

Unlimit Your Life.

THE UNLIMITED



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THE UNLIMITED FAMILY MEMBERSHIP AGREEMENT AUTO SUPREME LITE

1. WHO IS PART OF THE UNLIMITED FAMILY AGREEMENT?

1.1. You and anybody else who is financially dependent on you and whose names and dates of birth you have provided to us and who we have agreed to include as members. This can include your spouse, children and other adults who are dependent on you.

ΔΝΓ

- Us, The Unlimited Group (Pty) Limited. We bring you the benefits and provide intermediary services in respect of the insurance cover.
- 1.3. SA Vehicle Maintenance (Pty) Ltd, registration number 2000/009578/07, a subsidiary of M-Sure Financial Services (Pty) Ltd, registration number 2002/022941/07 (the Administrator).
- 1.4. By making payment of your monthly fee you:
 - i. agree and want to be a party to this membership agreement;
 - ii. allow us to fulfil on our obligations to you in terms of this agreement. To allow us to do this, you agree that we can share your information with our partners, business associates, agents, representatives and other relevant third parties; and
 - iii. agree that we can market other products and services to you, share market innovations with you and you consent that we can submit your information to credit institutions (including credit bureaus) to update, process and monitor your information to guide us in making decisions about product development and suitability of offering, affordability, market conduct and activities related to our business and providing goods and services to you.
- 1.5. The Fee is the total amount you pay us each month for all the membership costs (which include the non-financial services benefits you have with us as set out in this membership agreement) and where you have an Insurance Policy, it will include the premium. It will include any subsequent costs for added benefits to your membership and additional premiums for endorsements to your Policy. Payment of the fee entitles you to membership of The Unlimited Family and accordingly, to be notified of further product offerings, as well as preferential pricing should you take the additional products from us.
- 1.6. We may change the membership benefits or fees payable at any time. If the fee or membership benefits change for any reason, you will be given 31 days' prior written notice to that effect. Should you purchase additional membership benefits, the applicable fee/s will become payable immediately.
- 1.7. The Premium, which is payable by us to the insurer/administrator will be disclosed on the Policy or endorsement.
- 1.8. The Unlimited makes use of NAEDO collections services. This prioritises your debit to ensure that We are able to collect the monthly Fee. If we are unable to collect on the debit date you have given us, we use a tracking system that allows us to process your debit on another date to improve the likelihood of a successful collection and that allows you to keep your membership and Policy benefits active.
- 1.9. Your Fee may be collected on a different date due to a public holiday or weekend.
- 1.10. You must be under the age of 65 to enter into this membership agreement. The membership agreement will end when you turn 70. Any membership benefits that apply to dependants will end should this membership agreement end for any reason.

1.11. For any questions on your service benefits, please call us on 0861 990 000 for assistance.

2. WHAT BENEFITS DO YOU GET AND WHEN CAN YOU USE THEM?

- 2.1. For your monthly membership fee (after we pay the premium for insurance cover) you get the following benefits:
 - Motor vehicle maintenance and restoration plan (see clause 3 below);
 - ii. We negotiate rates and terms with service providers on your behalf and arrange insurance cover for you.
- 2.2. Unless we tell you otherwise, as soon as we have successfully collected two consecutive monthly fee payments, you can start using your benefits, but the insurance cover may be subject to waiting periods in the insurance Policy. The fee includes the premium which is payable to the Insurer for the cover.
- 2.3. Your use of the benefits is subject to the terms of this agreement and any insurance Policy, schedules, amendments and endorsements.

3. WHAT MOTOR VEHICLE MAINTENANCE AND RESTORATION SERVICES HAVE YOU GOT AND WHEN CAN YOU USE THEM?

3.1. Your maintenance and restoration plan includes the following benefits and services:

3.1.1. Maintenance and Restoration Plan

You have the benefit of maintenance and restoration services worth up to a maximum of R2 000 (two thousand Rand) including VAT, every 90 (ninety) days, calculated from when we receive your first successful payment (the **Start Date**). This amount is for maintenance and restoration services to the motor vehicle (**car**) whose registration number and details you have provided to us. If you do not use the maximum value of R2 000 in the 90-day period, **this amount or the balance**, is **not carried over** to the next 90-day period. The maximum amount for the next 90 days will start again at R2 000. **Please note that certain maintenance and restoration services are excluded** – see clause 3.4 (below). As examples: mechanical issues and replacement parts of any nature are excluded.

