

fraudulent or misleading claim. **We** may also inform the police. To prevent fraud, insurers sometimes share information. Details about your service agreement application and any claim **you** make may be exchanged between insurers.

#### G. DATA PROTECTION

Both **we** and the **administrator** hold personal information about **you** in order to administer **your** service agreement, to process any claims You may make, to comply with regulatory requirements and to prevent fraud. Both **we** and the **administrator** may need to disclose information about you to one or more service agreement companies, assessors, regulatory authorities or fraud prevention agencies.

#### H. LAW

This agreement is subject to the Law and practice of the Republic of Singapore, and to the exclusive jurisdiction of the Singaporean courts.

#### I. CANCELLATION

**We** hope you are happy with the cover this Service agreement provides. However, if after reading this agreement wording, this Service agreement does not meet with **your** requirements, please return it to the supplying dealer within 14 days from the date of issue and they will refund **your** premium and notify **us**. No refund of premium will be made for cancellation after this period. Please note that this is only possible provided that no claim has been made and you do not intend to make a claim.

#### J. PREMIUMS AND CLAIMS – YOUR RIGHTS

Personal Data held on customers may be used for research and statistical purposes but only with the explicit consent of the customer would this take place.

To assess the terms of the agreement or handle claims which arise, **we** and the **administrator** may need to collect data which the Data Protection Act defines as sensitive (such as medical history, criminal convictions or employment records). Data protection laws impose specific conditions in relation to sensitive information including, in some circumstances, the need to obtain your explicit consent before such information is processed. When you apply for this service agreement, consent is given to the processing and transfer of information described in this notice by us and the **administrator** and our agents. Without consent, **we** would not be able to offer this service agreement.”

## PAINT AND DENT PROTECTOR PROGRAM COVER Terms and Conditions

**IMPORTANT – CLAIMS PROCEDURE – IN ORDER TO CLAIM YOU MUST CONTACT THE ADMINISTRATOR PRIOR TO ANY WORK BEING CARRIED OUT AND WITHIN 14 DAYS OF THE INCIDENT THAT CAUSED THE DAMAGE OCCURRING – ANY WORK CARRIED OUT WITHOUT AUTHORISATION WILL NOT BE COVERED AND WILL RENDER THE CLAIM INVALID.**

**WHERE A PAINT & DENT PROTECTOR PROGRAM REPAIR CANNOT BE ACHIEVED, THE VEHICLE WILL REQUIRE A BODY SHOP REPAIR. BODYSHOP REPAIRS ARE NOT COVERED BY THIS SERVICE AGREEMENT.**

#### INTRODUCTION

PAINT & DENT PROTECTOR PROGRAM REPAIR provides cover for **your vehicle** against **scratches, minor dents** and **scuffed bumpers**;

#### A. DEFINITIONS

Certain words throughout this document are defined words and are shown in bold print.

**Administrator:** Cycle & Carriage Mercedes-Benz

**Application:** any written or oral declaration together with any additional information **you** may have supplied to **us** in support of **your** application for this agreement.

**Approved Repairer:** a repairer appointed by **us** to undertake repairs to the **vehicle**

**Claims Limit:** The maximum number of claims and the maximum amount for a single claim and in aggregate, that can be made during the **period of cover** shall be as follows

Term	No of claims	Single Claim	Aggregate Claim
12 Months	3	1,500	3,000
24 Months	6	1,500	6,000
36 Months	9	1,500	9,000

No more than 3 repair requests can be submitted per annum.

**Cost Of Repairs:** the usual charges for repair to the **vehicle** in the event of **Minor Repair Damage** which can be described as a PAINT & DENT PROTECTOR PROGRAM repair, exclusive of any part of such charges that may exceed the claim limit that applies to this Agreement; subject to the **maximum claim** limit.

**Day-to-Day Motoring:** use of the **vehicle** for social, domestic and pleasure purposes including journeys to and from a permanent place of work.

**Damage:** a sudden and unforeseen event resulting in accidental damage to **Your Vehicle**.

**Expiry Date:** the date cover ceases as specified in **your service agreement schedule**.

**Geographical Area:** Singapore.

**Ineligible Vehicles: vehicles** ineligible for service agreement, any commercial **vehicle**, rental **vehicles**, emergency **vehicles**, taxi, bus, truck, motorcycle or **vehicle** used for dispatch or hire and reward, driving schools, road-racing, rallying, pace-making, speed testing or any other competitive event

**Mileage Limit:** the **Vehicle** must not exceed an additional 30,000 kms per annum from the registered recorded mileage as at the **Start Date** during the **Period of cover**.

