

Options Motorway Monthly Service Plan



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Contact Details

Administrator's Details:

Motorite Administrators (Pty) Ltd

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Office Hours:

Monday - Friday: 08h00 to 17h00

1. Parties to this Contract

- (a) Motorite Administrators (Pty) Ltd referred to as “we”, “us” and “ours” in this contract;
- (b) The customer - named on the attached Options Motorway Monthly Service Plan Confirmation of Cover Letter and referred to as “you” and “your” in this contract.

2. Interpretation and Definition of Terms Used In This Contract

- (a) In this contract, unless inconsistent with the context:

- (i) The singular includes the plural and conversely;
- (ii) A natural person includes an artificial person and conversely, and;
- (iii) Any expression which refers to one gender includes the other gender;

- (b) Definitions of terms used in this contract:

Accessory: Means any non-standard item not fitted in the vehicle at manufacture and specified at point of acceptance of the Options Motorway Monthly Service Plan;

Approved Dealership: Means a dealership or service and repair agent appointed as a Vehicle service agent for the Manufacturer, those approved by the Manufacturer, and which are members of the R.M.I. (Retail Motor Industry);

Vehicle: Means one or more vehicles included on the Confirmation of Cover Letter and all optional equipment and accessories as specified at point of acceptance of the Options Motorway Monthly Service Plan and all parts and replacement parts which may be added at any time to the vehicle;

Vehicle Qualification: To qualify for this contract vehicles must be less than 15 years old and have travelled less than 350 000km from the date of first registration;

Contract Kilometers: Means the kilometer reading which, when reached, will terminate this Options Motorway Monthly Service Plan, as stated on the Confirmation of Cover Letter (this is the same as “expiry kilometers”). These kilometers may only be altered under an addendum to this contract;

Contract Months: Means the months covered by this Options Motorway Monthly Service Plan, the number of which is stated on the Confirmation of Cover Letter. These months may only be altered under an addendum to this contract;

Odometer: Means the factory-installed odometer of the vehicle for measuring the distance travelled by the vehicle;

Off-Road Use: Means use of the vehicle on surfaces other than on tarred roads;

Parties: Means you and us;

Premium Due Date: Means the period stated in the Certificate of Insurance of this policy or any agreed renewal period. Cover starts on the inception date as stated on the Certificate of Insurance, subject to receipt of the first premium by the Premium Due Date.

Confirmation of Cover letter: Means the Options Motorway Monthly Service Plan Confirmation of Cover Letter relating to this contract and any other Options Motorway Monthly Service Plan Confirmation of Cover Letters received after the start date - whether in substitution for, or addition to, the existing Options Motorway Monthly Service Plan Confirmation of Cover Letter.

Inception Kilometers: Means the kilometer reading on which this Options Motorway Monthly Service Plan incepts. This is indicated on the Confirmation of Cover Letter. These kilometers may only be altered under an amendment to this contract;

Start Date: Means the date as stated on the Confirmation of Cover Letter for the vehicle;

This Contract: Means this contract, together with all related Confirmation of Cover Letters, acknowledgment or declaration documents, addenda and other related documents;

VAT: Means Value-Added Tax to be charged and levied under the Value-Added Tax Act No 89 of 1989, as amended, at the prevailing rate.

3. Service

This service plan offers cover up to a maximum of 18 years in vehicle age and up to a maximum of 410 000 km's travelled from date of first vehicle registration.

(a) Subject to 3(b) and the terms of this contract, we administer the standard service of the vehicle, comprising:

- (iv) Minor services; (v) Major services;
- (vi) Intermediate services, provided these services are standard and required for normal usage of the vehicle only;
- (vii) Annual services (due to low kilometer usage);

Please Note: Only "replace" or "R" items at these services will be covered, as per the Manufacturers' specifications;

Please note: All "inspect" or "I" items are not covered;

Please Note: Only service intervals falling within the accepted parameters of cover will be paid for under the contract. Where an extension of an existing Service Plan is applicable, only the number of services falling within the approved extension parameters can be covered. Therefore, if an existing Service Plan expires early on time, the extension parameters may be altered to reflect new start and Contract Kilometers, but only to allow for the same number of services as the original parameters allowed for;

(b) **The service excludes:**

- (i) Any claims for services within 60 (sixty) days after the successful debit of the first monthly Plan Fee.
- (ii) (All wear and tear as well as friction items and mechanical failure including, but not limited to, brake linings, discs and pad as well as any clutch components;
- (iii) Any charges normally recoverable under a Comprehensive Motor Insurance Policy or the Manufacturer's Warranty or, if applicable to the vehicle, a Service and Maintenance Plan;
- (iv) Any repair or replacement costs and charges resulting from your failure to: Carry
 - out your duties under this contract;
 - Comply with the Manufacturer's Handbook;
 - Service the vehicle, as per the requirements of the Manufacturer Handbook; Carry
 - out preventative maintenance as set out in clause 9 (iv);
- (v) Any non-mechanical interior breakages or damage to interior upholstery or bodywork;
- (vi) All maintenance and mechanical repairs needed by the vehicle that are not part of standard service as set out in clause 3 (a), including wear and tear items such as brake linings, batteries and exhausts;