3.1.2. Type of maintenance and restoration services included on the maintenance and restoration plan

This plan assists with repairing minor damages. Any damages caused by an accident or damages with signs of a panel being ripped, torn, cracked or in need of replacement are explicitly excluded.

You can use your benefit of up to R2 000 for maintenance and restoration services for both exterior and interior maintenance. If the maintenance and restoration services cost more than R2 000, you will need to pay the balance off before the maintenance and restoration service can be done.

3.1.2.1. Exterior maintenance and restoration services			
Light Scratches & Minor Dents	For dents and scratches to the outside of the car.		
Stone Chips	A chipped area if it can be filled and sealed to prevent corrosion.		
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.		

Exterior Damage	Maintenance and restoration of minor dents and scratches on your vehicle which is caused by the daily use of your vehicle. Minor dents and scratches are typically caused by objects making contact with your vehicle whilst it is stationary or slowly in motion. Examples could be: a trolley running into your vehicle in a parking lot or a hard ball hitting a soft panel on your vehicle next to a sport field. Other forms of minor damage could include brushing your bumper against a pillar or curb causing a scratch whilst parking. Damages as described above are normally too small to claim from your comprehensive insurance as the repair value is less than the insurance excess payable.

3.1.2.2. Interior maintenance and restoration services			
Centre Console, Dashboard and Door Panel (plastic parts only)	Scratches and scuffs that are less than 150 mm (one hundred and fifty millimetres) wide and less than 1 mm (one millimetre) deep. The airbag area is excluded.		
Gear Lever Boot and Handbrake Boot	Tears or rips to the gear lever and handbrake boot, but only if less than 50 mm (fifty millimetres).		
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.		
Seat Stitch	Where damage is repairable to seat stitches not exceeding 75 mm (seventy-five millimetres).		
Roof Lining	Limited to one maintenance or restoration event per Maintenance and Restoration Plan. If the existing roof lining becomes loose or starts to hang, this will only be repaired where possible. Replacement of the roof lining or any part thereof is excluded. The benefit does not apply to convertibles or vehicles with sunroofs.		

3.2. IMPORTANT INFORMATION

- 3.2.1. This Maintenance and Restoration Plan applies only to you and the specific motor vehicle whose details you provided to us at time of taking the plan.
- 3.2.2. Your motor vehicle must be a private motor vehicle or light delivery vehicle with a gross vehicle mass of not more than 3,500 kg (vehicle). Vehicles used for any of the following purposes are excluded:
 - Racing, rallies, taxis, hiring, carrying of explosives or trade goods for business purposes, driving instruction for reward;
 - vehicle is in the custody of the motor trade other than for the purpose of its overhaul, upkeep or repair;
 - iii. motorcycles, four wheeled bikes, scooters, caravans or motor homes, trailers and boats; and
 - iv. exotic cars.
- 3.2.3. You may not transfer your plan to anyone or use the benefits for another vehicle.
- 3.2.4. Please note that should you wish to change your specific vehicle, you will need to inform The Unlimited of the change. To do this, call 0861 990 000.

- 3.2.5. You will be limited to one specified vehicle change in a two-year period. The two-year period will be calculated from the first successful collection of your monthly Fee and for a consecutive period of 24 months, and each 24-month period thereafter.
- 3.2.6. You will be allowed to have maintenance and restoration services done to pre-existing damages (damages your vehicle had before the Start Date) on your first use of the maintenance and restoration plan within the initial 90 days. Any maintenance and restoration services done will be subject to the terms and conditions of this membership agreement.
- 3.2.7. Please note that this maintenance and restoration plan is not an insurance policy. It does not indemnify you for damages or losses sustained or suffered, our obligations are limited to the provision of the benefits. We will not be liable for any repairs or work done of whatsoever nature and howsoever arising in excess of R2 000. Any repairs or work done in excess of R2 000 but under R7 500 (see clause 3.3.8 below) will be for you to pay.
- 3.2.8. We will not be liable for any damage of whatsoever nature and howsoever arising that occurs during the repair process to vehicle sensors, modifications or accessories.

3.3. HOW DO YOU ACCESS YOUR MAINTENANCE AND RESTORATION BENEFITS?

- 3.3.1. We need to successfully collect two consecutive monthly fee payments (2 in a row) before you can use the benefits (the suspensive period). If you change your vehicle (for example, if you sell your car and buy a new one) you will need to call us to update your vehicle details and the suspensive period will re-apply. Remember, you will only be able to change your vehicle once in a two-year period.
- 3.3.2. All maintenance and restoration services are done through our approved panel beaters/repair agents, unless you are provided with express pre-authorisation by us to use your own panel beater/ repair agent.
- 3.3.3. You must get pre-authorisation from us before using the services.

