

# WELL DONE!

As part of *The Unlimited family*  
you get unique, unbeatable value  
you cannot get anywhere else.



\*The insurance benefits are underwritten by Santam Structured Life Limited (Reg. No.: 2002/013263/06)

## YOUR AGREEMENT AND POLICY

*All you need to know*

**The Unlimited**  
**Shifting Lives**

An authorised financial services provider

FSP21473

## AUTO ELITE AGREEMENT

The Agreement sets out Your Auto Elite plan, it should be read carefully to ensure that You are familiar with its contents. If You have any queries concerning the agreement, please phone The Unlimited on 0861 835 386.

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### SECTION 1: MAINTENANCE AND RESTORATION PROCEDURE

### SECTION 2: GENERAL TERMS AND CONDITIONS

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### SECTION 4: EXCLUSIONS

### SECTION 5: ROADSIDE ASSISTANCE

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#### DEFINITIONS

- a) **"Administrator"** SA Vehicle Maintenance (PTY) Ltd, company registration number 200/009578/07, a subsidiary of M-Sure (PTY) Ltd, company registration number 2002/022941/07.
- b) **"Agreement"** means, collectively, the terms and conditions set out in this document, the Welcome Letter or application form signed by you.
- c) **"Benefits"** means, collectively, all the benefits to which You are entitled under this Agreement. Benefits include the Services.
- d) **"Change of Ownership"** This Maintenance Plan applies only to You and the specific Vehicle mentioned in Your plan, so You may not transfer Your plan to anyone. Please note that should You wish to change Your specified Vehicle, you will need to get permission from The Unlimited. Once this is approved, the Suspensive Period will then be applied again from the collection of your next fee.
- e) **"Commencement Date"** The commencement date is the date on which we receive the first successful monthly Fee from You.
- f) **"Fee"** means the total amount You pay Us each month.
- g) **"Maintenance and Restoration Services"** The motor vehicle maintenance and restoration services that You are entitled to when You purchase this Maintenance Plan as more fully described in sections 3A, 3B and 4 of this document.
- h) **"Maintenance Plan"** The complete Maintenance Plan is described in this document and always includes any subsequent endorsements, amendments and declarations.
- i) **"Period"** This Maintenance Plan is a month to month membership and it renews on each occasion that we receive a monthly Fee from You.
- j) **"Quarterly"** Each quarter is a period of 90 (ninety) days calculated from the commencement date. First maintenance and restoration service may only be submitted after two successful debits in a row, though such may include maintenance and restoration services in respect of pre-existing damages (this will be on your first claim only).
- k) **"Services"** means, collectively, the services provided which are set out in these terms in sections 3A, 3B and 5.
- l) **"Suspensive Period"** means the collection of two successful debits in a row before you can use and enjoy the Maintenance Plan.
- m) **"Vehicle"** The vehicle, which details You provided to Us. Vehicles may not exceed a gross vehicle mass of 3,500kg (three thousand five hundred kilograms).
- n) **"You/Your"** means the main member who's details have been provided to us.
- o) **"We/Us/Our/The Unlimited"** means The Unlimited Group (Pty) Limited, a company registered in accordance with the company laws of South Africa being the agent for this of the Agreement.

## SECTION 1: MAINTENANCE AND RESTORATION PROCEDURE

If the vehicle requires any maintenance and restoration service in terms of this Maintenance Plan, You must report it to the Us on 0861 835 386, and We will transfer You to the Administrator for approval before any Maintenance and Restoration Services will be rendered. If the required Maintenance and Restoration Services are approved by the Administrator, arrangements will be made to have the authorised (approved) Maintenance and Restoration Services done.

