes,
- Driving instruction for reward, or
- If the vehicle is in the custody of the motor trade other than for the purpose of its overhaul, upkeep or repair.

Commencement of cover and benefits

You will be entitled to the insurance cover and maintenance benefits under this agreement 30 (thirty) days after the date of your signature on the application forms and the cover will run for the full period you have selected, provided that the initial insurance premium and maintenance fees have been paid by you.

Definition of an incident

An incident is defined as the single event or happening in which your vehicle sustains minor scratches or dents. All damages arising from the occurrence must be claimed for simultaneously as damages that have accumulated over time and are due to separate incidents will not be entertained.

You can cancel at any time

You can cancel the policy at any time by notifying the insurer. However, please be aware of the following consequences:

The insurer will refund you the unused part of the premium under the Auto Body Insurance section, provided that no claim is pending or has been paid.

The maintenance portion under the Auto Body Warranty section is non-refundable.

A 30 (thirty) day cooling off period will apply to this policy. The cooling off period does not apply in the event that a claim has been submitted against the policy.

The insurer can cancel too

The insurer can cancel as a result of any breach of this agreement or amend your policy by giving you 30 (thirty) days' notice. The insurer may give you notice in writing by electronic mail, fax or by post to your last known address.

Theft or destruction of the vehicle

If your vehicle is stolen, hijacked and not recovered or damaged beyond repair during the period of this policy, then the policy shall be deemed to have terminated on the date of such occurrence. You will be entitled to a pro rata refund under Auto Body Insurance section of any payments made by you in advance as at that date, provided that no claims have been paid. The maintenance portion under Auto Body Warranty is non-refundable.

You can transfer the policy

Should you sell the vehicle, the unexpired portion of this policy can be transferred to the new owner, subject to the insurer's written approval and provided that the terms and conditions of this policy have been complied with. You must apply to the insurer in writing, providing full details of the new owner of the vehicle. Transfer of the policy is only permissible during the first 3 (three) years of the original policy.

Value added tax (VAT)

All monetary amounts referred to in this policy are deemed to include VAT.

Your responsibilities

What you must do

If you do not follow these conditions, your claim will not be paid:

- i) Care of the vehicle – you must take all reasonable steps to maintain the bodywork of the vehicle.
- ii) Repair – you must obtain authorisation from the insurer prior to the commencement of repairs.
- iii) Repair co-operation – you shall, on the reporting of damage, at the insurer's request or that the insurer's duly appointed representative, ensure that the vehicle is taken to a repairer approved by the insurer.
- iv) Rights – nothing contained herein shall give any rights against the repairer or the insurer to any person other than you.
- v) Misrepresentation – misrepresentation, misdescription or non-disclosure of any material fact shall render this insurance void.
- vi) Damage – the insurer, or the insurer's duly appointed representative, shall be the sole party to authorise or reject claims. You shall allow the insurer, or the insurer's duly appointed representative, access to inspect the vehicle that is the subject of the repair.

Rejection of claim and time bar

- i) You have to provide satisfactory proof of any loss that you claim for.
- ii) If your claim has been rejected or the amount disputed, you have 90 (ninety) days after receipt of the insurer's rejection letter to make representations to the insurer in respect of their decision.
- iii) You have a further 6 (six) months to institute legal action against the insurer after the expiry of the 90 (ninety) days referred to above.
- iv) If you do not serve a summons on the insurer within this period, you will forfeit the right to challenge the insurer's rejection.

How to claim

Your responsibilities

- i) **Contact the insurer's Call Centre at 0861 113 879 immediately when you have a claim, or if maintenance is required.** The Call Centre will direct you to the nearest repairer approved by the insurer.
- ii) You must provide the Call Centre with your policy number before any repair is commenced.
- iii) Where the vehicle is a taxi you will be responsible for the excess as stipulated in the Auto Body Insurance section in respect of insurance claims.
- iv) You must notify us of a claim within 30 (thirty) days of the incident.
- v) **Please see "What you must do" section on page 18 for the full details.**
- vi) You must complete a quality acceptance form on completion of the repair or restoration work.

Note: You will be responsible for the payment of any unauthorised repair work completed by the repairer.

The legal stuff

Consent to disclosure of your private information

The sharing of claims and underwriting information (including credit information) by insurers is essential to enable insurers to underwrite policies, assess risks fairly and reduce the incidence of fraudulent claims. In the public interest and with a view to limiting premiums, any insurance or claims information supplied by you or on your behalf in respect of any insurance application or claim made or lodged by you, might be disclosed by the insurer to any other insurance company or its agent.

The South African Insurance Association (SAIA) has created a shared database for storing insurance information of policyholders. The insurer will store the insured's information in the shared database to verify any underwriting information against legally recognized sources or databases.

Fighting insurance fraud will benefit you, because fraud affects the evaluation and determination of risks by insurers, and it affects you directly as it leads to higher premiums.

1. Your right to privacy

Your right to privacy is a fundamental element that must be taken into consideration however it is restricted to certain limits. These limits include cases where the parties have a legal interest in that information. In terms of South African law, the insurer may disclose and/or receive information to prevent fraud and to underwrite risks fairly.

2. Your authorisation to the insurer

- 2.1. You acknowledge 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 keep premiums as low as possible.
- 2.2. On your behalf and on behalf of any person whom you represent, you waive the rights to privacy for any underwriting and claims information for any insurance policy or claim made by you or on your behalf.
- 2.3. You consent to such information being stored in the shared database and used as set out above.
- 2.4. You consent to such information being given to any insurer or its agent.
- 2.5. You consent to any underwriting information being verified against and shared with legally recognized sources or databases.