 Any unauthorised repairs are not covered.
- 3.3.4. You must have a valid driver's licence and motor vehicle licence when applying to use your benefits.
- 3.3.5. The following process will apply to using your benefits:

 Step 1 Go to https://theunlimited.co.za/motor-scratch-
- dent-online-claim/
 - Step 2 Complete the online claim form in full and submit.

 Step 3 You will receive an automated email with the
 - claims process and you will be requested to visit 2
 authorised repair centres to obtain quotations.
 - Step 4 All claims details must be submitted to the email address provided and once both quotes have been received your claim will be opened and assessed within 48 hours.
- 3.3.6. All existing damages, all claims (and quotes) must be submitted with photographs of the entire specific vehicle (taken or verified by the panel beater). Any damages not repaired at the time of the claim, for whatsoever reason, will be treated as pre-existing damages going forward and cannot be repaired under this maintenance and restoration plan. PLEASE NOTE:

 You can elect to have all the noted repairs done BUT any repairs in excess of the R2 000 limit will be for your account and must be

- paid by you directly to the panel beater.
- 3.3.7. You may not split your damages or quotes in order to have the repair/s done in different 90-day periods (i.e. to bring the repairs within the R2 000 benefit limit). If you do this, we and the service provider have the right to refuse to do the current, or any further, repairs and to recoup any payments made towards such repairs from you.
- 3.3.8. IMPORTANT: We will only assess quotes up to a maximum of R7 500.00 (incl. of VAT) for a claim. Any claim assessed in excess of this amount will be deemed accident damage which falls outside this maintenance and restoration plan. Claims assessed in excess of this value should be claimed from your comprehensive insurance or are for your own account.
- 3.3.9. If you have any questions or if you are unable to access the online claim form, call us on 0861 990 000 before using the services.

3.4. IMPORTANT: WHEN WE WILL NOT PROVIDE YOU WITH THE MAINTENANCE AND RESTORATION SERVICES?

- If you do not pay your Fee, you will not be able to use the benefits.
 Please note should you fail to pay Your monthly Fee, the suspensive period will reinstate on collection of Your next Fee.
- ii. If you have committed fraud or have not given us all your correct details (now or when you use a benefit).
- iii. You cannot use this as part of an insurance claim. To be clear, the benefit amount cannot be used for the payment of excess on an insurance claim.
- iv. Any maintenance and restoration services that do not expressly fall within the benefit description of the maintenance and restoration plan benefits described in clause 3.1 above.
- v. Any maintenance and restoration services requiring the replacement of a body panel or part thereof.
- vi. Stripping and assembly of parts is excluded, unless:
 - a. it is required to fix a scratch or dent that falls within the benefit description of this maintenance and restoration plan; and
 - b. the cost of the repair as well as the stripping and assembly of parts fall within the benefit limit (see clause 3.1 above).
 (To be clear, if stripping and assembly is required to assess damage and the damage falls outside the benefit description, the cost associated with the stripping and assembly of the effected part(s) will not be covered under this maintenance & restoration plan as stripping and assembling is not a stand-alone benefit under this plan).
- Repairs and replacement to cracked, ripped or torn panels are excluded.
- viii. Repairs and replacement to buckled, cracked or unrepairable rim and mag wheels are excluded.
- ix. Mechanical or electrical breakdown or breakage and/or tyre damage.
- x. Rusting, peeling, cracked or faded paintwork or any gradually developing cause, including but not limited to maintenance and restoration services where additional processes are required.
- Damage to car radios, sound equipment or car telephones, stickers or artwork and vehicle branding.
- xii. Any depreciation in value arising from maintenance or restoration and any maintenance or restoration not authorised by the Administrator.
- xiii. Any maintenance and restoration work outside of South Africa.

4. HOW LONG DOES THIS MEMBERSHIP AGREEMENT LAST?

- 4.1. This membership agreement is month to month. It will renew on the same terms each time we successfully collect the monthly fee.
 - 4.2. You can cancel at any time give us a call so we can assist you and help you make the right decision. There is a cooling-off period of 31 days (calculated from the start date) during which you can cancel and receive a refund **BUT ONLY IF** you have not used any of the benefits.

