

**ALL YOUR
PRODUCT
BENEFITS
UNPACKED.**

theunlimited.co.za



Unlimit Your Life.

THE UNLIMITED

FSP 21473

CONTENTS PAGE

SCHEDULE

Pages

Membership Agreement	3
Section 1: Non-insurance Benefits	5
POTHOLE PROTECT	5
FINES PROTECT	6
LICENCE PROTECT	7
Section 2: General Terms and Conditions	8

Schedule – Drive Easy

This Schedule must be read together with The Unlimited Membership Agreement

1. For information about Claims processes, Complaints Processes and Exclusions applicable to this Schedule, please also read The Unlimited Membership Agreement.
2. The terms and conditions for this Schedule are set out below BUT must be read with the terms and conditions for Your Product/s (this includes The Unlimited Membership Agreement You received), as together this is the Agreement and the full terms and conditions applicable to Your Product/s with Us.
3. Should there be any conflict between the provisions of this Schedule and The Unlimited Membership Agreement, the provisions of this Schedule shall prevail.
4. If we change your Benefits, we may send you a new Schedule. We shall not send You a new Membership Agreement. You may request a copy of The Unlimited Membership Agreement.
5. If you have any questions, please contact us on 0861 990 000 (Customer Care and Compliance).
6. The Fee (for the value added benefits and your other products)
 - 6.1. The fee entitles you to membership of The Unlimited Family and is the total amount you pay each month for all your membership costs and chosen benefits.
 - 6.2. In return for the fee, we negotiate rates and terms with service providers on your behalf and arrange insurance cover for you. Payment of the fee also entitles you to be notified of further product offerings as well as preferential pricing if you buy additional benefits from us.
 - 6.3. If you also have an insurance policy, the fee includes the premium, which is the amount payable by us to the insurer for the insurance cover. The premium will be disclosed separately on your policy or endorsement.
 - 6.4. The fee includes any additional amounts you pay us for additional benefits you buy, including additional premiums for endorsements to your policy.
 - 6.5. The fee is inclusive of VAT and is payable in advance.
 - 6.6. The Unlimited makes use of DebiCheck to collect the fee. DebiCheck is a debit order collection and tracking system that allows us to process your debit on or near your salary payment date, which improves the likelihood of a successful debit order collection.
7. OTHER IMPORTANT INFORMATION
 - 7.1. By making payment of your monthly fee you:
 - a. agree and want to be a party to The Unlimited membership agreement;
 - b. agree that any personal information provided to us, including that of minor children, will be collected and used to allow us to fulfil on our obligations to you in terms of this agreement. In addition, you agree that this personal information may be shared internally or externally with our authorised departments, the Insurer or other third parties for business obligations or legal requirements. Please contact us should you have any objections.
 - c. You agree that we can market other products and services to you **even after this agreement ends** and share market innovations with you. You also agree that we can submit your information to, and receive information about you from, credit institutions (such as credit bureau) to update, process and monitor your information to guide us in making decisions about product development and suitability of offerings, affordability, market conduct and activities related to our business as well as offering goods and services to you.

