

# Options Motor Drive Maintenance Plan

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# Options Motor Drive Maintenance Plan

## Table of Contents

- 1. Parties to this contract ..... 3
- 2. Interpretation and definition of terms used in this contract..... 3
- 3. Inception and duration ..... 4
- 4. Maintenance service ..... 5
- 5. Plan limitations, exclusions or conditions..... 6
- 6. Payment and adjustment of the contract fee ..... 8
- 7. Your duties under this contract ..... 9
- 8. Other requirements and provisions affecting your duties and rights ..... 9
- 9. Termination of this contract..... 10
- 10. No partnership, joint venture or agency ..... 11
- 11. Events beyond the control of the defaulting party ..... 11
- 12. Choice of law ..... 11
- 13. Jurisdiction ..... 11
- 14. Legal costs ..... 12
- 15. Cancellation and refund; transfer of rights under this contract..... 12
- 16. Disputes about the maintenance service ..... 13
- 17. Indemnity ..... 13
- 18. Procedure for making a claim ..... 13
- 19. Miscellaneous terms ..... 14
- 20. Extra benefits for Options Motor Drive dealer customers ..... 14
- 21. Motorite Assist Programme ..... 15

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## 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 Motor Drive Maintenance Plan Transaction Schedule 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 Motor Drive Maintenance 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, those approved by the Administrator and/or which are members of the R.M.I. (Retail Motor Organisation);

**Supplying Dealership:** Means the dealership named on the Options Motor Drive Maintenance Plan Transaction Schedule and referred to as the Supplying Dealership in this contract

**New Vehicles:** Means vehicles that have not previously been registered, or which have been registered for less than 2 years and have travelled less than 35 000km which are still under a valid Manufacturer's Warranty or comprehensive maintenance plan with a full service history as per manufacturer service specifications

**Used Vehicles:** Means vehicles which do not qualify as new vehicles, but which are still under a valid Manufacturer's Warranty or comprehensive maintenance plan and has less than 120 000km on the odometer at the time of the contract start date as stipulated on the Transaction Schedule; with a full service history as per manufacturer service specifications;

**Underlying Plan:** Means any Manufacturer plan or any other plan taken up instead of the Manufacturer service and/or Maintenance plan;

**Light Commercial Vehicles:** Means vehicles of the Light Commercial Vehicle (LCV) category, and includes MPV's (Multi-Purpose Vehicles), RV's (Recreational Vehicles) and SUV's (Sports Utility Vehicles);

**Vehicle:** Means one or more vehicles as stipulated on the Transaction Schedule and all optional equipment and accessories as specified at point of acceptance of the Options Motor Drive Maintenance Plan and all parts and replacement parts which may be added at any time to the vehicle;

**Service History:** If the vehicle does not have an up-to-date and fully valid service history it does not qualify for this plan. It is your duty as well as the Selling Dealership's duty to verify this before purchasing the plan. If this is not done, the plan will be invalid, and claims against it will be rejected. A copy of service history must be retained, as this may be requested in the event of a claim. It is recommended that a copy of such proof is attached to the application form at point of sale;

**Contract Kilometers:** Means the kilometer reading which, when reached, will terminate this Options Motor Drive Maintenance Plan, as stated on the Transaction Schedule (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 Motor Drive Maintenance Plan, the number of which is stated on the Transaction Schedule. These months may only be altered under an addendum to this contract;

**Vehicle Maintenance and Servicing:** Means the vehicle's maintenance and service to be performed on the vehicle, as detailed under clause 4 and administered and paid for by us;

**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;

**Plan Fee:** Means the fee for this Options Motor Drive Maintenance Plan, as stated on the Supplying Dealership's invoice which is payable by you to us;

**Transaction Schedule:** Means the Options Motor Drive Maintenance Plan Transaction Schedule relating to this contract and any other Options Motor Drive Maintenance Plan Transaction Schedules you received after the start date - whether in substitution for, or addition to, the existing Options Motor Drive Maintenance Plan Transaction Schedule;

