

**MERCEDES-BENZ SOUTH AFRICA 12 MONTHS COMPLIMENTARY INSURANCE
(A-Class, CLA-Class & GLA-Class SPECIFIC)**

Mercedes-Benz South Africa Limited will be entitled to determine at its sole discretion, the Customer's eligibility to participate in the offer and the Customer must meet all of the conditions set out below:

1. DEFINITIONS

"Vehicle" shall mean a new vehicle manufactured by Mercedes-Benz, as per the vehicle list below:

Model
A-Class Hatch
A Class Sedan
CLA Coupe Pre FL
CLA Facelift
GLA

- 1.1. **"MBSA"** shall mean Mercedes-Benz South Africa Limited with registration number 1962/000271/06;
- 1.2. **"Agents"** – shall mean MBSA Authorised Agents;
- 1.3. **"MBFS"** shall mean Mercedes-Benz Financial Services South Africa Proprietary Limited with registration number 1996/015840/07;

- 1.4. **“Customer”** shall mean the party purchasing a Vehicle on the MBFS Finance Campaign, approved by Discovery Insure to receive the Complimentary Insurance
- 1.5. "MBFS Finance Campaign" shall mean the finance offers available at MBFS on the specified Vehicles manufactured by Mercedes-Benz, valid until 31 March 2025.

2. THE OFFER

The Customer will be eligible to qualify for the Offer:

- 2.1. on the date of signature of the sale agreement for the Vehicle only.
- 2.2. If the Vehicle is financed through the MBFS Finance Campaign, subject to a Credit Assessment and qualifying for Credit.
- 2.3. The Customer must accept the Discovery Terms and Conditions provided
- 2.4. Customer must sign the terms and conditions from MBSA, MBFS and Discovery Insure’s policy documents and comply with their terms and conditions.
- 2.5. Notwithstanding the Customer being Eligible or not to qualify for the Offer, the Offer shall always be subject to approval by Discovery Insure, based on their underwriting criteria.

3. BENEFIT

Qualifying Customers will receive:

- 3.1. An initial 12-month complimentary Comprehensive Motor Insurance, underwritten by Discovery Insure to a value not exceeding R30 000, the insurance premiums of which will be paid for by MBSA for and on behalf of the Customer (the **“Benefit”**).
- 3.2. Will be activated for the initial 12 months from date of policy activation by Discovery Insure.

4. STEPS TO RECEIVE THE BENEFIT

- 4.1. Participation in the Offer is optional.
- 4.2. The Customer may indicate their interest in the Benefit by informing the Agent prior to signature of the Sale Agreement for the Vehicle.
- 4.3. If the Customer is Eligible they will receive an Insurance Proposal and Policy Wording that must be accepted in writing by the Customer.
- 4.4. The Customer will receive an email confirmation with a Valid Application Number confirming the activation of the Benefit.
- 4.5. The Offer will take effect on the date that Discovery Insure confirms the Comprehensive Insurance.
- 4.6. The Customer agrees to be contacted by MBFS for the purpose to offer insurance provided by Discovery after the 12 month period.