4.3. WHEN CAN WE CANCEL/CHANGE THIS AGREEMENT

- 4.3.1. We can change this Agreement but we will give you 31 days' notice (warning) before we change any of these conditions. We will send you an SMS, email or letter. If you have a preference about how we communicate with you, let us know.
 - 4.3.2. We can cancel this membership at any time should you not fulfil your duties under this membership or if you are dishonest or fraudulent in your actions, by:
 - a. Us giving you immediate notice in writing of cancellation for fraudulent or dishonest actions or the Non-payment of your fees; and
 - Us giving You 31 days' notice in writing (or such other period as may be mutually agreed and/or otherwise prescribed by this membership.
- 4.3.3. We will send you an SMS or email. If you have a preference about how we communicate with you, let us know.
- 4.3.4. In the event of fraud, mis-description, misrepresentation or non-disclosure of material facts at any time, we reserve the right to void or cancel any membership or reject any claim with immediate effect or declare the membership null and void from inception.

5. WE WOULD LOVE TO HEAR FROM YOU

Whether it's a complaint or a compliment, a question or a comment, even if you just want to have a chat about our products or what is important to you, we would love to hear from you.

- on our Facebook, find us as The Unlimited;
- on our Twitter handle, find us on @theunlimitedza;
- on LinkedIn, look for us as theunlimited;
- on customercare@theunlimited.co.za,
- ALSO, Check out our website: <u>www.theunlimited.co.za</u>;

OR

Call us on **0861 990 000**.

INSURANCE POLICY WORDING

TYRE INSURANCE

1. DETAILS OF THE INSURER

Once the Insurer, Centriq Insurance Company Limited, has accepted Your Policy, the information You have provided to Us and/or on the application/schedule, will all form part of the contract of insurance between the Insurer and You (the Insured). This will also form part of the Agreement between You and Us (The Unlimited). The Policy is administered by M-Sure Financial Services (Pty) Ltd (the Administrator/Binder Holder). In return for Your Premium and providing that You

comply with the terms and conditions of this Policy, the Insurer will provide the cover. Should the Insurer decline this insurance, they will do so within 30 days. If they do decline, they will refund the full Premium.

2. MONTHLY PREMIUMS PAYABLE

- 2.1. The Premium for the cover provided under this Policy is R17.49 (excl. VAT) per month.
 - 2.2. It is important to remember that the responsibility to pay the Premium on the Policy remains with You. Please contact us should You wish to change the Premium collection (due) date.2.3. Also see clause 7.7 [Premiums] below for more information.

3. WHEN DOES YOUR COVER START?

3.1. As soon as we have received your first Premium your Policy Benefits ("the Start Date") are active, subject to any waiting period that may apply (see clause 5.3 below). If You are unsure, please contact Us at any time to confirm the Start Date of your Policy Benefits.

4. YOUR POLICY BENEFITS

- 4.1. The Insurer will pay Your claim(s) subject to the terms, conditions, exclusions and benefit limits, in consideration of, and conditional upon:
 - 4.1.1. the prior payment of the Premium/s by You or on Your behalf and receipt thereof by Us or on Our behalf;
 - 4.1.2. You having agreed that any proposal/application or other information supplied by You, or on Your behalf, including any recorded phone calls made to or received by You, e.g. sales calls, together with the terms and conditions as contained in this Policy,
 - will be the basis of this Agreement of Insurance;
 4.1.3. where the insurance is varied or extended, the insurance provided by such additional benefit, special clause, variation and extension or endorsement is subject to the terms, conditions, exclusions and limitations of this Policy in so far as they can apply; and
 - 4.1.4. compliance by You with all the terms, conditions, limitations and exclusions contained in this Policy, which is a condition precedent to the Insurer's liability under the Policy. Any breach shall entitle the Insurer to cancel or reject any claim made under this Policy.

4.2. TYRE INSURANCE			
Benefits	What is covered?	Benefit Limits	
Repairs to or replacement of the Covered Vehicle's tyres as a result of Accidental or Malicious Damage which occurred during the period of this Policy. NB: You must give us the particulars and details of the vehicle you want to cover.	Only tyres damaged through Accidental or Malicious Damage will be replaced. NB: A Waiting Period applies as per clause 5.3 below.	The maximum indemnity under this Policy is R2,000.00 per quarter (every 90-day period commencing from the Start Date of this Policy). Please note that all replacement tyres and costs over and above the maximum indemnity will be for Your own account.	