**Inception Kilometers:** Means the kilometer reading on which this Options Motor Drive Maintenance Plan incepts. This is indicated on the Transaction Schedule. These kilometers may only be altered under an addendum to this contract;

**Start Date:** Means the commencement date as stipulated on the Transaction Schedule for the **vehicle**;

**This Contract:** Means this contract, together with all related Transaction Schedules, 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. Inception and duration

- (a) Provided that your contract fee has been received by us, and your application and all the documentation specified as forming part of this contract has been received and accepted by us, this contract is formed on the start date and will endure until terminated as provided for herein; 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 Plan
- (b) Your benefits under this contract will incept on the later of the start date or the date determined in accordance with 3(c) or 3(d), if applicable.

#### ***Inception of Extension Plans***

Should you have purchased an extension of a Manufacturer plan or an existing plan, then the following will apply:

- (c) Extension of a New Vehicle Plan (where the vehicle is no more than 2 years old and has 35 000km or less on the odometer). The contract months pertaining to this contract will run concurrently with the months applicable to the Underlying Plan, and are not in addition to the Underlying Plan months;

Example illustrating plan inception for (c) above (where vehicle has less than 35 000kms and is less than 24 months old):

- Vehicle has a 36 month / 60 000km Underlying Plan, and is on 20 000kms;
- Customer purchases an extension (under this contract) from 60 000km to 100 000km (or 5 years, which 5 years run concurrently with the Underlying Plan 3 years). This represents an extent of cover equal to 40 000km;
- After 36 months, the vehicle has 50 000km on the odometer (therefore the Underlying Plan has expired on time);
- As regards the extension plan, unless you apply for an addendum, the cover under this plan remains at 60 000km to 100 000km, and you will bear the risk between 50 000km and 60 000km;
- However, if you apply for a special extension with our consent the cover will incept at 50 000km and run to 90 000km (i.e. there is still 40 000km extent of cover but incepts earlier).

**Please Note:** We may, at our discretion, offer longer period cover, or “gap cover” for the uncovered 10 000km as in the example above, on Terms and Conditions and at a price which we shall determine at the time.

- (d) Extension of an existing plan, or a Underlying Plan for a Used Vehicle (where the vehicle has more than 35 000km and is older than 2 years).

The contract months pertaining to this contract will commence upon the expiry of the existing plan or the Manufacturer plan, whichever is applicable. Should an existing plan or a Manufacturer plan (which this contract is extending) expire on time instead of mileage, then the contract parameters of this plan may be altered with our consent at your request and by way of an addendum between us (a “special extension”).

Example illustrating plan inception – for (d) above (where vehicle has more than 35 000kms and is more than 24 months old):

- Vehicle has a 36 month / 60 000km Manufacturer plan and is two years old BUT has 45 000kms on the odometer;
- Customer purchases an extension for 2 years / additional 40 000kms;
- After 32 months, the vehicle has reached 60 000km on the odometer (therefore the Underlying Plan has expired on mileage);
- As regards the extension plan, the 24 months cover purchased will commence at that point (the onus is on you to inform us that your extension will commence at this date), and the cover will be from 60 000kms to 100 000kms, running concurrently with the aforementioned 2 years;
- Should the 36 months of the Underlying Plan have been reached before the 60 000kms, the 2 years cover commences then, and the 40 000kms band of cover purchased gets added onto the kilometers existing at the point in time to calculate expiry kilometers.

