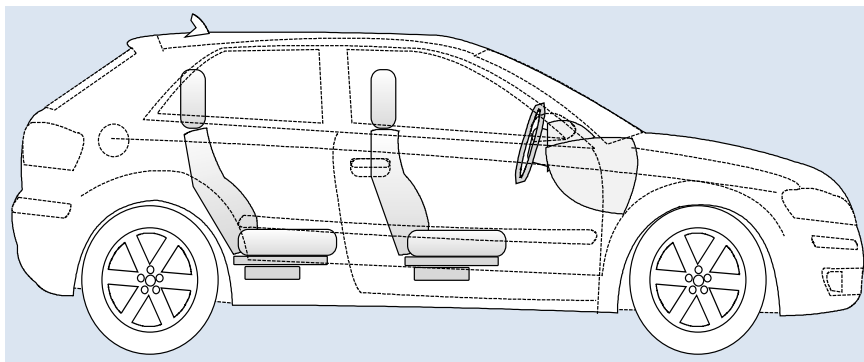


# FURY

## BODYLINE PROTECT



### BODYLINE PROTECT AGREEMENT

Fury Bodyline Protect is a unique Service Plan to keep your vehicle in showroom condition. Keeping your vehicle in tip top condition takes time, and costs endless amounts of money, especially those little annoying dents and scratches which over time accumulate in parking lots and shopping malls. Not to mention the eyesore of a stone chipped bonnet.

The Fury Bodyline Protect Plan is unique in the fact that we use traditional panel shops only approved by ourselves and fully equipped mobile units, staffed by qualified technicians that will ensure your vehicle is serviced in the highest standard.

We attach your documentation and wish to point out that Benefits are based on a Specific Vehicle relating to the benefits granted as reflected on the Fury Bodyline Protect Plan. The Benefits and Exclusions are clearly stated in this Agreement. This Agreement together with any other Endorsement and any other information provided by you is a Legal Contract between you and us, so please read through these documents carefully to ensure that you understand what is expected in respect of using the Fury Bodyline Protect Plan and the validity of the benefits you have.

If there is anything that is not clear, or should you require any further information please contact your original selling agent.

The official version of this document is in English only.

#### **Eligible Vehicles**

The Plan may only be purchased for Passenger Vehicles, SUV'S, mini busses, club cabs and double cabs, which are used for social, domestic and pleasure purposes and travelling to and from your place of work, but excludes vehicles used to carry trade goods for business purposes.

## **GENERAL AGREEMENT AND DEFINITIONS**

In return for payment and subject to the terms and conditions stated in this agreement you are eligible for benefits as per this Agreement. The Plan is applicable to the Specific Vehicle only.

### **1. Ambiguity**

References to the masculine gender include the other genders and *vice versa*. References to the singular shall include

### **2. Appointments**

Utilisation of Benefits is on an appointment basis only, Failure to keep the appointment, will result in the service being rescheduled for the following month providing your Benefit and Bodyline protect Agreement is still valid.

Profusion Administrators strive to service all customers in the shortest possible time and cannot be held liable for damage that extend beyond the specifications from the date of booking the appointment to the date the service is fulfilled, especially damage to windscreens.

Please note that if the mobile unit needs to go further than a 20km radius from any Fury Dealership it would be preferred that the vehicle be brought in to the nearest Fury Dealership.

### **3. Bodyline Protect Benefits**

#### **Benefits applicable for:**

Stone Chips ✓

Scratches ✓

Paintless Dent Removal (PDR) ✓

Windscreen Chips ✓

Windscreen Scratches ✓

Tar Removal ✓

### **4. Cancellation of Bodyline Protect agreement**

This Agreement may be cancelled by you or by us giving thirty (30) days written notice (or such other period as may be mutually agreed) to the last known address. We may cancel the Bodyline Protect Agreement at any time, giving 30 (thirty) days written notice (or such other period as may be mutually agreed) to your last known address or by you giving immediate notice. On cancellation by you, we shall be entitled to retain the customary short period or minimum fees for the period the Bodyline Protect Agreement has been in force.

On cancellation by us, you shall be entitled to claim a pro-rata proportion of the fee paid for the remainder of the period of the Bodyline Protect Agreement from the date of cancellation.

### **5. Commencement of Benefits**

You will only be entitled to utilise benefits under this Agreement 30 (thirty) days after the date of your signature on the application form provided that the Fury Bodyline Protect fees have been paid by you.

### **6. Conventional Metal**

Steel or Aluminium is in terms of this Agreement classified as conventional metal. Plastic, fibre glass and similar materials are specifically excluded. All vehicles qualify for the Plan provided they are built from conventional metal.