5. LIMITATIONS

- 5.1. The value of the Complimentary Insurance shall not exceed R30 000 per annum.
- 5.2. The offer excludes any vehicle that is not on the specified list of Vehicles that apply.
- 5.3. MBSA will pay the Comprehensive Insurance premiums for 12 months directly over to the insurance partner, being Discovery Insure, where a Customer has satisfied the underwriting criteria of Discovery Insure.
- 5.4. The Customer will be responsible for payment of the insurance premiums after the initial 12-month complimentary period.
- 5.5. The Customer must either renew the policy with Discovery Insure or enter into a new policy with another preferred insurer on the anniversary of the 12 months. Failure will lead to the Vehicle not being insured after the initial 12-month complimentary period, and neither MBFS, nor MBSA will be liable for any damages suffered by the Customer due to such failure.
- 5.6. The Benefit cannot be exchanged or converted to cash, nor may the Customer sell, issue, exchange, transfer to, or barter the Benefits with any third party.
- 5.7. The Customer will bear all risk and liability for any Benefit received in terms of this offer and to the extent that there is any dispute regarding any insurance claim, such dispute must be settled between the Discovery Insure and the Customer directly.
- 5.8. The Offer, and the insurance cover, contemplated herein is subject to written approval by Discovery Insure.
- 5.9. The insurance contemplated herein is, and shall remain subject to Discovery Insure's terms and conditions, as may be amended from time to time.
- 5.10. The value of the offer will not exceed R30,000 per annum.
- 5.11. Any credit due will be for the benefit of MBSA.
- 5.12. For the avoidance of doubt, if the value of the Complimentary Insurance (subject to insurance risk rating), exceeds R30,000 per annum, the Customer will be liable for payment of such excess amount to Discover Insure directly.
- 5.13. The Customer acknowledges and agrees that in addition to complying with these Terms and Conditions, the Customer must also comply with the Insurance Policy.
- 5.14. The Customer will bear all risk and liability for any Benefit received in terms of the Offer and to the extent that there is any dispute regarding any insurance claim, such dispute must be settled between the insurer and the Customer directly.

6. TERMINATION

MBSA may end the Customer's participation in the Offer at any time and for any reason, on notice to the Customer including on the following reasons:

- 6.1. MBSA believes the Customer's behaviour was inappropriate, constituted misconduct, fraud, and/or is an abuse of the Benefit.
- 6.2. The Customer presents or supplies MBSA, MBFS or Discovery Insure with incorrect or false documents.
- 6.3. The Customer breached these, or any other Terms and Conditions relevant to the Benefit.

- 6.4. There are changes in legislation that makes it necessary to terminate the Offer.
- 6.5. The Customer may inform MBSA at any time that the Customer no longer want to participate in the Offer.
- 6.6. The Customer may inform Discovery, at any time, that they no longer want to participate in the Offer, by sending the request in writing.
- 6.7. Any change of the identity of the Customer through whatever cause will terminate the Offer without further notice.
- 6.8. If the agreement between MBFS and/or MBSA and Discovery Insure, in respect of the insurance product contemplated herein, is terminated for any reason whatsoever.
- 6.9. Any policy provided in the offer will lapse after 12 months from date of policy activation.

7. DISCLAIMERS AND EXCLUSIONS OF LIABILITY

- 7.1. Neither MBSA nor MBFS is responsible for any loss or damage, including consequential loss or damage (Loss), due to the Customer participation or cancellation in the Offer or using a Benefit.
- 7.2. Except as required by any applicable laws, neither MBSA nor MBFS makes any representations or warranties about Benefits of any kind, express or implied, including any warranties as to fitness for a particular purpose.
- 7.3. The Customer's dealings with Discovery Insure, except for payment of the Benefit for 12 months (subject to the provisions of this document), delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the Customer and Discovery Insure.
- 7.4. The Customer must comply with the Discovery Insure's Terms and Conditions. The Customer agrees that MBFS will not be responsible or liable for any loss or damage of any sort incurred as a result of any such dealings.
- 7.5. The Customer agrees to indemnify MBSA and MBFS against any loss or damage MBSA and/or MBFS may suffer as a result of reliance on any warranty, representation or information given by the Customer in relation to these Terms or the Customer's breach of these Terms or any applicable laws.

8. VARIATION

- 8.1. MBSA may in its sole and absolute discretion from time to time amend, replace or substitute the Offer, or suspend or terminate any of the preferred insurers or any aspect thereof or the Terms and Conditions relating thereto despite such action affecting Benefits already accumulated.
- 8.2. MBSA will give notification of such amendment by any means of communication, including mail, statement, facsimile, e-communication or through any other medium that MBSA may deem fit.

9. GOVERNING LAW

- 9.1. South African Law governs this Offer and the Terms and Conditions.