**Minor Repair Damage:** a sudden and unforeseen event resulting in accidental damage to **your vehicle**, which can be described as one of the following: **minor dents, light scratches, heavy scratches, or scuffed bumpers**, but excluding body shop repairs;

- **Light Scratches** (such as a “hedge scratch”) – Means a scratch that is visible but not deep enough to be able to feel to the vehicle body panel not exceeding 15 cm in length and not extended over more than 2 adjacent body panels

- **Heavy Scratches** (where you can nick your fingernail on the scratch) – Means a visible scratch to the vehicle body panel not exceeding 15 cm in length and not extended over more than 2

adjacent body panels and excludes the bonnet, the roof and the boot

- **Minor Dent** – Means a dent to a metal body panel not exceeding 15 cm in diameter where such panel has not been ripped, perforated or torn and where the dent is not within 3 cm of the edge of the panel

- **Scuffed Bumpers** – Means damage up to 15 cm in diameter, 3mm in depth and sitting within 1 body panel

**Period of cover:** Your service agreement commences on the start date shown in **your service agreement schedule** and ends as soon as any of the following events occur;

1. The expiry date or mileage, as shown in **your service agreement schedule** is reached;

2. **You**, or anyone representing **you**, defrauds or deliberately misleads **us** or the **administrator**;

3. The **vehicle**, as shown in **your service agreement schedule**, is sold or transferred to a new owner more than once;

4. The maximum claim limit in Section D is reached;

5. You modify the paintwork;

**Service agreement schedule:** this contains **your** details, details of the insured **vehicle**, and the **period of cover**. Please check that information contained in the **service agreement schedule** is correct and that it meets **your** requirements. If it does not, please contact the introducer who arranged this service agreement for you or the **administrator**.

**Start Date:** the date cover commences as specified in **your service agreement schedule**. Normally this will be the date you take delivery of the **vehicle**.

**Terrorism** means any act of any person or organisation involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

**Vehicle:** the passenger car proposed for service agreement or where accepted the passenger car specified in **your service agreement schedule**.

**We / Us / Our:** Cycle & Carriage Mercedes-Benz

**You / Your:** a Singapore resident who is eligible for and has applied for this service agreement and has agreed to pay the premium.

#### B. ELIGIBILITY

**You** can apply for this Service agreement on the purchase date of the **vehicle** providing it is not an **Ineligible Vehicle**

#### WHAT IS COVERED

If within the **geographical area** and within the **period of cover**, as a result of **day-to-day motoring**;

#### PAINT & DENT PROTECTOR PROGRAM

**Minor repair damage** occurs, **We** will cover the **cost of repair** by an **approved repairer** who will attempt repairs to their best endeavours;

Up to the **Maximum Amount** and subject to the **Claims Limit**.

#### C. WHAT IS NOT COVERED

Your agreement does not cover any claim:

##### 1. PAINT AND DENT PROTECTOR PROGRAM

a) which is not **minor repair damage** as determined by our technician;

b) for bonnets, boots and roofs where a PAINT & DENT PROTECTOR PROGRAM repair is not achievable;

c) caused by or to stickers or decals;

d) for cracked or dented bumpers;

e) for minor damage to beading or moulding;

f) for minor damage that involves accessories, door mouldings, window mouldings, lights of any sort or any window panel;

g) where the **vehicle** has pearlescent, matte, two tone or custom paintwork.

##### 2. GENERAL (APPLIES TO PAINT & DENT PROTECTOR PROGRAM)

a) incurred more than 14 days before the claim is reported;

b) for the cost of any work carried out on the **vehicle** without authorisation from the **administrator**;

c) where the **cost of repair** or replacement recoverable under any other service agreement or warranty; in respect of any loss of use of **your vehicle** or any consequential loss of any kind;

d) which is the subject of fraud, false actions or dishonesty or any act or omission which is wilful or unlawful;

e) where this agreement is not purchased at the point of purchase of **your vehicle**;

f) for general wear and tear or neglect or a defect claim which is deemed not to be **minor repair damage**.

g) where loss or **Damage** is caused by a road traffic accident, fire or theft;

h) where the **Mileage Limit** has been exceeded;

i) where the **Damage** occurred before the **Start Date** or after the **expiry date** of the agreement as shown in **your Service agreement schedule**;

j) which is the subject of fraud, false actions or dishonesty or any act or omission which is wilful or unlawful;

k) environmental damage including rust, corrosion, hail damage, storm damage and damage from chemicals.

#### D. MAXIMUM CLAIM LIMIT

The maximum number of claims that can be made during the **period of cover** and the maximum claim limits are:

Term	No of claims	Single Claim	Aggregate Claim
12 Months	3	1,500	3,000
24 Months	6	1,500	6,000
36 Months	9	1,500	9,000

No more than 3 repair requests can be submitted per annum.