4.3. ELIGIBLE VEHICLES

This Policy covers the tyres of passenger vehicles, including 4x4s and light commercial vehicles having a maximum GVM (gross vehicle mass) of 3,500kg.

4.4. INELIGIBLE VEHICLES

This Policy does **NOT** cover the tyres of taxis, hire vehicles, rebuilt vehicles (CODE 3), courier or delivery vehicles, modified vehicles (including turbo conversions) and vehicles that are, or have been, used in any form of motoring competition.

5. CLAIMS PROCESS CONDITIONS

These are detailed claims conditions and are requirements that must be in place or complied with by You so that You can enjoy the Policy Benefits.

5.1. WHEN CAN YOU CLAIM?

- 5.1.1. Subject to clause 5.3, as soon as we have received your first Premium, you can start using your Policy Benefits (the Start Date). You can only claim your Policy Benefits if We successfully receive Your monthly Premiums.
- 5.1.2. The Insured Event must have happened in South Africa and after the Start Date.

5.2. IS THERE A TIME PERIOD TO SUBMIT A CLAIM?

Your claim form and supporting claim documents (see clause 5.4 below) must be submitted to the Insurer within 30 days of the Insured Event. If You do not provide the Insurer with the information required to process Your claim, the Insurer is entitled to reject Your claim.

5.3. IS THERE A WAITING PERIOD?

- 5.3.1. Even though Your Policy comes into effect on the Start Date, Your ability to claim the Policy Benefits is subject to the Waiting Period.
- 5.3.2. The Waiting Period for this Policy is 2 months, calculated from the Start Date, during which We must collect 2 successful monthly payments of the Premium in a row.
- 5.3.3. During the Waiting Period You will not be entitled to claim any Policy Benefits in terms of this Policy.

5.4. HOW DO YOU CLAIM YOUR POLICY BENEFITS?

5.4.1. It's simple, **CALL US on 0861 990 000** and We will refer You to

- an Accredited Dealer. You must take the covered Vehicle into the Accredited Dealer who will provide a quotation for the damage.
- 5.4.2. Once the quotation has been authorised by the Insurer, the Covered Vehicle's damaged tyre(s) must be attended to within 90 days of the approval of the claim.
- days of the approval of the claim.

 5.4.3. Where Your claim arises out of Malicious Damage to your Covered Vehicle, You must report it to the SAPS before a claim can be lodged, and submit the accompanying official Police or Accident
- with your claim.

 5.4.4. The Insurer will only consider a claim under the Policy if:

 a. We are informed about the claim within 30 days of the damage

Report and unique case number (CAS Number) assigned by SAPS

- occurring; and
 b. all documentation and any satisfactory proof of the damage requested by the Insurer and/or Ourselves, including fully completed claim forms, are received by Us, within 30 days of
- the Insured Event (faxed and emailed claims are not accepted).

 5.4.5. The Insurer can choose to call on an expert for an independent assessment for a relevant report in assessing whether or not to
- approve Your claim.

 5.4.6. In the case of Emergency Repairs, where you have had your damaged tyre(s) repaired or replaced before authorisation has been obtained, it will be at the discretion of the Insurer whether to reimburse You for Your claim. In such an event, the damaged tyre(s) should be retained for inspection.
- 5.4.7. Failure to submit a fully completed claim form and all requested documentation may result in Your claim being regarded as 'Not Taken Up'.
- 5.4.8. All costs incurred in submitting a claim are for Your own account.5.4.9. Your claim documents can be sent to the Administrator by any of the below methods:

the below methods: M-SURE FINANCIAL SERVICES — CLAIMS DEPARTMENT

Postal Address: Private Bag X5, Bruma 2026
Physical Address: The Bridge Office Park, Block A,
Building 2, 5 Boeing Road East,

Elma Park, Edenvale 1609

Fax Number: 0860 329 729 5.4.10. Failure by You to comply with Our reasonable requests, non-

- cooperation in the investigation of claims or the failure to submit specific claim validation documents and/or information may result in the rejection of Your claim by the Insurer. 5.4.11. There are some more important details under **Point 13 (HOW**
- TO CLAIM) in the STATUTORY AND FAIS DISCLOSURE NOTICE attached to this Policy.

5.5. HOW WILL THE POLICY PAY?

payment.

- 5.5.1. The Insurer will pay the Accredited Dealer who is authorised to make the repairs, up to the maximum benefit limit.
 - 5.5.2. The Insurer can, in its sole discretion, make payment to You, up to the maximum benefit limit under the Policy in the event of an Emergency Repair (where authorisation was not obtained before the repairs were done). In this instance the Insurer can request supporting documentation including the invoice and proof of
 - 5.5.3. In the event of the Insurer exercising its discretion to make payment to You, it will pay the Policy Benefits to You into Your South African bank account from which the Premium is collected.