## **7. Credit Agreement**

A legally enforceable Credit Agreement as defined in the National Credit Act No. 34 of 2005 the subject matter of which is a Vehicle for which you have arranged benefits under this agreement.

## **8. Credit Provider**

Credit Provider is the Institution stated in the Fury Bodyline Protect Schedule, who supplied goods or services under a discount transaction, incidental credit agreement, instalment agreement, or the lessor under a lease.

## **9. Discrepancies**

Should any discrepancies arise between this agreement and any literature received in connection with the Fury Bodyline Protect Agreement by you, the Definitions, Conditions, Exclusions, Terminations, the Fury Bodyline Protect schedule and any Endorsements of this Agreement will govern in all cases.

## **10. Period of this Agreement**

Benefits are for 24 Months.

## **11. Exclusions**

Any vehicles used for car rental, as a taxi, or carriage of fare paying passengers, racing speed or other contests, rallies, trials, use on any race track are not eligible under the Fury Bodyline Protect Plan.

## **12. Fees**

The payment due to us (paid by you) for benefits under the Fury Bodyline Protect Plan.

## **13. Fee Payment**

All fees are payable in advance for the option chosen and must be paid upfront on inception of the agreement.

### *Incorrect Calculations of Fees*

In the event that the fees actually paid to the administrator is incorrect so that it is in fact insufficient to pay for the benefits as set forth in the Fury Bodyline Protect Schedule then: a. written notification thereof shall be sent by us to you and the Credit Provider; b. the error may be corrected and subject to payment of the additional fees, the full benefits will be maintained; or c. if no adjustment is effected within 30 (thirty) days of the date of the original proposal as reflected in the proposal and schedule, the administrator's liability shall be reduced by the ratio which the shortfall of the fees bears to the total payment due.

## **14. Service Administrator**

The service benefits are provided by an approved Fury Bodyline Protect service administrator.

## **15. Fury Bodyline Protect Service Usage**

The plan is valid to be used on a once a month basis only, regardless if one or all of the benefits have been utilised. The following limitations are applicable:

### **Maximum Benefits Limit Applicable for:**

The maximum amount that the policy will pay per repair or restoration is R2750.(Two thousand seven hundred and fifty rand)inclusive of VAT. Any repair or restoration work in excess of R2750 (two thousand seven hundred and fifty rand) is not considered to be minor maintenance damage and must be claimed under your motor insurance policy.

When the motor vehicle is brought in for maintenance to the paint or body under this plan you may not select to have repairs or restoration carried out on only certain damages on the motor vehicle as all restoration damage to the body panels will be taken into account when calculating the cost or repair.

Annual Service Limit is R5 500.00

## **16. Period of this Agreement**

All fees are payable in advance. Benefits are for 24 (twenty four) months as specified on the Plan at the start of this Agreement.

## **17. Refund of Fees**

Cancellation due to poor workmanship will be granted on a pro rata basis provided the correct procedures have been followed. The refund will be calculated in accordance with the administrator's rates, which vary from time to time. No refund shall be paid if any benefit has been claimed under the agreement, or if the refund due is less than R200. If the Fury Bodyline Protect Agreement was financed the pro-rata refund will be credited to your Credit Agreement.

## **18. Recording calls**

We may record our telephonic conversations. We do this to:

- provide a record of the instructions we have received from you;
- allow us to monitor quality standards;
- help us with staff training; and
- meet legal and regulatory requirements.

## **19. Rights**

Profusion Administrators reserves the right to accept or refuse benefits granted under this Fury Bodyline Protect Agreement. In the event of Profusion not accepting an application a full refund will be provided as detailed in refund of fees above.

In terms of any discrepancies on the work done by any of the approved suppliers, due to the guarantee granted by these suppliers, a second opportunity must be granted so as to resolve the matter.

## **20. Taxes**

All fees payable are inclusive of all taxes at the current ruling rate.

## **21. Transfer of Fury Bodyline Protect agreement**

The Fury Bodyline Protect Agreement is transferable on approval from Profusion Administrators under the following conditions:

- a. The Fury Bodyline Protect Agreement is transferable to a new vehicle should the vehicle for which the Fury Bodyline Protect Agreement was issued be written-off or stolen. The remainder of the contract will be transferred to the replacement vehicle.
- b. The Fury Bodyline Protect Agreement is vehicle specific and may be transferred to the new owner if sold.
- c. All transfer requests must be submitted to [traceydecock@mweb.co.za](mailto:traceydecock@mweb.co.za) detailing the reason for the request and the changes that would need to be implemented if approved.

## **22. Territorial Limits**

Benefits are limited to the Republic of South Africa. The agreement is subject to South African Law and any payment shall be in South African currency.

## **23. You, your**

The person or entity named in the application form.