#### 4. Maintenance service

- (a) Subject to the terms hereof, and provided that we have accepted your application as referred to in 3(a), we shall as promptly as is reasonably possible administer and pay the Approved Dealership for the standard maintenance service of the vehicle consisting of:

- (i) The routine services due (after the date of acceptance as noted on the Transaction Schedule) according to the Manufacturer's Handbook and to be performed on time or kilometers, whichever occurs first. Where a Manufacturer updates or alters the routine service specification or intervals, including, but not limited to the cambelt service, after the date of acceptance on the Transaction Schedule, such changes will not be covered by this contract, unless otherwise specified herein or in an addendum;

**Please Note:** Where a customer is a low mileage user, and therefore only requires annual services, then only the total services relevant to the kilometer intervals required over the total kilometers covered by this contract will be covered;

- (ii) Maintenance and mechanical repairs needed by the vehicle because of normal wear and tear and mechanical failure. It is not the intention of this contract to make new from old in terms of the vehicle, only to maintain the vehicle in a roadworthy condition for the duration of the contract. In performing our duties under this clause we may, at our option, repair or replace any damaged parts, and service-exchange units (pre- overhauled replacement units) may, at our sole discretion, be used where applicable. We reserve the right to repair items as opposed to replacing items, whether or not the item to be repaired forms part of a cluster of parts or instruments or the like. Parts or units removed for replacement become our property.

**Workshop Guarantee:** As a registered financial services provider, Motorite strives to ensure at all times that its customers are provided with the highest quality of service, both in their dealings with Motorite and in any repairs or services performed on their vehicles. In addition to any legal requirements Motorite's approved suppliers guarantee all workmanship and materials (excluding electrical components) supplied, for periods varying between 6 months and a year. The exact details of the guarantee for any particular component can be obtained from Motorite on request and Motorite will gladly assist any customer who wishes to pursue a claim under the guarantee provided by Motorite's approved suppliers.

- (b) Where necessary we shall as promptly as is reasonably possible advise you, through the Approved Dealership workshop, if any maintenance or repair charges fall outside the scope of the maintenance or service and are therefore your responsibility.

## 5. Plan limitations, exclusions or conditions

- (a) General Exclusions: The maintenance service excludes:
- (i) Wear and tear for items which are specifically excluded;
  - (ii) Any charges normally recoverable under the Underlying Warranty or, if applicable to the vehicle, Manufacturer or other approved Service and Maintenance Plan; or charges where you have any other cover, or partial cover, for the same loss or damage covered by this Plan. In such a case we are only liable to repair to an amount equal to the uncovered portion of loss or damage;
  - (iii) 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's Handbook;
    - Carry out preventive maintenance as stated in clause 4(a) and 8(iv);
  - (iv) Any non-mechanical breakages or damage to interior upholstery or bodywork;
  - (v) Service products needed between standard maintenance services, including fuel, engine oil, transmission oil, brake fluid and other lubricants;
  - (vi) Repair of:
    - Rust corrosion;
    - Any external impact or collision causing damage, whether mechanical or otherwise;
    - Any repairs to radio, tape, compact disc, DVD players, park distance control systems, telephone, cellular or communication system 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, caused by driver error, poor driver technique, negligence, abuse, vandalism, forcible entry, strikes, riots, war, political disturbance or the like, acts of God or caused by workshop error or negligence, whether intentional or not;
    - Claims for defective parts or claims for repairs caused by defective parts;
  - (vii) 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 and wheel balancing, as part of a standard service and as such, is depicted as an "R" item;
- (viii) Repair or replacement of:
- Body parts or interior trimmings and fittings, upholstery and seat covers;
  - Windscreen, windows, glass or lenses;
- (ix) Costs of:
- Repairing any defect that existed at the time the vehicle was delivered to you ("a pre-existing defect");
  - Repairing any resulting defect that occurs because of a pre-existing defect, a Manufacturer recall or Manufacturer upgrade;
  - Cleaning the vehicle and its engine;
  - Valet services;
  - Providing additives not specified by the Manufacturer;
- (x) Costs incurred for modifications or additions of any accessories, including those required by law. "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;
- (xi) Modifications which have not been approved by the vehicle Manufacturer, including, but not limited to all engine conversions and turbo-charged units;
- (xii) Charges incurred for the maintenance service outside South Africa, unless we have given you prior written approval for such repairs at an agreed value in South African Rand;
- (xiii) Any claims for repairs where the required contract documentation and relevant payment thereof has not been received by us;
- (xiv) 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;
- (xv) Claims for wear and tear arising from abnormal, unfair usage or poor driver technique. Such claims include, but are not limited to, clutch and brake lining wearing prematurely. As an overriding rule, industry norms for brake replacement cycles will apply, and also a minimum of 75% usage must be obtained before brake linings are considered for replacement. However, this will still be subject to a "fair wear and tear" assessment. Brake disc replacement will only be considered if the component is outside the Manufacturer's specification, as well as machine (skimming) tolerance;
- (xvi) Any repairs and maintenance which have not been authorised by us, and therefore do not have an authorisation number;
- (xvii) 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;
- (xviii) The failure of, or damage to, any component or part caused by the failure of any part which is an excluded item. This includes damage caused by any object from an external source;
- (xix) Only administrator approved replacement parts will be authorised unless specified by us;
- (xx) Should the vehicle be covered by a valid service plan (whether provided by the Manufacturer or any other party) then we shall not be liable to pay for any costs covered under the said service plan, and the benefits payable hereunder shall be limited to the topping up of cover from the amount covered by the said service plan to the level of standard maintenance;
- (xxi) Should you have paid a fee to provide for the topping up of an underlying service plan which was to be provided by the Manufacturer or any other party, and for any reason (including without limitation an error or failing of the Manufacturer, the Supplying Dealership or you), then the cover provided hereunder will be determined as if the vehicle did in fact have a valid underlying service plan, and the cost of any services or