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## SECTION 2: GENERAL TERMS AND CONDITIONS

- Maintenance and Restoration Limit:** You are entitled to Maintenance and Restoration Services up to a maximum of R3 000 (three thousand Rand), including VAT, per Quarter (90 days). If You do not use the maximum of R3 000 in one Quarter, this amount is not carried over to the next Quarter. The maximum amount for the next Quarter will start again at R3 000. Please note should You fail to pay Your monthly Fee, the Suspensive Period will reinstate on collection of Your next Fee.
- Maintenance Plan:** The Maintenance and Restoration Services rendered in terms of this Maintenance Plan will only be rendered in respect of the motor vehicle components stipulated in section 3A and 3B. The Maintenance and Restoration Services must be done with the prior authorisation and in accordance with the arrangements made by the Administrator.
- Maintenance Bookings:** Booking is allowed only through the Administrator and may be arranged by calling Us on 0861 835 386.
- Maintenance Period:** This Maintenance Plan is a month to month membership which renews on each date that a successful monthly Fee is collected by US and provides Maintenance and Restoration Services from the completion of the Suspensive Period.
- Territory:** Maintenance and Restoration Services can only be rendered in the Republic of South Africa.
- Maintenance and Restoration Plan:** We guarantee any maintenance services, including labour, approved in terms of this plan for a period of 90 (ninety) days after the date of Maintenance and Restoration Services were performed. No Maintenance and Restoration Services will be rendered in case of misuse or abuse of the vehicle.
- Payment:** Your monthly Fee for this Maintenance Plan must be paid in advance and no Maintenance and Restoration Services are available unless We have received the Fee.
- Cancellation of this Maintenance Plan:** If the vehicle is stolen, hijacked or damaged beyond repair while this Maintenance Plan is valid, the Maintenance Plan will be terminated from the date of the event or alternatively You may cancel this plan at any time.
- Non-insurance product:** Note that this Maintenance Plan does not constitute a short-term insurance policy. We therefore do not in any way indemnify You for any damages or losses sustained or suffered and our obligations are limited to the supply of the Benefits.
- Pre-existing damage:** Note that You are entitled to the Maintenance and Restoration Services notwithstanding the fact that the damage or wear and tear occurred prior to the Commencement Date of the Maintenance Plan. Please note that this will only be on Your first use of the plan in Your first Quarter under the Maintenance Plan.
- Fee:**
  - There is an initial joining Fee of R220.00 on Your first debit.
  - The Fee is R149.99 and is inclusive of VAT and is payable monthly in advance.

- c. The Fee is payable to Us by debit order. Should You cancel the debit order, We shall be entitled to cancel this Agreement without notice to You.
- d. Should there be insufficient funds in Your bank account when We attempt to collect the Fee, You authorise Us to attempt to debit the Fee from Your account for a further 3 months in a row in order to provide you with the Benefits. Should We be unable to collect the Fee from You after 3 failed attempts, We shall be entitled to cancel this Agreement without notice to You. Please note that whilst there are Fees outstanding, You will not be entitled to enjoy the Benefits.
- e. We shall not be obliged to accept any Fee paid to it after the payment due date.
- f. **You authorise Us to deduct from any South African bank account held by You (including the Account), and without notice to You, all Fees payable by you to Us.**  
**WHILST WE SHALL TRY TO DEBIT YOUR BANK ACCOUNT ON THE DATE AGREED WITH YOU, YOU AUTHORISE US TO DEBIT YOUR BANK ACCOUNT ON ANY DAY OF THE MONTH AS WE, IN OUR DISCRETION, MAY DETERMINE.** The Unlimited makes use of NAEDO collections services to ensure that We are able to collect Your Fee.
12. Provision of the Benefits is restricted to events occurring and services being rendered in the Republic of South Africa.
13. You **consent** to The Unlimited providing and sharing Your personal information, and that of Your Vehicle, to Our service providers and/or agents. The Unlimited marketing other products and services to You.
14. **It is recorded that information relating to the parties to this Agreement or to persons whose interests are protected by this Agreement may be processed for the conclusion or performance of this contract, or to protect those interests, or to comply with legal obligations, or pursuing our legitimate interests or those of any third party to whom the information is supplied.**
15. The Unlimited may amend or terminate this Agreement at any time. Publication of such amendments or Termination by such means as We select will constitute valid notice of the amendments to You and such amendments will be effective immediately. **You also authorise The Unlimited to notify You of any amendments via SMS. You may not amend or vary this Agreement at all.**
16. By paying, alternatively authorising The Unlimited to collect, the first Fee due under and in terms of this Agreement, You shall be deemed to have read and accepted the terms and conditions contained in this Agreement.
17. Should any clause in this Agreement become illegal, invalid or unenforceable in any respect the remaining clauses will not be affected or impaired as a result.
18. We are not an agent of the Administrator providing Benefits and Services under this Agreement accordingly You acknowledge and Agree we cannot be held liable for any of their Conduct, Acts or Omissions when rendering the Services to You.
19. Should You exercise Your Cooling-off Period rights, You must notify The Unlimited by telephone on 0861 835 386. The Unlimited will refund any Fees collected from You during the Cooling-off Period.
20. **Non-Transferability:** The benefits of this plan only apply to You and may not be changed to a new owner.