FAIS disclosure notice

Disclosures required in terms of the Financial Advisory and Intermediary Services Act 37 of 2002 ("FAIS")

Details of the intermediary and the insurer

Details	Intermediary	Insurer
Name Company reg. no.	Kia Financial Services, a division of LiquidCapital (Pty) Ltd 2001/012511/07	Regent Insurance Company Limited 1966/007612/06
Status	LiquidCapital (Pty) Ltd (FSP no. 6210) is an authorised financial services provider	Regent Insurance Company (FSP no. 25511) is an authorised financial services provider
Physical address	140 Boeing Road East, Elma Park, Edenvale, 1610	146 Boeing Road East, Elma Park, Edenvale, 1610
Postal address	P.O. Box 851, Edenvale, 1610	P.O. Box 674, Edenvale, 1610
Telephone no.	011 663 7000	0860 734 368
Facsimile	011 454 5915	011 574 2828
Website	www.liquidcapital.co.za	www.regent.co.za

The intermediary

- a) The intermediary has been given a mandate to act on behalf of Regent.
- b) The intermediary does not have a shareholding in the insurer but the intermediary is however a subsidiary of Imperial Holdings (Pty) Ltd, the holding company of the insurer.
- c) The intermediary has not received more than 30% of total insurance remuneration, including commission, from the insurer in the preceding year.
- d) The intermediary holds Professional Indemnity Insurance.
- e) Commission payable:
 - 12.50% (Incl. VAT) paid by Regent Insurance.

Claims procedure

- a) In order to claim, contact Regent on 0861 113 879.
- b) Regent must be notified within 30 (thirty) days of the claim event.
- c) If you are not satisfied with the outcome of your claim, you may write to the Complaints Department of Regent at any of the addresses above within 90 (ninety) days of the claims decision.
- d) If you are still not satisfied, you have an additional 6 (six) months after expiry of the 90 (ninety) days to institute legal action against Regent.
- e) You also have recourse to the Ombudsman for Short-term Insurance at P.O. Box 32334, Braamfontein, 2017.

Complaints process

1. Complaint about the policy

- a) If you have a complaint about this policy, first try to resolve it with your Intermediary. If the matter cannot be resolved, you can submit a complaint in writing to the Regent Complaints Department at any of the addresses above, or on telephone: 0861 268 378, fax: 011 579 3599 and email: complaints@regent.co.za.
- b) If the matter is not resolved to your satisfaction by Regent, you may submit your complaint in writing to the Ombudsman for Short-term Insurance at P.O. Box 32334, Braamfontein, 2017. The Ombudsman may also be contacted on telephone: (011) 726 8900, fax: (011) 726 5501 and email: info@osti.co.za.

2. Complaint about how the product was sold

If you have a problem with the way the product was sold to you, the disclosures that were made to you or the advice that was given to you by the Intermediary, you must contact the Intermediary. If you are not satisfied with the reply, you may submit your complaint in writing to the FAIS Ombud at P.O. Box 74571, Lynwood Ridge, 0040. The Ombud may also be contacted on telephone: 0860 FAISOM (324 766), fax: (012) 348 3447 and email: info@faisombud.co.za.

3. Compliance Officer

The compliance officer of Regent may be contacted at any of the contact addresses of Regent mentioned above. In addition the compliance officer can be contacted by email at compliance.st@regent.co.za.

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. Disclose all material facts accurately, fully and properly. 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. Do not sign any incomplete or blank documents. No person may insist that you do so.

Important notice in terms of section 49 of the act

In terms of section 49 of the Consumer Protection Act no. 68 Of 2008 ('the act'), we wish to draw your attention to the following specific provisions.

Warning: the irresponsible, unauthorised or general use or abuse of the vehicle in contravention of any law, producers' recommendations contained in the owner's manual or this agreement or the failure, refusal or neglect to maintain the vehicle in accordance with the producers recommendations or instructions contained in this agreement, may result in harm.

Instructions: to avoid any harm it would be in your best interest to use the vehicle responsibly, with the necessary licence, in accordance with any law and the provisions contained in this agreement and to maintain the vehicle regularly in accordance with the producers recommendations contained in the owner's manual and this agreement.

Indemnity: we may not be held responsible by you or any person on your behalf for any harm as a result of a defect of any part if you have in any manner contravened the warning and instruction contained in the agreement or failed to comply with any obligation in terms of this agreement.

Acknowledgement: you confirm that you have read and understand this important notice, that you are bound by the provisions thereof and that you have signed the notice at your own free will. You further confirm that you have been expressly informed of the provisions of:

- Period of agreement,
- What is covered and what is not,
- The right to terminate the agreement and
- Your obligations

You have had a proper opportunity to consider the implications of this agreement and you enter into this agreement out of your own free will and without any undue influence by us or any of our employees.

Signature:
Customer

Signature:
Dealer (Intermediary)



KIA MOTORS
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POWERED BY

LIQUIDCAPITAL

SERVICE PLAN | MAINTENANCE PLAN | EXTENDED WARRANTY | ROADSIDE ASSISTANCE | CAR INSURANCE PRODUCTS & QUOTES

WE ARE **IMPERIAL**™ 

LiquidCapital (Pty) Ltd. an Authorised Financial Services Provider FSP 6210

Underwritten by Regent Insurance Company Ltd. a licensed short-term insurer, company reg. no.: 1966/007612/06 and an authorised Financial Services Provider, FSP licence 25511.