(xxii) Where the vehicle is older than 35 000km or 2 years, and where it is not within a Underlying Plan at date of sale -

- Claims related to engine, gearbox or differential failures are limited to R10,000.00 (excluding VAT) for each claim;
- We shall not be liable for claims, except for standard service items, until the 45th day after the start date of the contract;
- Anyexisting wear and tear item must have a minimum life of 10 000 kilometers, failing which we may reject claims for that item;

(xxiii) Should you opt to extend an Underlying Service Plan with our full maintenance plan where cover commences only on expiry of the said an Underlying Service Plan, then a 45 day moratorium on claims for non-service related items will apply on inception of our maintenance plan extension. The said 45 day moratorium will however not apply if the Underlying Service Plan is “topped up” and cover commences immediately.

## 6. Payment and adjustment of the contract fee

- (a) Unless otherwise specified in the Transaction Schedule or in an attachment to this contract, you may pay the contract fee either directly to us, or to the Supplying Dealership who will act as your payment agent. The Supplying Dealership must then pay the contract fee over to us. Only when payment is received by us in full, will we accept liability in terms of this contract;
- (b) We reserve the right to cancel the contract should we not receive the agreed contract fee;
- (c) If you fail to inform us of any intended abnormal use and you use the vehicle abnormally, we may either cancel the contract from inception and claim any damages we have suffered, or agree a contract fee increase with you. The contract fee increase will not be less than the percentage increase listed alongside the abnormal use in the table, and may be greater than these amounts depending on your use of the vehicle;

<b>Abnormal Use</b>	<b>% Fee Increase</b>
Security and courier companies, medical reaction vehicles, commercial tow-in vehicles, non-commercial towing, or any related industries.	35%
Engineering and construction companies (commercial vehicles).	25%
Where kilometer use will or does exceed 70 000km per annum (5 833km per month).	15%
Where off-road use will be between 10% and 30% of your total use of the vehicle (both numbers included).	15%
Where off-road use will be between 31% and 50% of your total use of the vehicle (both numbers included).	25%
Where off-road use will be over 50% of your total use of the vehicle.	45%

- (d) Payment of any contract fee increase agreed with you must be made to us within 5 days of you and us agreeing thereto. Failure to do so will render any claim against this contract invalid, and we may at our discretion either cancel the contract or suspend it until such time as full payment is received by us.