## SECTION 3: MAINTENANCE AND RESTORATION SERVICES

YOU ARE ENTITLED TO THESE SERVICES UNDER A AND B UP TO A MAXIMUM LIMIT OF R3 000 EVERY 90 DAYS (A QUARTER):

### A. EXTERIOR MAINTENANCE SERVICES

The Maintenance and Restoration Services will be rendered in respect of the following:

1. **Light Scratches & Minor Dents:** Repairs to dents and scratches to the Vehicle, but If any part of the body panel has been ripped or torn, then the damage shall not be defined as a dent or scratch and will not be covered under this Maintenance Plan.
2. **Stone Chips:** A chipped area that may be filled and sealed to prevent corrosion.
3. **Tar Removal:** Removes and restores an unlimited number of tar spots and marks.
4. **Windscreen Damage:** Maintenance and restoration of Your vehicle's windscreen, headlamps and related glass components in case of repairable chips only. If the windscreen cracks during the repair process, You will be responsible for the replacement costs of the windscreen.
5. **Wheel Rims and Mag Wheels:** Restoration of the vehicle's wheel rims or mag wheels if they sustain scuffs, stone chips or paint defects. Replacement of wheel rims or mag wheels is excluded.

### B. INTERIOR MAINTENANCE SERVICES

The Maintenance and Restoration Services will be rendered in respect of the following:

1. **Centre Console:** Scratches and scuffs to the vehicle's central console, only if damage is less than 150 mm (one hundred and fifty millimetres) wide and less than 1 mm (one millimetre) deep.
2. **Dashboard:** A scuff or a scratch not exceeding 150 mm (one hundred and fifty millimetres) and less than 1 mm (one millimetre) deep (excluding the airbag panel area).
3. **Door Handles:** Only scratches or scuffs to plastic door grab handles will be re-sprayed. Chrome plated and leather finished door handles are excluded.
4. **Door Panel Plastic:** Scratches or scuffs not exceeding 150 mm (one hundred and fifty millimetres) and less than 1 mm (one millimetre) deep will be repaired and re-sprayed.
5. **Gear Lever Boot:** Tears or rips to the gear lever boot, but only if less than 50 mm (fifty millimetres).
6. **Handbrake Boot:** Tears or rips to the handbrake boot, but only if less than 50 mm (fifty millimetres).
7. **Roof Lining:** Limited to one maintenance or restoration event per Maintenance Plan. If the existing roof lining becomes loose or starts to hang, this will only be repaired where possible. Replacement of the roof lining is excluded. The benefit does not apply to convertibles or vehicles with sunroofs.
8. **Seat Panel:** For tears not exceeding 50 mm (fifty millimetres) and burn holes not exceeding 10 mm (ten millimetres). If the exact fabric is not available, a suitable replacement fabric will be used.
9. **Seat Stitch:** Where damage is repairable to seat stitches not exceeding 75 mm (seventy five millimetres).