- 7.2. Your membership benefits are set out in the product-specific documents we send you. Those documents must be read together with, and shall form a part of, The Unlimited membership agreement.
- 7.3. Your membership agreement is month-to-month. It will renew on the same terms each time we successfully collect the monthly fee.
- 7.4. You can only use your benefits for events occurring in South Africa.
- 7.5. You can cancel at any time. Give us a call so we can assist you. There is a cooling-off period of 31 days (calculated from the start date) in which you can cancel and receive a refund **BUT ONLY IF YOU HAVE NOT USED** any of the benefits.
- 7.6. We will communicate with you via SMS, WhatsApp, email or letter. If you have a preference about how we communicate with you, please tell us.
- 7.7. **We may change the amount you pay in respect of the fee or the date on which you pay. For example, if you buy additional membership or insurance benefits from us, or annually if we do a price increase.**
- 7.8. It is important that we always have your latest contact number (cell phone), email, physical and/or postal address. **If any of your contact details change, please tell us immediately.**
- 7.9. We can cancel this membership agreement, including all the benefits you have with us:
 - 7.9.1. immediately by giving you notice in writing of cancellation if you are dishonest or commit fraud; or
 - 7.9.2. immediately if you do not pay the fee each month; or
 - 7.9.3. on 31 days' notice in writing for any other reason (or any other period we agree or that is set out in this agreement).
- 7.10. In the event of any fraud, mis-description, misrepresentation or non-disclosure of material facts we reserve the right, at any time, to void or cancel your membership or reject any claim with immediate effect or declare the membership null and void from inception.
- 7.11. Your use of your benefits is always subject to the terms of this membership agreement as well as any insurance policy, schedules, statutory notices, amendments and endorsements.
8. Amendments to benefits or Fee
 - 8.1. We reserve the right to amend, add or change the benefits provided including the membership Fee, the benefit waiting periods or any of the terms and conditions of this membership agreement [including insurance and non-insurance benefits], by giving 31 days written notice to you of our intention to do so.
 - 8.2. Any variations and or changes referred to in 8.1. above will be binding on you and can be applied at any time to the existing terms and conditions after written communication of these changes has been sent.
 - 8.3. We will notify you of any increases or changes by SMS or WhatsApp to the number or email you provided to us. If you have a preference about how we communicate with you, please tell us.

Section 1: Non-insurance Benefits. These are non-insurance benefits and services that are made available by Us or Our service providers and that form part of Your Agreement and product, they are provided by our partners, they are not underwritten by an Insurer. These terms must also be read with The Unlimited Membership Agreement.

A. Definitions (what the words mean that apply to these benefits – please read with The Unlimited Membership Agreement definitions)

1. **“services”** means, collectively, the provision of services by Road Protect to fulfil on the benefits Pothole Protect, Fines Protect and Licence Protect.
2. **“service provider”** means Road Protect (Pty) Ltd – the service partner who will provide the benefits and services to you.
3. **“official road”** means a road that is under the jurisdiction and maintenance of a relevant authority.
4. **“system”** means the system made available to you and the service provider to check on fines issued to you. See www.paycity.co.za
5. **“relevant authority”** means any authority in South Africa that has been empowered by law or regulation of South Africa to issue laws, enforce laws and issue sanctions (including fines) for breaking of the law.
6. **“motor vehicle”** means the motor vehicle registered to you and the vehicle, which details You provided to us. Vehicles may not exceed a gross vehicle mass of 3,500kg (three thousand five hundred kilograms).
7. **“traffic fines”** means fines issued to you by a relevant authority where you have broken the law when using your motor vehicle and have been issued a fine for a specified amount/s. Examples of these would be where you have exceeded the speed limit or where you have parked in a no-parking zone.

B. Services and Benefits. These benefits and services are available to You.

POTHOLE PROTECT

1. WHAT IS POTHOLE PROTECT?
 - 1.1. We and/or the service provider will provide you with a claim management process that assists you in re-claiming money you have spent replacing your tyres and/or rims of your motor vehicle.
 - 1.2. We will assist you to complete the relevant claims forms.
 - 1.3. We and/or the service provider will give assistance in obtaining quotes for replacement tyres through the service provider's tyre retail partners.
 - 1.4. Any amounts recovered through the claims management process will be paid to you.
 - 1.5. We and/or the service provider will proactively follow up to make sure that potholes are repaired by the relevant authority.
2. WHAT WILL YOU NEED TO DO?
 - 2.1. You will need to provide us with a copy of your driver's licence;
 - 2.2. 3 written quotes;
 - 2.3. A final invoice and your proof of payment;
 - 2.4. It must be your motor vehicle (we may require proof of this);
 - 2.5. Any other documents that may be relevant to the claim process; and
 - 2.6. Notify us of the incident within five days of it happening, the claim must be submitted no later than 30 days.
3. WHAT WE CAN'T DO FOR YOU?
 - 3.1. Provide assistance or claim for damages to your tyres or rims outside of South Africa.
 - 3.2. Provide assistance or claim for damages to your tyres or rims that did not happen because of a pothole on an official road. We also will not be able

to assist if the damage happens on a dirt or gravel road.