- (vii) Service products needed between standard services, including fuel, engine oil, transmission oil, brake fluid and other lubricants;
- (viii) Repair of:
 - Rust corrosion;
 - Impact damage, both on the engine and on the vehicle body;
 - Any repairs to radio, tape, compact disc, D.V.D. players, telephones and telephone systems and any repairs to navigation devices or other similar electronic devices, including the display panels for such devices. This includes any other devices not crucial to the drive-ability or safety of the vehicle;
 - Any convertible mechanism on the vehicle, including sunroofs;
 - Damage to the vehicle, whether caused negligently or intentionally;
 - Damage to the vehicle caused by driver error, poor driver technique, negligence, abuse, vandalism, forcible entry, strikes, riots, war, political disturbance or the like, or acts of God;
 - Damage to the vehicle caused by workshop error or negligence, whether intentional or not;
- (ix) Replacement of:
 - Any item missing from the vehicle;
 - Tyres;
 - Wheel alignment, as well as wheel balancing, unless the Manufacturer's Handbook specifically includes wheel alignment as part of a standard service and as such is depicted as an "R" item, as well as wheel balancing;
 - Cambelt cover - replacement of cambelts unless this option has been selected by you and you have paid the required additional fee for that option. In this regard please note that on certain vehicles, cambelts are required to be replaced at specific intervals as part of the Manufacturers specifications. Should this be the case then you (the customer) are required to select this option at point of acceptance of the Options Motorway Monthly Service Plan. There will be an additional amount payable for this option, and this will be included in the amount quoted by us (the Administrator). Please note that if you have selected this option, claims for the cambelt will still ONLY be entertained where the manufacturer specifies this as a prescribed interval. Should this interval be changed within the duration of the contract then we will still cover the replacement, provided it is manufacturer-specified.
- (x) Repair or replacement of:
 - Body parts or interior trimmings and fittings, upholstery and seat covers;
 - Windscreen, windows, glass or lenses;
- (xi) Costs of:
 - Repairing any defect that existed at the time the vehicle was delivered to you ("a preexisting defect");
 - Repairing any resulting defect that occurs because of a pre-existing defect;
 - Cleaning the vehicle and its engine;
 - Valet services;
 - Providing additives not specified by the Manufacturer;
- (xii) Costs incurred for modifications or additions of any accessories, including those required by law.
- (xiii) "Modification" in this clause includes upgrading emission systems, tyres, wheels, shock absorbers, or any other equipment fitted to or forming part of the vehicle. Maintenance or repairs directly resulting from such modifications are also excluded.
- (xiii) Charges incurred for the service outside South Africa, unless we have given you our prior written approval for such repairs at an agreed value in South African rand;
- (xiv) Any claims for repairs where the required Contract documentation and relevant payment thereof has not been received by us;
- (xv) Any claims for repairs where an engine flush or additive is utilised in the vehicle and where such engine flush or additive is not recognised or approved by the vehicle Manufacturer, or by us;

- (xvi) The failure of or damage to any component or part caused by the failure of any other part whether same is an excluded item or not, including damage caused by any object from an external source;
- (xvii) Any services which have not been authorised by us, and therefore do not have an authorisation number;
- (xviii) Claims which are not submitted prior to Contract expiry, whether expiry occurs by reaching Contract Kilometers or Contract Months. The responsibility is on the Repairing Dealership, as well as you, to prove that a claim was submitted prior to expiry. We reserve the right to assess and analyse the validity of such claims in the circumstances;

4. Duration of This Contract

This contract incept on the start date and continues, subject to the other terms of this contract, until termination by reaching the contract kilometers or contract months, whichever occurs first; provided that you will have five business days from the start date in which to rescind this contract and we will then treat it as not having come into existence and will refund any amounts we have received from you on condition that no claim has been paid on this service plan.

5. Our Duties

Provided you comply with your duties under this contract, we shall:

- (a) Pay the Approved Dealership the costs of all services carried out on the vehicle as set out in clause 3(a);
- (b) Approve services as quickly as possible, and promptly advise you, through the Approved Dealership workshop, if any maintenance or repair charges fall outside the scope of the service and are, therefore, your responsibility.

6. Payment of the Plan Fee

- (a) Unless otherwise specified in the Transaction Schedule or in an attachment to this Contract, you must pay the Plan Fees on time to us, by way of debit order.
- (b) Payments will be subject to an annual increase of 4%.
- (c) We reserve the right to cancel this Contract should we fail to receive the agreed Plan Fee or any portion thereof, barring the Period of Grace allowed, refer clause 7.