Should You wish for the Insurer to make payment into a different bank account of Yours, You will need to provide Us with written details of Your other bank account into which the Policy Benefits must be paid. You hereby indemnify the Insurer and Us against all damages, claims and costs that may be incurred as a result of such payment.

5.5.4. The Insurer will not pay interest on any Policy Benefits.

5.6. CLAIM REJECTIONS

The Insurer can reject a claim and/or cancel Your Policy if You did not give Us true, correct and complete information (this will also include cases of deliberate fraud) when applying for insurance, when claiming or when any of Your information changed. Any amounts paid out in terms of a claim will need to be repaid on request by the Insurer.

5.7. HOW TO DISPUTE THE REJECTION OF YOUR CLAIM?

- 5.7.1. If the Insurer rejects Your claim, then you have 90 days from the date of the decision to challenge the Insurer's decision on Your claim by writing to Us or the Insurer with representations and reasons as to why Your claim should have been accepted.
- 5.7.2. If the Insurer's decision remains unchanged after Your representations, and You want to start a legal process You have an additional 180 days in which to do so or Your claim will lapse (be abandoned).
- 5.7.3. You also have the right to lodge a complaint with the short-term
- 5.7.4. There are some more important details under Point 13 (HOW TO CLAIM) and Point 14 (HOW TO SUBMIT A COMPLAINT) in the STATUTORY AND FAIS DISCLOSURE NOTICE.

5.8. MAXIMUM PAYMENT

If you have any other similar insurance policies in force at the time of Your claim covering the Covered Vehicle for the same damage, the Insurer shall not be liable to pay or contribute more than its pro rata portion of the damages, subject to the maximum limit provided by this Policy (whichever is the lesser).

6. COVER EXCLUSIONS

Exclusions are specific items, losses or events that are not covered in terms of Your policy. These are specified below and it is important that you read and understand them.

- 6.1. You are **NOT** covered, and the Insurer will **NOT** pay a claim, for:
 - 6.1.1. loss, damage or liability caused by war, invasion, act of foreign enemy, hostilities, civil war/unrest, strike, rebellion, riot, revolution, terrorist attack or any act in protest against any State, Government or any Government body;
 - loss, damage or liability directly or indirectly caused by nuclear reaction or radiation;
 - 6.1.3. damage where the tyre depth is less than 2mm on any part of the tyre surface and/or where the built-in depth indicators have experienced wear;
 - 6.1.4. damage to tyres that have been altered in any way from the manufacturer's specifications;
 - 6.1.5. any items that are still covered by the manufacturer's or supplier's policy at the time of the damage;
 - 6.1.6. damages caused by fire, theft or a road accident;
 - 6.1.7. resultant (consequential) loss arising as a result of the damage to

- the Covered Vehicles' tyres;
- 6.1.8. all losses other than losses arising as a result of Malicious or Accidental Damage;
- 6.1.9. damage that existed before the Start Date of the Policy;
- 6.1.10. damages caused by improper mounting of or mechanical defects in the tyres;
- 6.1.11. damage as a result of off-road activities;
- 6.1.12. costs or expenses normally recoverable under a comprehensive insurance policy;
- 6.1.13. where any tyre on the vehicle does not match the tread pattern or type of classification of the balance of the tyres on the Covered Vehicle:
- 6.1.14. damage to the Covered Vehicle or injury to any person;
- 6.1.15. tyres that have uneven surface wear, such as flat spots as a result of severe breaking or poor alignment; and
- 6.1.16. damage caused due to Your failure to take all steps possible to keep the Covered Vehicle in a proper and efficient state of repair and use.

6.2. SANCTIONS

- 6.2.1. No insurer can provide cover and no insurer will be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- 6.2.2. The Insurer has the right, at its own discretion, not to provide cover or to void and/or cancel any Policy, section and/or item upon the disclosure by You of such activities as would fall under the sanctions referred to in clause 6.2 above, or should the Insurer become aware of any breach of the Sanctions Exclusion.

7. GENERAL POLICY TERMS AND CONDITIONS (that apply to the entire Policy)

The terms and conditions in a policy set out the rules that form a part of the agreement between You and Us. Your Policy document/wording is a very important document and you must read and understand it.