## 7. 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 as specified in clause 8(vi);
- (b) Ensure that preventative maintenance, as in clause 8(iv) is carried out and ensure that the cambelt is replaced, as per the Manufacturer's requirements;
- (c) Comply with and ensure that every person who uses or possesses the vehicle at any time complies with the terms of this contract;
- (d) Keep the vehicle clean and neat at all times;
- (e) 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;
- (f) 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;
- (g) 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 to the vehicles Supplying Dealership or, if outside a 100km radius, to 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;
- (h) Allow us and our representative's 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.

## 8. 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, as well as the Selling Dealership's responsibility to verify the full service history prior to inception of this contract. Your confirmation 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 or repaired by the Supplying Dealership unless you are outside a 100km radius from the Supplying Dealership, in which case the vehicle must be serviced or repaired 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 over-run 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 repairs 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 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 maintenance services covered under this contract;

## 9. 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
  - (iii) 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 maintenance 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;
- (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.

## **10. No partnership, joint venture or agency**

- (a) 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.

## **11. 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;
  - (ii) Natural disasters, for example: violent storms, cyclones, earthquakes, tidal waves, floods or destruction by lightning;
  - (iii) War, civil violence, riots, revolutions, acts of sabotage or terrorism;
  - (iv) Explosions, fires, destruction of machines, of factories and of any installation;
  - (v) Boycotts, strikes and lockouts of all kinds, go-slows, occupation of factories and property and work stoppages;
  - (vi) Embargoes, international controls or any order of any international authority;
  - (vii) 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.

## **12. Choice of law**

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

## **13. Jurisdiction**

- (a) The parties consent to the jurisdiction of a competent Court for any proceedings connected with this Contract;

- (b) The parties choose as the respective addresses at which they agree to be served all letters, demands and legal processes (“notices”) relating to this contract as:
- (i) Motorite Administrators (Pty) Ltd:  
**Johannesburg:**  
 Motovantage House  
 Stonemill Office Park  
 300 Acacia Road  
 Blackheath  
 2195
- (ii) The Customer - The address stated alongside your name on the Transaction Schedule;
- Please Note:** For companies, close corporations or partnerships, the address must be the registered address or principal place of business;
- (c) 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;
- (d) Every notice is considered to have been properly received 7 days after posting, when sent by registered post;
- (e) 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.

#### 14. 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.

#### 15. Cancellation and refund; transfer of rights under this contract

- (a) In the event of a breach by you, Where you are a natural person, and we have in terms of this contract the right to cancel the contract, we shall first give you 20 business days written notice calling on you to rectify the breach, before we exercise our right of cancellation.
- (b) If you sell the vehicle before the end of the contract months or contract expiry kilometers, you may, subject to our prior written approval, transfer your rights and duties in full to the buyer. Under no other circumstances may you transfer your rights and duties under this contract without our prior written approval. Further, it is a prerequisite of any transfer as described that:
- (i) Where you are not the owner of the vehicle, the owner provides written approval to the transfer, and;
- (ii) Confirmation must be obtained from us that the contract is still valid;
- Please Note:** Failure to comply with any of the provisions of this clause will render the transfer invalid and therefore any claims made by the transferee will be rejected.
- (c) In the event of this contract being cancelled by you (or your executor following your death), subject to the terms and conditions of this contract having been complied with, then a refund will be made relative to the unexpired period of the contract. Commissions and administration fees will be deducted;
- (d) As an alternative to cancellation and refund following your death we may agree to transfer any of our rights and duties under this contract to any one or more persons;

The above-mentioned payment is subject to the Terms and Conditions of the contract having been complied with and no claims having been paid out under the contract. Refunds will in the first instance be made to the financier of the plan.

- (e) You or We may cancel this plan anytime by giving 31 days' notice.
- (f) Any refunds (irrespective of the reason of the cancellation of this contract) will be calculated by taking into account the total amount of the Plan Fee and the total amounts paid out by us in terms of this contract. Commissions and administration fees will be deducted.