7. Period of Grace

You will be entitled to a period of 30 days from the Plan Fee due date in which to pay your Plan Fee. This period of grace only applies from the second month of the currency of this Contract.

8. Premium collection

The premium is payable monthly in advance by debit order on the Premium Due Date. Written notification of any changes in banking details must be provided to the Administrator at least 10 days before the next premium is due for payment. Should the debit order be rejected or the premium unpaid as a result of insufficient funds or reasons outside of your control, the policy will remain active and a single premium will be collected on the following Premium Due Date. In the event that 2 (two) consecutive premiums are unpaid the policy and all cover and benefits in relation thereto will immediately be cancelled. In the event of any claim becoming payable under this policy, any premiums that were not successfully collected during the existence of the policy will be deducted from the claim amount payable.

9. Your Duties Under This contract

You must:

- (a) Notwithstanding any other provision contained in this Contract or the Manufacturer's Handbook, ensure that you present the vehicle for servicing (including a pre-delivery service if this is due) as specified in clause 9 (vi);
- (b) Comply with and ensure that every person who uses or possesses the vehicle at any time complies with the terms of this Contract;
- (c) Keep the vehicle neat and clean at all times;
- (d) Ensure the vehicle is not neglected, abused or misused and is used in a skillful and proper manner for the purpose for which it was designed;
- (e) Comply with the Manufacturer's storage requirements if you store the vehicle for more than 14 days, and if the vehicle is not operational for 30 days you are required to inform us in writing. Failure to do so will invalidate the Contract;
- (f) Ensure that the odometer is in working order and:
 - (i) Ensure the vehicle's odometer is not tampered with or unsealed;
 - (ii) Immediately advise us in writing if the odometer fails or is tampered with or is unsealed; (iii) If the odometer fails, is tampered with, or is unsealed, deliver the vehicle immediately an Approved Dealership, for necessary repair work. We may reasonably estimate the kilometers travelled by the vehicle when the odometer is out of order. You will be liable to pay all the costs of repairing and sealing the odometer in cash on demand;
- (g) Allow us and our representatives access on reasonable notice to inspect the vehicle during office hours so as to:
 - (i) Check the odometer and its reading;
 - (ii) Ensure you are keeping the vehicle in good condition, and;
 - (iii) Ensure you are complying with your duties under this contract.
- (h) Ensure that:
 - (i) There are sufficient funds available in the account to be debited on the agreed wording day of the month on which the debit is to take place;
 - (ii) To give us written notification of any changes in banking details at least ten days before the next Plan Fee is due for payment;
 - (iii) Should a debit order be rejected for any reason, you will settle the outstanding fee within 15 days; otherwise an additional debit will be made against your bank account in the following month. If this additional debit order remains unsuccessful then cover will cease immediately. Refer clause 7. Period of Grace.
- (i) Ensure that preventative maintenance, as set out in clause 9 (iv) is carried out and ensure that the cambelt is replaced, as per the Manufacturer's requirements;:

10. Other Requirements and Provisions Affecting Your Duties and Rights

- (a) In the event of any conflict between this contract and the Manufacturer's Handbook, this contract will take precedence and all its terms will be binding on the parties;
- (b) Failure on your part to comply with any of the duties stated in this clause will invalidate this contract and therefore any claims against it will be rejected;
- (c) It is your responsibility to verify the full service history prior to inception of this contract. Your acceptance of this contract verifies the fact that the vehicle has a full service history. We have the right, at any stage during the contract, to investigate the service history of the vehicle (the history prior to risk taken under this contract). Should the investigation reveal that the service history was irregular or incomplete, we have the right to cancel the contract on the grounds of misrepresentation going to the root of the contract.

- (d) You must carry out preventative maintenance for the vehicle, including checking engine oil levels, automatic transmission fluid, coolant levels and tyre pressure every 800 kilometers travelled by the vehicle or every 2 weeks, whichever is the sooner. You must take all reasonable steps to service the vehicle and keep it roadworthy. You must immediately stop using the vehicle if the vehicle breaks down or if a breakdown is imminent;

Please Note: Failure to carry out such checks and adhere to correct lubrication levels or driving when such lubrication levels are too low, will result in claims not being entertained;