7.1. MONTHLY RENEWAL OF THE POLICY

- 7.1.1. Your Policy shall be effective for the 30-day period following the payment of the agreed Premiums when they fall due for collection (i.e. monthly), subject at all times to You meeting all other terms and conditions of the Policy.
- 7.1.2. Your Policy shall continue on the same terms and conditions on a month-to-month basis for so long as You pay the monthly Premium as and when it falls due, subject to clause 7.7 below.

7.2. TRANSFER OF THE POLICY

7.2.1. This Policy is not transferable. Policy Benefits will be applicable for tyres fitted to the Covered Vehicle. Should You wish to change the vehicle covered under this Policy, You will need to notify Us and/ or the Insurer of the change in details. Should You not update Your vehicle's details Your claim may be rejected by the Insurer.

7.3. CHANGES TO POLICY BENEFITS

From time to time the Insurer may, in its sole and absolute discretion, offer to increase Your Policy Benefits at no additional cost or obligation to You. We will notify You of any increases by SMS to the number You have on record with Us. The Insurer may further review and change the Policy Benefits at any time. If the Policy Benefits change for any reason, You will be given 31 days prior written notice to that effect.

7.4. COVERED VEHICLE

The Insurer will only provide cover for vehicles whose particulars and details You have given Us. The vehicles must be registered in South Africa.

7.5. VALUE ADDED TAX (VAT)

- 7.5.1. In terms of a ruling issued by the South African Revenue Service (SARS), this document and the schedule together with proof of payment of a Premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in Sections 20(7) and 21(5) of the VAT Act respectively.
- 7.5.2. All Premiums, fees and commission amounts include VAT at 15% (fifteen percent). The sum insured is the full amount covered and it includes all VAT portions, including potential VAT costs and VAT liabilities to SARS. Any excesses that are paid by You are not subject to VAT.

7.6. BETTERMENT

It is not our aim to put You in a better financial position than before the claim. So, in certain circumstances, where further replacement tyres are required for the Covered Vehicle in addition to the repair and/or replacement of the damaged tyre, the Insurer will only pay for the damaged tyre up to the maximum indemnity of R2,000 per quarter (as per clause 7.2).

7.7. PREMIUMS

- 7.7.1. The Premium is due in advance and if You do not pay Your Premium by the monthly due date that We agreed with You ("Due Date"), We will notify You of the failure to pay and You will have a grace period of 15 days after the Due Date to pay ("Grace Period"). The Grace Period only applies with effect from the date on which Your second Premium is due. If You claim during the Grace Period, and the Insurer approves Your claim, We are entitled to deduct the outstanding Premium due by You from Your claim amount.
- 7.7.2. Should We be unable to collect any Premium from You, and should You fail to remedy this within the Grace Period as per clause 7.7.1 above, Your Policy will lapse. Upon Your Policy lapsing, We shall notify you that it has lapsed and present You with the opportunity to enter into a new policy. However, any new policy shall be subject to a new start date, and any waiting period will reapply.
- 7.7.3. The Insurer may increase the Premium, subject to giving You 31 days' prior written notice thereof. Notice will be provided by SMS to the number You have on record with Us.
- 7.7.4. You authorise Us to collect the Premium from any South African bank account whose details You have provided Us.
- 7.7.5. We make use of NAEDO collections services (at no cost to you) to ensure that We are able to collect Your Premium under the Policy. NAEDO is a debit collection system that allows Us to process Your debit closer to Your salary payment date thereby improving the

- likelihood of a successful debit collection.
- 7.7.6. We reserve the right to request collection of the Premium on a different date than that specified in the insurance schedule, should this enable easier Premium collection. This will only be done once We have Your approval to make this change or, alternatively, where we have provided you with 31 days' prior written notice.
- 7.7.7. The Start Date may not be back dated.
- 7.7.8. IMPORTANT: Your Premium may be collected on a different date due to the Due Date falling on a public holiday or weekend. No prior notice will be given to You in such an instance.
- 7.7.9. Any bank charges incurred as a result of the above will be for Your own account.

7.8. CANCELLATION

7.8.1. You can cancel Your Policy at any time by writing to Us and/or the Insurer.

IF YOU WANT TO CANCEL THIS POLICY, YOU CAN CALL US ON 0861 990 000 OR EMAIL US ON

customercare@theunlimited.co.za.