10. DATA PROTECTION

- 10.1. The Parties process personal data during the execution of the Insurance. The parties are responsible for the admissibility of the collection, processing and use of Personal Data. The Parties must ensure that the pre-requisites under any data protection law are complied with.
- 10.2. The Parties shall only collect, process or use personal data for the purpose of this offer.
- 10.3. All Personal Data or other information of each Party shall remain the property of the Party disclosing such Personal Data or other information and shall be returned to the Party disclosing such Personal Data or other information upon the termination of this Agreement.

11. DATA SECURITY

- 11.1. The Parties shall take reasonable steps to ensure effective protection of all Personal Data against the access by unauthorized third parties. The Parties shall ensure compliance with any conditions placed on them by this Agreement.
- 11.2. The Parties shall ensure that all Personal Data remains confidential and that its integrity is not compromised.
- 11.3. The Parties shall immediately inform each other of any possible breach of Personal Data where there is a reasonable belief that access was obtained by an unauthorized third party.

12. COMMUNICATION

- 12.1. MBSA, MBFS and Discovery Insure shall use the contact details provided by the Customer to communicate with the Customer, to which the Customer provides its consent by participating in the offer contemplated herein. It is the Customer's responsibility to make sure that the contact details at MBSA, MBFS and Discovery Insure are current and valid.
- 12.2. MBSA and MBFS are not liable for any loss, of any nature, the Customer may suffer because of the contact details not being current or valid.

13. SEVERABILITY

If any of the Terms and Conditions in these Terms are found to be invalid or unenforceable, such Terms and Conditions will be severable from the remaining Terms and Conditions, which will remain in full force and effect.

14. PRECEDENCE OF OTHER AGREEMENTS

These Terms and Conditions should be read together with any other general terms and conditions or any agreement that the Parties may have entered into in relation to the subject matter set out in this document. If there is any inconsistency between this Terms and Conditions and such other agreement, that agreement will apply in so far as the inconsistency exist.

Statutory Disclosures

The Financial Advisory and Intermediary Services Act (FAIS) was enacted for your benefit. This disclosure notice relates the details of your Financial Services Provider and Product Supplier.

You are entitled to this information and should you experience any difficulties in obtaining required details, please contact your Financial Services Provider or nearest Product Supplier office for further assistance.

The Intermediary

FSP Name:	Mercedes Benz Financial Services South Africa (Pty) Ltd (Registration number 1996/15840/07)
FSP Licence Number:	18604
Address (Postal & Physical):	210 Aramist Ave, Waterkloof Glen, Pretoria, 0010 P O Box 1717, Pretoria, 0001
Telephone Number:	0861 324 653
Fax Number:	(012) 660 7219
Email Address:	mbfsenquiries@mercedez-benz.com
FSP License Categories:	Category 1: Short-term Insurance Personal Lines, Personal Lines A1 and Commercial Lines : Advice and Intermediary Services
Financial Products:	Short Term Motor Insurance
Authority:	MBFS and the Selling FSP are acting in terms of a written mandate from the Insurer
Professional Indemnity Cover:	MBFS South Africa has suitable Professional Indemnity guarantees in place
Noting of Interest:	MBFS does not hold any of the Insurer's shares. MBFS received more than 30% of its total insurance remuneration, including commission during the preceding 12 months from the Insurer.
Compliance Officer Details:	Nirishi Trikamjee ; NFS Group
	138 Kelvin Drive, Morningside, Johannesburg
	(011) 064 1672; email: nirishi@nfsgroup.co.za

The Product Supplier

FSP Name:	Discovery Insure (Ltd)
FSP Licence Number:	46336
Address (Postal & Physical):	1 Discovery Place, Sandton, 2196 PO Box 3888, Rivonia, 2128
Telephone (General & Claims):	0860 751 751
Email Address:	insureinfo@discovery.co.za
Compliance & Complaints Contact:	compliance@discovery.co.za / insurecomplaints@discovery.co.za

Should you be dissatisfied with any aspect of the service/s performed by the Product Provider or their Intermediary, details of the relevant Regulatory body (Ombud) and the process to be followed can be found in your policy schedule