- (e) The vehicle may only be serviced by an Administrator Approved Dealership, in which case the vehicle must be serviced at an Administrator Approved or Manufacturer Approved Dealership. You must ensure that no work is done to the vehicle until we have given prior written approval to the Approved Dealership. Should a workshop be unable to accommodate your vehicle for servicing within the required parameters and leeway allowed, then it is your responsibility to inform us of the situation and ensure that the claim is logged before the expiry of the allowed leeway. Failure to do so will amount to breach of this contract;
- (f) You must present the vehicle for servicing and inspection in accordance with the terms of this contract and according to our recommendations and within the intervals of time or distance required by the Manufacturer but in any event no less than annually. We shall allow a vehicle to be serviced at an overrun of up to 1 500km for petrol engine vehicles or 1 000km for diesel engine vehicles or 30 days either side of the Manufacturer or an annual specified service interval, whichever occurs first. This concession also applies where the contract expiry kilometers coincide with a specific service interval, but if the 1 500km or 1 000km exceeds the contract kilometers and the service interval, then no claim will be entertained by us, aside from the standard service itself. Should the Manufacturer over-run exceed our stipulated over-run as stated, we may, at our sole discretion, allow for such an over-run, as stipulated in the Manufacturer's Handbook;
- (g) You must not buy or allow to be bought on your behalf any parts including, but not limited, to tyres, batteries, exhausts and shock absorbers without our prior written approval. We shall provide you with a list of preferred suppliers for such purchases on request;
- (h) Prior to any service or workmanship being carried out on your vehicle, you or your representatives are required to inform the Approved Dealership that our prior approval is necessary before work is carried out on the vehicle;
- (i) After the approved work on your vehicle is complete, you must:
 - (i) Check the Approved Dealership's invoice to ensure that only the service work requested was carried out;
 - (ii) Inspect the vehicle to ensure the service was done to your satisfaction; (iii) Sign the invoice to verify the work done;
- (j) If your vehicle needs emergency repair work that cannot reasonably be performed as set out above, then you must:
 - (i) Ask the Approved Dealership carrying out such emergency repair work to make the invoice out to you, and;
 - (ii) Pay the Approved Dealership directly and lodge a claim with us;

Please Note: We shall reimburse you for the costs of the emergency work at the prevailing rates up to the invoice value, **provided the repair work falls within the scope of the services covered under this contract;**

11. Termination of This Contract

- (a) We may terminate this contract by giving you 20 business days written notice if:
 - (i) You fail to pay any amount due under this contract;
 - (ii) There is any material breach of any material term of this contract;
- (b) If we terminate this contract for any reason stated in clause 9(a), we are not prevented from bringing a claim against you for any prior breaches of this contract;

- (c) On termination of this contract for breach, we are entitled to claim all damages we have suffered for:
 - (i) Abnormal use; or
 - (ii) Driver negligence; or Abuse of the vehicle.

Please Note: Payment of these charges does not affect our right to claim such other damages as we may have suffered;
- (d) If you terminate this contract before you reach the contract months or contract expiry kilometers, you may not claim for the remaining services due under this contract but a refund may be applicable, as set out in Clause 15;
- (e) This contract ends automatically if the vehicle is irretrievably stolen or is damaged in an accident to such an extent that it cannot be restored to its proper use;

Please note: it is your responsibility to advise the Administrator of any of the above instances within 20 working days of such occurrence.
- (f) If we terminate this contract for breach and you disagree with the cancellation, you must continue to carry out your duties under this contract until the disagreement is settled. If the disagreement is settled in our favour, we shall be entitled to offset amounts you have paid to us under this contract against damages we may have suffered.
- (g) You or We may cancel this plan anytime by giving 31 days' notice.

12. No Partnership, Joint Venture or Agency

Unless expressly provided for in this contract, nothing contained in it creates any partnership, joint venture or agency between the parties and none of the parties may represent itself as a partner or agent of any of the other parties.

13. Events Beyond the Control of the Defaulting Party

- (a) Despite anything to the contrary in this contract, no party will be liable to any other if it is unable to fulfill its duties under this contract because of events beyond its control. The party which is unable to fulfill its duties because of such events is referred to as the "defaulting party";
- (b) Events beyond the defaulting party's control include:
 - (i) Any circumstances whatsoever, that are not within the reasonable control of the defaulting party;
 - (i) Natural disasters, for example: violent storms, cyclones, earthquakes, tidal waves, floods or destruction by lightning;
 - (ii) War, civil violence, riots, revolutions, acts of sabotage or terrorism;
 - (iii) Explosions, fires, destruction of machines, of factories and of any installation;
 - (iv) Boycotts, strikes and lockouts of all kinds, go-slows, occupation of factories and property and work stoppages;
 - (v) Embargoes, international controls or any order of any international authority; (vi) Acts of authority, whether lawful or unlawful;
- (c) When such an event happens, the defaulting party must:
 - (i) Give written notice to the other parties immediately once the event has happened;
 - (ii) Serve written notice on the other parties if the event is still happening and, if possible, how long it is expected to go on; following which notice this contract will be suspended for the period concerned, provided that either party may terminate this contract by serving written notice if the event continues for more than 90 days.
 - (iii) Give notice to the other parties immediately when the event is over, in order for this contract to continue as before.

14. Choice of Law

The laws of the Republic of South Africa govern this contract.