**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.**

## 16. Disputes about the maintenance service

If there is a dispute about whether any repair, service or maintenance work falls within the scope of maintenance service stated in clause 4 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.

## 17. Indemnity

Subject to the extent of any contrary provisions of the Consumer Protection Act no 68 of 2008, which shall be deemed to have mended any conflicting provisions hereof, we are not liable to you or any third party for any loss, any liability, any damage (whether direct or subsequent) or any expense which you or any third party suffer because of any act or omission, negligent, or otherwise, of the Supplying Dealership or any Approved Dealership relating to the maintenance, repair or 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.

## 18. Procedure for making a claim

If the vehicle requires any service, repair or maintenance work as specified in clause 4(a) the following procedure must be followed:

- (a) You must check the Maintenance Plan to ensure that the relevant event and parts are covered;
  - Please Note:** Should stripping of an engine or any component be required for a claim to be assessed, then the cost of stripping and diagnosis is for your own account where the cause of breakdown and parts are not covered; however you are entitled to a quotation before approving such costs and we will not proceed to strip without your authorisation of the quotation.
- (b) If the Maintenance Plan covers the cause of the breakdown and parts, 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 or breakdown;
  - (iii) The odometer reading of the vehicle at the time of the event or breakdown;
  - (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, maintenance or repair 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, maintenance work or repair is identified as a claim under this Maintenance Plan, the Claims Department will issue an order number to the Approved Dealership.
- (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;
- (i) The maximum amount payable for each claimable event is limited to the maximum benefit if applicable, or the cost of repair, whichever is the lesser amount;

**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.

## 19. Miscellaneous terms

- (a) The terms stated in this contract and the relevant Transaction Schedule and any addendum make up the entire terms of the Options Motor Drive Maintenance Plan. Any cancellation of or change to any term of this contract or the attached Transaction Schedule 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 Supplying Dealership or to us;

### 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.
- (c) 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;
- (d) 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;
- (e) 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.
- (f) 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;
- (g) The terms of this contract apply independently to each vehicle and to each Transaction Schedule attached to this contract, whether accepted at the same time or not.

## 20. Extra benefits for Options Motor Drive dealer customers

As a contract holder, you automatically qualify to access the following extra benefits:

### The Motorite Assist Programme, incorporating:

- 1.1 Emergency Medical Services;
- 1.2 Trauma Assistance;
- 1.3 Roadside Assistance;
- 1.4 Legal Assistance;
- 1.5 Personal Health Advisor; and
- 1.6 Map Assistance.

## 21. 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. Should the incident in question be a mechanical or electrical breakdown that has occurred because of the failure of a part that is covered under the terms and conditions of this Plan, we shall refund the payment, subject to the applicable Maintenance terms and conditions

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. Which will be for the clients account.

### 21.3 Roadside Assistance

You must pay for all costs incurred under Roadside Assistance, unless the mechanical or electrical breakdown occurred because of failure of a part that is covered under the terms and conditions of this Plan. It is your responsibility to pay the service provider.

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. If the mechanical or electrical breakdown occurred because of failure of a part that is covered under the terms and conditions of this Plan, We shall refund the payment, subject to the applicable terms and conditions up to a maximum of R1000 (including VAT), after you send us the relevant proofs of payment.

#### 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.
- (f) 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.
- (g) **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;
- (h) **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.

- (i) The Attorney Referral Service is also available for matters like bail and prosecutions and to protect the rights of motorists generally;
- (j) **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;
  - (ii) Child Maintenance Kit;
  - (iii) Domestic Employment Agreement;
  - (iv) Lease Agreement;
  - (v) Purchase Agreement;
  - (vi) A will; and
  - (vii) 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 has 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:

- 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;
- Addiction - All the nurses are trained counsellors and can offer advice on coping skills or refer callers to appropriate medical-care clinics;
- 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**