## **DEFINED BENEFITS**

The Fury Bodyline Protect maintenance protects your vehicle, providing for restoration of the paintwork damage as a result of general wear and tear arising out of day-to-day driving. The maintenance is limited to the following wear and tear to the bodywork of the vehicle stated in the application form.

### **1. Stone Chips**

The small chip in the clear coat and top coat of the vehicle (e.g.: caused by a small stone while driving). These chips will be brushed touched by hand to match the existing color.

Exclusions:

- Stone chips exceeding 5mm in diameter.
- No spray painting will be done on the vehicle.

Stone chips can be a major cause of rust. When rust starts, it is almost impossible to stop, so it is strongly suggested to have your stone chips repaired regularly. Please note that if spray painting needs to be done it will be at the sole discretion of the administrator.

### **2. Scratch Repairs**

Minor scratches not exceeding 75mm that can be concealed by means of brush touch or removed by polishing a specific area and not the entire vehicle will be repaired.

## **Exclusions**

- No scuffs or series of scratches will be repaired.
- No buff and polish

### **3. Paint less Dent Removal (PDR)**

PDR removes dents and dings (e.g.: made by trolleys, other motor vehicle doors) from vehicles without affecting the original factory finish providing they are made of conventional metal. Skilled technicians use specially designed tools to reform body metal back to its original condition.

Only dents requiring this technique of removal and within a diameter of 30mm are considered repairable.

Exclusions

- Dents where the paintwork is damaged or the metal is stretched is considered irreparable by this technique, conventional panel beating is advised.
- No spray painting or panel beating will be done on vehicles.
- Hail damage is not covered.

### **4. Minor Dents**

An area not exceeding 30mm (thirty millimeters) in diameter that can be removed with a paintless dent removal technique. Where any part of the body panel and or plastic /vinyl, hardened rubber trim has been ripped or torn the damage shall be defined as a “dent” and shall not be repaired or restored under this plan. For the purposes of this plan a dent that exceeds over 2(two) or more adjacent body panels is excluded from this plan.

### **5. Windscreen chips / cracks**

Windscreen cracks where the run on the windscreen is less than 100 mm in length, or a chip with a diameter less than 16mm or a 10c coin are covered by this Fury Bodyline Protect Agreement. Any cracks or chips that exceed these specifications will not be eligible for repairs.

### **6. Tar Removal**

Tar on your vehicle results in your vehicle always looking tardy irrespective of how many times you wash it. Tar in general is quite difficult and almost impossible to remove with normal cleaning. Our repairers are trained and equipped with specialised equipment to remove Tar from your vehicle without damaging the paintwork.

### **7. Wheel Alignment**

You will be entitled to one wheel alignment benefit in order to manage tyre life of the tyres fitted to the vehicle in respect of day-to-day wear and tear. Getting your alignment checked assists with early warning of any other suspension problems you may have before they become serious, and can add up to 10 000kms to tyre life.

Wheel Alignment Service Procedure:

This service benefit entitles you to receive 1 (one) wheel alignment benefit after the expiration of 12 (twelve) months sequentially for the duration of the period of the Agreement.

You will be contacted by the service administrator's designated service supplier twelve months after inception and referred to a supplier who is able to provide you with this service benefit.

You will enjoy an unlimited number of repairs or restoration during the period of this agreement provided that the repair or restoration costs does not exceed the maximum amount for repair or restoration as defined in this agreement.

#### Specific Exclusions

There will be no benefit under this agreement in respect of:

- Any damage that is not defined under "definitions and benefits"
- Any damage falling outside the time limits of the period of this agreement.
- Any damage exceeding the maximum repair limit as defined
- Any damage resulting in the replacement of any body panel or part thereof
- Any damage involving accessories, door mouldings, window mouldings, beading, lamps of any sort or any window panel.
- Damage to car radios, sound equipment or car telephones.
- Any damage to tyres
- Damage to stickers
- Any damage to third party property or death of or injury to passengers or third parties.
- Any pre-existing damage, including rusting or any gradually developing cause
- Any depreciation in value arising from repairs or restoration
- Any repairs or services outside the Republic of South Africa

#### FURY BODYLINE PROTECT CLAIMS PROCEEDURES

In the event of damage requiring maintenance or restoration as defined you must:

- Contact Profusion Administrators immediately on 011 6755130.

Profusion will firstly direct you to a repairer for an assessment to take place, if you are outside the geographical area, you may make use of your own supplier, and if this is the case Profusion may require 3 quotes for confirmation of order.

- Complete a quality acceptance form on completion of the repair or restoration work.
- Please note that appointments are only scheduled during the week between 9am-4pm

#### Note

**You will be responsible for the payment of any repair or restoration work completed by the repairer that falls outside the scope of this agreement.**

**This is not an insurance product but a redeemable plan on presentation of a valid agreement number.**