15. Jurisdiction

- (a) The parties consent to the jurisdiction of the Magistrate's Court for any proceedings connected with this contract, even if the amount claimed or the value of the matter in dispute exceeds its jurisdiction;
- (b) Despite clause 13(a), either party may bring any proceedings connected with this contract in the High Court of South Africa;
- (c) The parties choose as the respective addresses at which they agree to be served all letters, demands and Motorite Administrators (Pty) Ltd:

MotoVantage House

Stonemill Office Park
300 Acacia Road
Blackheath, Johannesburg, 2195

The Customer - The address stated alongside your name on the Confirmation of Cover Letter; **Please Note:** For companies, close corporations or partnerships, the address must be the registered address or principal place of business;

- (d) If any party changes domicile and does not tell the other parties in writing of the new domicile, all notices may be served at the respective domiciles stated above, and this will be deemed to be proper service;
- (e) Every notice is considered to have been properly received 7 days after posting when sent by registered post;
- (f) Despite the terms of clause 13(e), a notice actually received by any party is sufficient notice for this contract, even if it was not delivered at the addressee's domicile.

16. Legal Costs

- (a) Each party must pay its own costs for negotiating, drafting and accepting this contract;
- (b) Either party must pay on demand all costs the other party incurs in successfully enforcing the terms of this contract, including:
 - (i) Legal fees on the attorney and own client scale;
 - (ii) Disbursements, including sheriff's fees and costs of counsel;
 - (iii) Tracing costs;
 - (iv) Collection costs at 10% of each payment made in reduction of the outstanding amounts, interest and costs.

17. Disputes About the Service

If there is a dispute about whether any service work falls within the scope of service stated in clause 3 of this Contract, you may refer it to a technical adviser of the Automobile Association of South Africa ("the referee"). If you elect to do this we will abide by the process and will comply with the referee's findings, provided that the referee will act as an expert and not as an arbitrator, and the referee's costs will be awarded by the referee and payable promptly by the party against whom he awards the costs.

18. Indemnity

Subject to the extent of any contrary provisions of the Consumer Protection Act no 68 of 2008, which shall be deemed to have amended any conflicting provisions hereof, we are not liable to you or any third party for: any loss, any liability, any damage (whether direct or subsequently) or any expense which you or any third party suffer because of any act or omission, negligent, or otherwise, of any Administrator Approved Dealership relating to the servicing of the vehicle; and You indemnify us and our directors, agents, employees and servants against any claim that may be made against any of us arising out of any the occurrences stated in clause 17.

19. Procedure for Making a Claim

If the vehicle requires any service work as specified in clause 3(a) the following procedure must be followed:

- (a) You must check the Service Plan to ensure that the relevant event is covered;
- (b) If the Service Plan covers the service in question, you must contact our Claims Department. The contact details are stated in the contract schedule at the beginning of the contract wording; Please Note: You may be required to send all correspondence by registered mail.
- (c) You must give the Claims Department the following information:
 - (i) Your contract number;
 - (ii) The nature of the event;
 - (iii) The odometer reading of the vehicle at the time of the event;
 - (iv) The address at which the vehicle can be inspected should this be deemed necessary;
- (d) You must deliver the vehicle to an Approved Dealership who will contact us on your behalf to speed up your claim;

Please Note: You must ensure that no service work commences on your vehicle until the Claims Department has given its authorisation for the work to be carried out. Any work started or carried out without our prior written authorisation will invalidate the claim;

- (e) Once your service is identified as a claim under this Options Motorway Monthly Service Plan, the Claims Department will issue an order number to the Approved Dealership. This order number will be for an amount covering the work.
- (f) After the work is complete, the Approved Dealership must immediately send an itemised invoice, quoting the order number, to the Claims Payment Department;
- (g) The Claims Payment Department will pay the approved amount to the Approved Dealership;
- (h) You are responsible for paying the Approved Dealership any amount over the approved amount, as well as for any other garage charges for which we are not liable;

Please Note: When you collect your vehicle, check that all work is properly completed. If you are not satisfied with the work done, do not accept the vehicle.

Please note: We reserve the right to engage or appoint a qualified engineer or assessor to inspect your vehicle.