#### E. GENERAL EXCLUSIONS

This service agreement does not cover:

1. Any other costs that are caused by the event which led to **your** claim, unless specifically stated in this agreement document.

2. Any loss or **damage** or liability directly or indirectly occasioned by, happening through or in consequence of **terrorism** or war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

3. Nuclear Risk, meaning damage or destruction caused by, contributed to or arising from:

a) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or

b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

4. Sonic Boom, meaning any damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

#### CONDITIONS AND LIMITATIONS

1. **We** reserve the right to examine the vehicle during the **period of cover**.

2. Each individual damage identified on the **vehicle** is separately counted as one claim towards the **claims limit**.

3. Where the repair for which **you** are claiming extends over 2 body panels this will be treated as 2 claims.

4. **You** will be responsible for any costs incurred in the event that the reported **minor repair damage** exceeds 15 cm.

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

6. If any information provided to **us** or the **administrator** by **you**, or anyone acting on **your** behalf, is inaccurate or if **you** fail to disclose any information which might reasonably affect **our** decision to provide service agreement under this agreement, your right to any benefit under this agreement will end.

7. This agreement, the **application** and any other written statement made by **you**, or on **your** behalf, on which **we** or the **administrator** have relied when accepting **your** agreement, shall constitute the entire contract between **you** and **us**.

8. **Your Vehicle** must be serviced in accordance with the manufacturer recommended service schedule.

9. If any claim made under this Agreement is fraudulent or is intended to mislead **Us** or the **Administrator**, or if fraudulent or misleading means are used by **You** or anyone acting on **Your** behalf to obtain any payment under this Agreement, **Your** right to any benefit under this Agreement shall immediately end and **We** shall be entitled to recover any previous benefit paid and any costs incurred.

#### F. HOW TO MAKE A CLAIM

**IMPORTANT – PLEASE NOTE THAT ANY WORK COMPLETED WITHOUT AUTHORISATION FROM THE ADMINISTRATOR WILL NOT BE COVERED AND WILL RENDER THE CLAIM INVALID.**

It is important that **you** follow the claims procedure described below. Failure to follow the procedure may result in **your** claim being rejected.

#### CLAIMS PROCEDURE

1. **You** must contact the **administrator** within **14 days** following **damage** occurring to **your Vehicle**.

2. You must take the vehicle to the authorised repairer as advised by the **administrator**. The repairer will photograph the damage and assist with completion of the claims form.

3. It is **your** responsibility to ensure that any **damage** reported conforms to the measure / ruler provided and **you** must confirm this when submitting a claim.

4. The claim will then be assessed subject to the terms and conditions and if valid, an **approved repairer** will be authorised to undertake repairs to their best endeavours. Repairs can only be effected by the **Administrators approved repairer**.

#### IMPORTANT

Any costs not covered by, or in excess of, the terms of **your** Agreement are **your** responsibility and are not covered by this service agreement.

#### FRAUD

**We** take a robust approach to fraud prevention in order to keep premium rates down so that **our** customers do not have to pay for other people's dishonesty. If any claim under this service agreement is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by **you** or anyone acting on **your** behalf to obtain benefit under this service agreement, the right to any benefit under this service agreement will end, the service agreement will be cancelled and **we** will be entitled to recover any benefit paid and costs incurred as a result of any such

Cycle & Carriage (Authorised Dealer)

Service Enquiries Hotline: 6298 1818

Body Care & Repair Authorised Service Center

Pandan Loop Service Center: 188 Pandan Loop, (S) 128378

Mon - Fri: 8.30 am - 6 pm, Sat: 8.30 am - 12 pm

(for accident reporting only), Sun & PH: Closed

www.mercedes-benz.com.sg

REV072022

# Mercedes-Benz Paint and Dent Protector Owner's Guide.



Mercedes-Benz

**My Vehicle's Claim Records.**

Maximum of 9 claims\* in the 36 months duration of Paint and Dent Protector for your eligible vehicle and up to 3 claims\* per year.

**YEAR 1**

<b>Claim 1</b> Damage report date: Damage location:  ..... Customer's Signature	<b>Claim 2</b> Damage report date: Damage location:  ..... Customer's Signature
<b>Claim 3</b> Damage report date: Damage location:  ..... Customer's Signature	

**YEAR 2**

<b>Claim 1</b> Damage report date: Damage location:  ..... Customer's Signature	<b>Claim 2</b> Damage report date: Damage location:  ..... Customer's Signature
<b>Claim 3</b> Damage report date: Damage location:  ..... Customer's Signature	

\*Each claim is covered for damage size on the panel of not more than 15 cm in diameter, and not more than 3 mm in depth. If the damage size stretches across two panels, it is defined as 2 claims.