- 7.8.2. We and/or the Insurer can cancel this Policy at any time, should You not fulfil Your duties under this Policy, if You are dishonest or fraudulent in Your actions, by:
 - a. providing you immediate notice in writing of cancellation for fraudulent or dishonest actions or the non-payment of a Premium (subject to clause 7.7 above); and
 - b. providing You 31 days' prior written notice (or such other period as may be mutually agreed and/or otherwise prescribed by this Policy).

7.9. FRAUD AND DISHONESTY

If You, or anyone acting on Your behalf, submits a claim or any information or documentation relating to any claim or policy information that is in any way fraudulent, dishonest, exaggerated or withheld, the Insurer will reject Your claim and Your policy will be cancelled.

7.10. COOLING-OFF PERIOD

If your Policy has a duration of 31 days or more, and if no benefit has yet been paid or claimed or an event insured against under the Policy has not yet occurred, you have the right to cancel this Policy within 14 days after the date of receipt of the policy documents.

8. COMPLAINTS AND COMPLIANCE

- 8.1. It is important to Us that You are happy with your Policy. If You are unhappy with Us or your Policy, please contact Us and give Us a chance to see if we can set things right 0861 990 000.
- 8.2. If You are still not happy and it is about Your Policy and/or claim, then refer to Point 14 (HOW TO SUBMIT A COMPLAINT) of the STATUTORY AND FAIS DISCLOSURE NOTICE.

9. WHAT DO THESE WORDS MEAN?

- "Accidental Damage" means physical loss or damage to the tyres of the Covered Vehicle caused by Road Hazards and occurring due to a chance or unintentional event;
- "Accredited Dealer" means a repairing dealer referred by or approve by the Insurer and/or Administrator;

- 9.3. "Administrator" means M-Sure Financial Services (Pty) Ltd (an authorised financial services provider with FSP No.: 21799) providing binder services in respect of this Policy;
- 9.4. "Covered Vehicle" means the motor vehicle whose particulars and details You provided to Us:
- 9.5. "Emergency Repairs" means where You, the policyholder, had to have minor repairs done due to an unexpected event requiring immediate attention, to prevent further loss or damage in order to get mobile after-hours, on weekends or public holidays;
- 9.6. "Insured Event" means, subject to the Policy terms and benefit limits, an event resulting in Accidental or Malicious Damage to the Covered Webicle from any cause not excluded under this Policy:
- Vehicle from any cause not excluded under this Policy;
 9.7. "Insurer" means Centriq Insurance Company Limited (a registered short-term insurer and authorised financial services provider with FSP No.: 3417), the entity that will provide the Policy Benefits subject to the

terms and conditions of the Policy being met;

- 9.8. "Malicious Damage" means physical loss or damage to the tyres of the Covered Vehicle caused by a deliberate, intentional, spiteful, hateful, mean, nasty and willful or wanton act of any person, other than You, the policyholder;
- 9.9. "Modified Vehicle" means any vehicle which has had changes made to it from time of manufacture that changes or alters the performance of the motor vehicle from its original manufacturer's specifications;
- 9.10. "Off-Road" means any 4x4 tracks or routes intended for use specifically by 4x4 vehicles;
- 9.11. "Policy" means the contract of insurance between You and the Insurer, which is made up of these terms and conditions, any information You give Us and/or the Insurer as well as any application form signed by You;
 9.12. "Policy Reposits" means the underwritten benefits provided by the
- 9.12. "Policy Benefits" means the underwritten benefits provided by the Insurer, being the repair and/or replacement of damaged tyres, subject to the terms, conditions and limits as set out in this Policy;
- "Premium" means the monthly amount payable to the Insurer for the Policy and Policy Benefits;
- 9.14. "Road Hazards" means cuts, snags, irreparable punctures or bruises to tyres and damage caused to tyres by potholes, rocks, broken glass, steel bits, wooden debris, nails or splinters;
 9.15. "Grant Data" representations that the terms and conditions of the Data.
- 9.15. "Start Date" means, subject to the terms and conditions of the Policy, the date on which You are first covered under the Policy, being the date on which We successfully collect the first Premium from You;
- 9.16. "Waiting Period" means the 2-month period during which We must collect 2 successful monthly payments of the Premium in a row, calculated from the Start Date, and during which You will not be entitled to claim any Policy Benefits in terms of this Policy;
- 9.17. "We/Us/Our/The Unlimited" means The Unlimited Group (Pty) Ltd (an authorised financial services provider with FSP No.: 21473) providing intermediary services in respect of this Policy; and
- 9.18. "You/Your" means the policyholder and insured under this Policy.