20. Miscellaneous Terms

- (a) The terms stated in this contract and the relevant Confirmation of Cover Letter and any addendum make up the entire terms of the Options Motorway Monthly Service Plan. Any cancellation of or change to any term of this contract or the attached Confirmation of Cover Letter is only binding if it is in writing.
- (b) You warrant the correctness of material details, including all personal or company information given by you to the to us;
- (c) Fraud Invalidates the Plan
You will lose your benefits under this plan if you, or anyone acting on your behalf:
 - i) Files a claim that is fraudulent, improper, improperly processed or improperly filed;
 - ii) Uses any fraudulent or improper means to get any benefit under this contract, or;
 - iii) Wilfully or negligently causes the damage or destruction that is the subject matter of the claim.
- (d) You warrant that you are authorised to enter this contract. If a representative enters this contract on your behalf, you warrant that the representative is so authorised. If your representative is not authorised to enter this contract for you, then that representative will be individually and jointly liable as co-principal debtor with you for your due and punctual performance of duties under this contract;
- (e) The parties may not assume that this contract is no longer valid if:
 - i) Any one of the parties choose to be lenient by not strictly applying its terms, or;
 - ii) Any one of the parties neglect to or cannot enforce any of its terms;
- (f) No party may assume a waiver of rights for a breach in one instance means a waiver of rights for any later breaches of this contract. Any previous error in favour of you, or any leniency shown by us at any stage, cannot be construed as an undertaking of continued leniency for the remainder of the contract.
- (g) All terms of this contract and its attachments are independent of each other. If any term is found to be invalid, unlawful, or unenforceable, the rest of the contract will continue in full force;
- (h) The terms of this contract apply independently to each vehicle and to each Confirmation of Cover Letter attached to this contract, whether accepted at the same time or not.
- (i) We may immediately cancel this Plan or place it on hold, refuse any transaction or instructions, or take any other action that we consider necessary in order to comply with the law and prevent or stop undesirable or criminal activity. This Plan does not have any surrender or paid up value.

21. Extra Benefits for Motorite Customers

As a Motorite customer investing in the Options Motorway Monthly Service Plan you automatically qualify for the following extra benefits.

Emergency Medical Services;

- 21.1 Trauma Assistance;
- 21.2 Roadside Assistance;
- 21.3 Legal Assistance;
- 21.4 Personal Health Advisor; and
- 21.5 Map Assistance.

Motorite Assist Programme

It is important to note that the Motorite Assist Programme ensures you 24-hour “access only” to the services highlighted and that it is your responsibility to pay the relevant service provider.

As a member of Motorite Assist, you are entitled to 24-hour access to the following benefits:

21.1 Emergency Medical Services

Motorite Assist gives you access to a 24-hour emergency assistance helpline. This helpline will arrange the necessary help you may require in medical emergencies that occur within the borders of South Africa. A medical emergency is a life-threatening situation such as a heart attack, drowning, snakebite or bodily injury (gunshot wound or motor accident injury).

Should you experience a medical emergency and be unable to get to a hospital, access to appropriate medical services and transportation via road or air will be arranged for your own account.

In addition to emergency transportation, Motorite Assist offers you access to:

- Medical information over the telephone;
- Referrals to doctors and other facilities;
- Emergency message transmission;
- Guaranteed hospital admission (maximum of R5,000 including VAT);
Please note: This Guaranteed Hospital Admission amount is refundable by you or your medical aid; and
- Arrangements for the escorted return of a minor after an accident.

21.2 Trauma Counselling

Motorite Assist handles debriefing of any sort of trauma on a daily basis. You can call to access the 24-hour helpline in the event of, *inter alia*:

- Rape;
- Hijacking;
- Child abuse;
- Suicide of a close family member;
- Death of next-to-kin;
- Domestic violence or abuse;
- Kidnapping or abduction; and
- Woman abuse.

Such a session is handled by the Helpline's experienced nurses. A debriefing takes place with an invitation to phone back if the need arises to discuss the situation further. In the case where an assessment took place and the nurse feels that professional assistance will be required, they will suggest to the patient that they visit a professional for a one-on-one session. This will be for the clients account.

21.3 Roadside Assistance

You must pay for all costs incurred under Roadside Assistance.

If your vehicle breaks down or has an incident, Roadside Assistance gives you 24-hour access to the following services:

- (a) **Roadside Help** - When applicable, Roadside Assistance will arrange for you to be helped at the roadside where the cause of the breakdown or incident is one of the following:
 - (i) **Flat battery (jump start):** The flat battery restart service will be rendered where a vehicle has become immobilised due to a faulty battery and not due to your neglect. Such service will be limited to reasonable services to mobilise the vehicle and will exclude all parts, components, lubricants or other similar charges. Assistance will also be provided at non-roadside locations, at the discretion of the case manager;
 - (ii) **Flat tyre (tyre change):** Assistance will also be provided at non-roadside locations, at the discretion of the case manager. Such services are for your expense and will also exclude any costs for the repair of any tyre, parts, wheel balancing or similar charges;
 - (iii) **Run out of fuel:** 10 litres of fuel will be supplied and will be for your own account;
 - (iv) **Keys being locked in the vehicle:** Guarantees access to a locksmith call-out. The locksmith service will be limited to reasonable services to open the vehicle and will exclude parts, components, keys or key-cutting costs, lubricants or other similar charges;
 - (v) **Keys broken off in the door or ignition:** Guarantees access to a locksmith call-out. In the event of the service provider being unable to resolve the problem at such a location, the cost of any additional assistance like tow-in costs will be for your own account;
 - (vi) **Smart key:** If the vehicle operates with a 'smart key', Motorite Assist will arrange to tow you to the most appropriate dealership, the cost of which will be for your own account;
 - (vii) **Assistance to arrange transport home:** Motorite Assist will arrange for a taxi to drive you home or wherever you need to go. Although the taxi will be for your account, Motorite Assist will make all the arrangements;
- (b) **Tow-In** - Where the cause of the breakdown or incident is more serious, Roadside Assist will arrange for your vehicle to be towed to the nearest Approved Dealership. It is your responsibility to pay the service provider.