## SECTION 4: EXCLUSIONS

### NO MAINTENANCE AND RESTORATION SERVICES WILL BE RENDERED FOR:

- a) Any requests for maintenance services made prior to the Commencement Date of the Maintenance Plan or after termination, cancellation, expiry or lapsing of the Maintenance Plan.
- b) Mechanical or electrical breakdown or breakage.
- c) Repairs requiring stripping or assembling parts or any bodywork that does not expressly fall within the scope of maintenance services provided.
- d) Damages that develop over time. Examples of this are rust, faded or peeling paintwork.
- e) Damage to car radios, sound equipment or car telephones.
- f) Damage to any stickers or artwork and vehicle branding.
- g) Any damage to tyres.
- h) Any maintenance or restoration outside the Republic of South Africa.
- i) Any depreciation in value arising from maintenance or restoration.
- j) Any maintenance or restoration not authorised by the Administrator.
- k) Any fraudulent or excluded maintenance or restoration under this.
- l) Maintenance Plan. If You require any Maintenance or Restoration Services which are in any way fraudulent, You will forfeit all Fees paid to obtain this plan.
- m) Any maintenance or restoration that does not expressly fall within the scope of the Maintenance and Restoration Services described in sections 3A or 3B. Any maintenance service requiring the replacement of a body panel or part thereof.

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## SECTION 5: ROADSIDE ASSISTANCE

The following services are available 24 hours a day, 365 days a year, subject to the limits in the Benefit Table Below:

### BENEFIT TABLE:

ROADSIDE ASSISTANCE	
	BENEFIT/LIMIT PER INCIDENT
Flat Tyre	Changing of flat tyre. The SP will only assist with changing a tyre. Should a new tyre be required or no replacement tyre be available the SP will not be able to give You this service.
Key lockout service	Up to R300.00 per call out (balance for member's own account)
Run out of fuel	Provision of fuel to a maximum of 5 litres (limited to 2 call outs per year)
Tow-in	In the event of a mechanical breakdown or electrical failure of Your Vehicle, the SP will arrange for the towing of the covered vehicle to the nearest approved repairer. Please note that the SP will not provide towing services in the event of Your Vehicle being involved in an accident.
Jump-start	When you have a flat battery, the SP will jump-start Your Vehicle, limited to 2 calls outs per year (any calls over and above limit for member's own account).
Vehicle Storage	After hours when the tow-in service has been used and an approved repairer is closed.

## CONTACT DETAILS

DETAILS	CUSTOMER SERVICE	SERVICES REQUEST ADMINISTRATION
Name & Company reg. no.	The Unlimited Group (Pty) Limited	M-Sure (Pty) Ltd, 2002/022941/07
Physical address	1 Lucas Drive, Hillcrest, 3650	The Bridge Office Park, Block A, Building 2, 5 Boeing Road East, Elma Park, Edenvale,1609
Postal address	Private Bag X7028, Hillcrest, 3650	Private Bag X5, Bruma, 2026
Telephone No.	0861 835 386	0860 927 726
Facsimile	086 500 9307	0860 329 729
Email	<a href="mailto:info@theunlimited.co.za">info@theunlimited.co.za</a>	
Website	<a href="http://www.theunlimited.co.za">www.theunlimited.co.za</a>	<a href="http://www.m-sure.co.za">www.m-sure.co.za</a>

## SECTION 6: THE UNLIMITED PLAY BENEFIT

The Unlimited will provide the following benefit in return for the payment of the Fee and subject to the terms, conditions and exclusions stipulated.