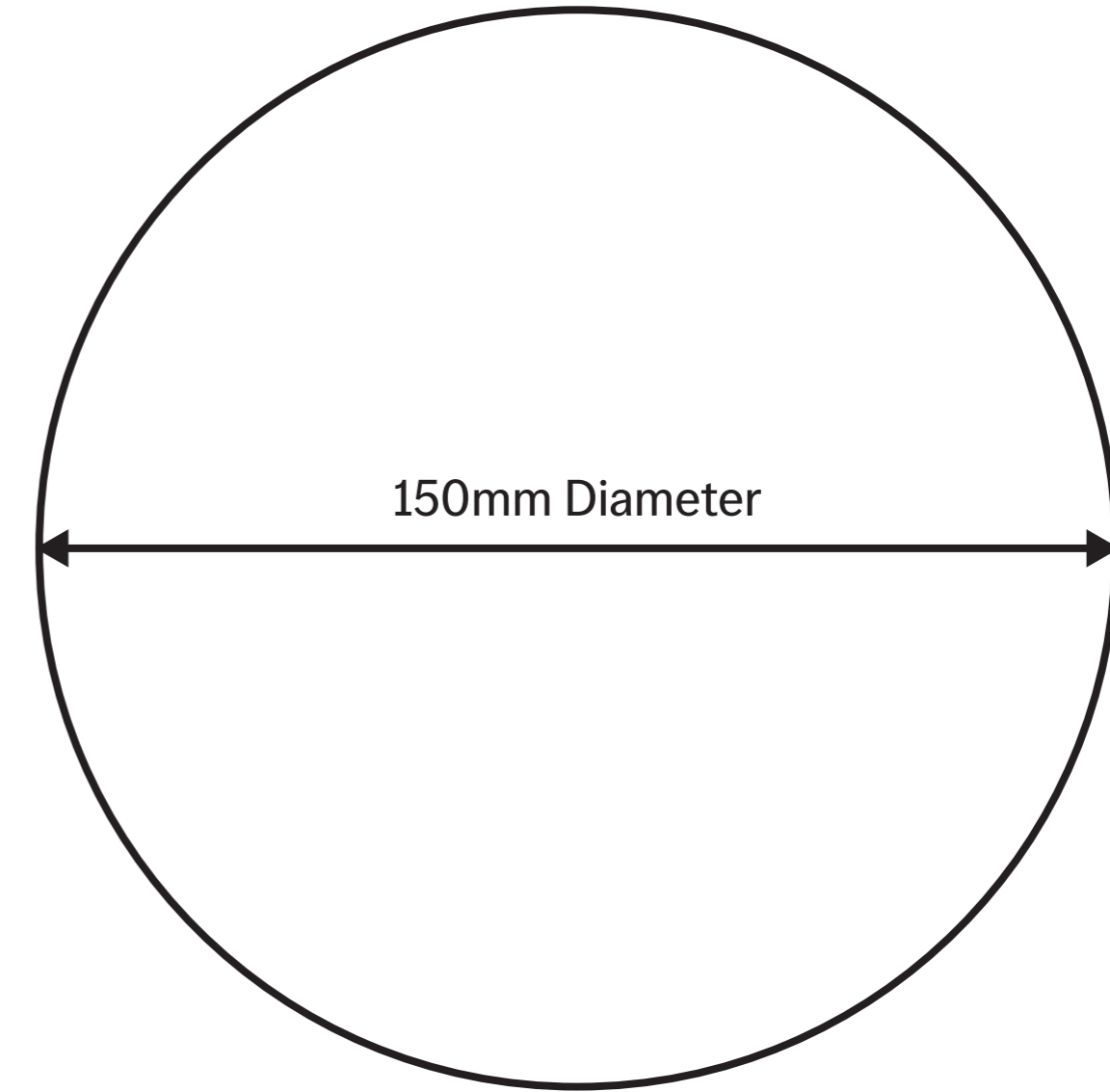
**My Vehicle's Claim Records.**

Maximum of 9 claims\* in the 36 months duration of Paint and Dent Protector for your eligible vehicle and up to 3 claims\* per year.

**YEAR 3**

<b>Claim 1</b> Damage report date: Damage location:  ..... Customer's Signature	<b>Claim 2</b> Damage report date: Damage location:  ..... Customer's Signature
<b>Claim 3</b> Damage report date: Damage location:  ..... Customer's Signature	

\*Each claim is covered for damage size on the panel of not more than 15 cm in diameter, and not more than 3 mm in depth. If the damage size stretches across two panels, it is defined as 2 claims.



**Actual Damage Size Guage**

Each claim is covered for damage size on the panel of not more than 15cm in diameter, and not more than 3mm in depth. If the damage size stretches across two panels, it is defined as 2 claims.