21.4 Legal Assistance

You can access a telephonic advice line manned by qualified and experienced in-house attorneys who provide guidance and information on all legal matters, 24 hours a day.

The various aspects of law are covered as follows:

- (a) **General Legal Advisory Helpline** - Legal Assist is a 24-hour legal helpline and attorney referral service that is available 365 days a year. Criminal offences, fines, debt, contracts, divorce, and maintenance are some of the issues on which advice can be given;
- (b) **Labour Law Advice Line** - Motorite Assist has labour-law specialists who can advise on the Labour Relations Act, Basic Conditions of Employment Act, Employment Equity Act, Skills Development Act and various legislation that relates to labour affairs like unfair labour practice and basic wages;
- (c) **Motor Accident Advice** - Our lawyers give advice to you telephonically at the scene, on all aspects relating to the handling of a motor collision.
- (d) The case is managed by the attorney and software protocols. Where legal resources are necessary to protect the rights of drivers or injured persons, Motorite Assist will appoint the appropriate party in consultation with you. This service normally relates to court orders for unlawful or unauthorised removal or towing of vehicles by 'pirate operators'.

- (e) The customer receives specialised assistance in accident scene case management, as well as support and assistance with all legal matters and claims that follow a collision, covering vehicle damages, repairs, injuries and third party claims, as well as litigation and prosecutions that may follow.

The attorney has access to a comprehensive motor-law legal data system. In emergencies such as accidents, messages are relayed to the customer's next of kin.

- (f) **Road Accident Fund** - Our legal advisors can advise you on how to lodge a claim with the Road Accident Fund, where to lodge the claim and how to complete the relevant forms. They can also refer you to a specialist attorney, where necessary;
- (g) **Attorney Referral Service** - The in-house attorney also has access to a national referral panel of practicing attorneys should any matter require legal intervention or representation. The database of panel attorneys includes details about the attorney's area of specialisation, such as criminal and labour law and conveyancing. In most areas you will be offered a choice of attorneys for this referral appointment. The referral service involves a free initial 30-minute consultation and, if required, the practicing attorney will also draft one letter or make one telephone call to a third party. The customer can then decide whether or not to continue with the practicing attorney's services at a fee structure agreed to between himself and the attorney.
- (h) **The Attorney Referral Service** - is also available for matters like bail and prosecutions and to protect the rights of motorists generally; **Standard Legal Documentation** - As an over-and-above service to the telephonic legal advice helpline, Motorite Assist also has the following standard legal documents available:
 - (i) Small Claims Court Kit;
 - (i) Child Maintenance Kit;
 - (ii) Domestic Employment Agreement;
 - (iii) Lease Agreement;
 - (iv) Purchase Agreement;
 - (v) A will; and
 - (vi) A testament.

21.5 Personal Health Advisor (Medical Advisory) Product Description

Personal Health Advisor is a revolutionary healthcare system offering access to a professional assistance service that deals with any health query, 24 hours a day, 365 days a year. This service is offered in most official South African languages. Personal details and medical history are loaded into a computer database for easy access.

Product benefits

(a) The Personal Health Advisor:

- (i) Assesses the caller's symptoms and refers him or her to the appropriate type of health care;
- (ii) Provides the caller with important health knowledge on any aspect of health, from surgery to detailed information on varying problems like lice, moles, measles or mumps;
- (iii) Provides expert counselling on any chronic ailments or diseases to help the caller live with their condition or that of a loved one; and
- (iv) Provides expert information on medicines, including purpose, side effects, and contra-indications.

(b) The product includes access to:

- (i) **Emergency Medical Advice** - In the event of a medical emergency, the Personal Health Advisor will provide appropriate first-aid advice to the caller to provide assistance until medical help arrives;
- (ii) **Assessing day-to-day symptoms** - The Personal Health Advisor can give advice on various common illnesses such as colds. Although unable to diagnose, the nurses have access to a computer database and their own clinical experience to guide the caller through various home-care advice strategies;
- (iii) **Important Health Knowledge** - The Personal Health Advisor can explain various medical terms, results of tests and explain procedures to the caller, as well as give dietary information;
- (iv) **Drug Database** - The Personal Health Advisor access to a complete drug database in order to assist the caller with information on a specific drug, the contra-indications, when it should be taken and whether there are any dietary specifications linked to the usage of the drug;