### 1. 2 FOR 1 Music/Gaming/DVD ("2 For 1") – Terms and Conditions

- a) Provided You have purchased a CD, DVD, game or Blu-Ray product from Backbeat Dining (Pty) Limited (or its successor in title) ("**Backbeat**"), the 2 FOR 1 Benefit entitles You to a discount on the cost of a second CD, DVD, game or Blu-Ray.
- b) The 2 FOR 1 Benefit discount is equal to the cost of the least expensive CD, DVD, game or Blu-Ray purchased by You, **subject to a maximum discount of R200.00 (two hundred Rand)**.
- c) The 2 FOR 1 Benefit can only be redeemed for purchases of CDs, DVDs, games & Blu-Ray.
- d) Provided The Unlimited has successfully collected the monthly Fee payable by You, you will receive an electronic voucher by SMS to the cellular number You gave The Unlimited when You entered into the Agreement, after the 20th of each month. Please check the SMS voucher for the validity period.
- e) Should the value of the discount not be sufficient to cover the cost of the 2 FOR 1 Benefit item (i.e. a CD, DVD, game or Blu-Ray), You will be required to pay the balance of the price.
- f) No change will be given should the full value of the 2 FOR 1 Benefit not be redeemed.
- g) Should You not use the maximum value of the 2 FOR 1 Benefit each month the balance will not be carried forward to subsequent months.
- h) Additional purchases, over and above the 1 item purchased plus the 2 FOR 1 Benefit item will be invoiced at their full value.
- i) The 2 FOR 1 Benefit cannot be exchanged for cash.
- j) Only one 2 FOR 1 Benefit voucher may be used per transaction.
- k) Vouchers:
  - i) cannot be backdated; and
  - ii) can only be redeemed once.
- l) Refunds and exchanges are only applicable for damaged or incorrectly supplied items.
- m) Should You lose Your SMS voucher You can request a replacement voucher number by phoning/emailing Backbeat's call centre. Backbeat will SMS a replacement voucher to You within 24 working hours of Your request.

- n) The 2 FOR 1 Benefit can only be redeemed by You.
- o) The 2 FOR 1 Benefit cannot be used in conjunction with any other of Backbeat's discounts or promotions.
- p) Backbeat reserves the right to request positive identification from You before accepting Your request to redeem a Benefit.
- q) Backbeat will, subject to having received payment in respect of the items, deliver the items to You:
  - i) within a minimum of 3 working days from the date of having received Your payment, in respect of items which Backbeat has in stock; and
  - ii) within a minimum of 15 working days from the date of having received Your payment, in respect of items which Backbeat does not have in stock.

## 2. 2 FOR 1 Music/Gaming/DVD ("2 For 1") – Redemption Process:

### Online Process

- a) Visit [www.theunlimitedplay.co.za](http://www.theunlimitedplay.co.za)
- b) Sign in by clicking the "**Register/Sign in**" button. New Users: Please register by filling in Your details under "**New Users**". If You have already registered, select the "**Current Users**" option.
- c) Select the items You wish to purchase by selecting the "**Add to cart**" button on each individual item.
- d) Once You have finished shopping click on "**Shopping Cart**". You will have an opportunity to review Your order. If Your order is correct proceed to "**Checkout**".
- e) Enter Your voucher number where prompted to do so on the "**Ship & Pay**" screen. Your cart total will be updated with any relevant discount. Complete the checkout process by following the on-screen prompts.
- f) You will be notified via email or SMS of the status of Your order.
- g) Your order will be dispatched to You in accordance with the terms and conditions above.
- h) For future purchases, please do not forget Your email/password combination.
- i) Should You require any support You may contact Backbeat's call centre on weekdays (but excluding public holidays) between 8am and 5pm on 0861 122 232, alternatively You may email Backbeat on [support@theunlimitedplay.co.za](mailto:support@theunlimitedplay.co.za).

### Call centre process:

- a) Contact Backbeat's call centre on weekdays (but excluding public holidays) between 8am and 5pm on 0861 122 232.
- b) A call centre agent will register Your account and assist You with Your purchase.
- c) You will need to provide the agent with:
  - i) Your personal details, including Your Agreement number;
  - ii) Your 2 FOR 1 Music/Gaming/DVDs voucher number; and
  - iii) Your payment details (either credit card, internet transfer or cash deposit).
- d) Your order will be dispatched to You in accordance with Backbeat's terms and conditions above.