- (v) **Poisoning** - The Personal Health Advisor also comprises a database with poisoning protocols to help the nurses assist the caller. The immediate and long-term needs are addressed with the caller who will also be advised to go to a medical facility. An ambulance will be dispatched if the patient is critical and in need of immediate medical care;
- (vi) **Health Counselling** - The Personal Health Advisor can offer the caller a better understanding of various chronic ailments like cancer, HIV/AIDS, diabetes and asthma. They can also offer suggestions of specific treatments available to help the patient and those around them to cope better with their circumstances. The ailments covered are:
 - (vii) **HIV/AIDS and Cancer** - The registered nurses are among the leading counsellors in this field and assist the caller in managing and living with the condition to the best of their ability;
 - (viii) **Addiction** - All the nurses are trained counsellors and can offer advice on coping skills or refer callers to appropriate medical-care clinics;
 - (ix) **Stress Management** - The Personal Health Advisor can assist stressed callers on a daily basis by offering counselling, advice and relaxation techniques. Although no definite risk evaluation takes place, in cases where the nurse realises that there is a need for further assistance, the caller will be referred to a doctor for initial assessment and further treatment.

21.6 Map Assistance

Motorite Assist also gives you 24-hour access to a directions service, for guidance when travelling within the borders of South Africa. The helpline offers assistance when you are lost, have left your directions behind, or if you need confirmation that you are on the correct route.

Clear directions can be given telephonically while en route, or they can be faxed or e-mailed to a specific address. The helpline offers detailed map information of major metropolitan areas like Johannesburg CBD, West Rand, East Rand, Southern and Northern Suburbs of Johannesburg, Pretoria Suburbs, Port Elizabeth, Cape Town, and basic route information for rural areas.

The above services are subject to the terms and conditions, exceptions, exclusions and territorial limits fully described in the Master Policy; a copy of which you can get from Motorite Administrators (Pty) Ltd. Any dispute that may arise will be governed by the terms and conditions stipulated in the Master Policy.

If you have an emergency or need to access any of the Motorite Assist benefits, please contact:

**Motorite Assist
PO Box 2993
Johannesburg 2000**

**Tel.: +27 (0) 11 991 8317
24-hour Helpline: 0860 10 22 89**

The intermediary has an obligation to confirm the following to you:

- (a) The full business and trade names, registration number, postal and physical address, telephone numbers and e-mail address,
- (b) the contact details of its public officer
- (c) specify the exact service to be rendered by the intermediary
- (d) disclose commission, consideration fees, charges or brokerages payable to the intermediary by any other person

Privacy Notice

- Your personal information (which, for the purposes of this term, includes special personal information) will be held by entities within the FirstRand Group.

To better understand the entities that form part of the FirstRand Group and how your personal information is treated, please refer to FirstRand's Privacy Notice which forms part of this privacy term. The Privacy Notice can be found on our website (motovantage.co.za) or contact us to request a copy.

- In this privacy term references to "we", "us" or "our" are references to the entities in the FirstRand Group, and all affiliates, associates, cessionaries, delegates, successors in title or third parties (authorised agents and contractors), when such parties are acting as responsible parties or operators in terms of applicable privacy laws, unless stated otherwise.
- By accepting these Terms and Conditions or by utilising any products or services ("Solutions") offered by us, you acknowledge that in order to:
 - conclude and fulfil contractual terms or obligations to you;
 - comply with obligations imposed by law; or
 - to protect or pursue your, our, or a third party's legitimate interests, including offering Solutions that best meet your needs;

your personal information may be processed through centralised functions and systems across entities in the FirstRand Group and may be used for the purposes, in the manner, and with the appropriate controls as set out in our Privacy Notice.

- Where it is necessary to obtain consent for processing outside of this privacy term, we will explicitly seek your consent separately.
- We want to ensure that you fully understand how your personal information may be used. We have described the purposes for which your personal information may be used in detail in our Privacy Notice. We have also set out further information about accessing, correcting or objecting to the processing of your personal information in our Privacy Notice. We strongly advise that you read our Privacy Notice.
- For the purpose of this Terms and Conditions the responsible party is the party with whom you are contracting a Solution, as well as other entities in the FirstRand Group, which are listed in our Privacy Notice as responsible parties. For the contact details of these responsible parties, please see our Privacy Notice.

About the intermediary when the plan is sold by the Engine Room Director Solutions (Pty) Ltd.

Company Name:	The Engine Room Direct Solutions (PTY) Ltd
Registration Number:	2009/005040/07
Address (Postal & Physical):	PO Box 1034, Gallo Manor, 2052 MotoVantage House, Stonemill Office Park, 300 Acacia Rd, Blackheath, Johannesburg, 2195
Telephone Number:	087 312 1074
Email Address:	TERqueries@the-engine-room.co.za
Website	www.motovantage.co.za
Authority:	The Engine Room is acting in terms of an agreement with the Supplier
Remuneration	The commission, consideration fees, charges or brokerages payable to the intermediary by any other person;
Public Officer Details:	087 312 1079
Complaints Contact:	Tel: 087 312 1074 complaints@motorite.co.za
Claims Contact Details:	Telephone: 087 312 1083