- 3.3. Provide assistance on a claim that is not for irreparable damage to your motor vehicles tyres and/or rims. To be clear, we will not assist you to claim for personal injury, damage to the body of your motor vehicle or for damage to tyres and rims that can be repaired.
- 3.4. While we will do everything to assist you, we and our service provider, cannot guarantee that your claim will be successful.

4. WHEN WE WON'T ASSIST YOU?

- 4.1. We won't assist you if:
 - 4.1.1. You already had the damage before becoming a member or having this benefit.
 - 4.1.2. If you have already put in a claim to a relevant authority or you have claimed from your insurance.
 - 4.1.3. If your motor vehicle is not in a roadworthy condition. As examples; the brakes are not working properly and/or the tread on the tyres is less than what is allowed in law.
 - 4.1.4. If we assess your claim and decide on the merits that your claim will not be successful, we will decline to assist with your claim.
 - 4.1.5. We will also not assist you if you are not up to date with your monthly Fee.

5. WHAT CAN YOU DO IF WE DECIDE WE CAN'T ASSIST YOU?

- 5.1. You can refer your matter to the Service Provider's appeal panel, which will consist of an attorney and industry tyre expert. The decision of the panel will be final and binding.
- 5.2. You can obtain a second opinion or submit your own claim but this will be for you to pay.

FINES PROTECT

1. WHAT IS FINES PROTECT?

- 1.1. We and/or the service provider will provide you with notification of any traffic fines issued by a relevant authority and loaded onto the system. We will notify you by SMS or email.
- 1.2. We will assess the legitimacy of the fine and make representations where applicable.
- 1.3. We and/or the service provider will attempt to secure reductions in the fine amounts by making representation with the relevant authorities.
- 1.4. We and/or our service providers will provide full legal and administrative support for written and telephonic representations on your behalf in respect of all traffic fines.
- 1.5. Any reductions given on a fine through the representation process will be passed on to you.
- 1.6. We will facilitate an easy payment channel for you on the system.
- 1.7. We will provide you with a proof of payment.

2. WHAT WILL YOU NEED TO DO?

- 2.1. You will need to notify us of any fines that you are aware of that do not appear on the system, if you wish for us to assist you with them.
- 2.2. Provide us with documents and proof that may be relevant to the representations.
- 2.3. Make payment to us within 15 days of being notified of the outcome of the representations. You will need to pay the fine amount less any reductions we have secured on your behalf.

3. WHAT WE CAN'T DO FOR YOU?

- 3.1. Provide assistance for fines issued by authorities outside of South Africa.

- 3.2. Provide assistance on a fine that does not allow for payment of a specified amount and/or where there is no option to pay and admission of guilt (examples of this would be where you are arrested at the time of the incident or where you are issued with a summons to appear in court without the alternative to pay a fine).
 - 3.3. While we will do everything to assist you, we and our service provider cannot guarantee that representations on your behalf will be successful.
4. WHEN WE WON'T ASSIST YOU?
- 4.1. We won't assist you if:
 - 4.1.1. You already had the fine before becoming a member or having this benefit. We will be able to look at what fines you have in your name on the system and inform you if you request us to do so. We will not be able to secure the reductions for you in these instances.
 - 4.1.2. We can't assist you if there is a warrant of arrest issued for the fine.
 - 4.1.3. If we assess the proof you provide for representations and decide on the merits there is no basis in law for asking for your fine to be withdrawn, we may decline to make these representations but will make representations where possible for a reduction.
 - 4.1.4. We cannot assist where there is a demerit system in place.
 - 4.1.5. We will also not assist you if you are not up to date with your monthly Fee.

LICENCE PROTECT

1. WHAT IS LICENCE PROTECT?
 - 1.1. The service provider will provide you with a renewal notification two months prior to the expiry of your motor vehicle licence.
 - 1.2. We will assist you to complete the relevant claims forms.
 - 1.3. The service provider will submit the forms to the relevant authority and obtain a new licence on your behalf.
 - 1.4. You will make payment of the licence fee amount, as quoted to you by the service provider, to the service provider, who will make payment of the licence fee on your behalf to the relevant authority.
 - 1.5. The service provider will deliver the licence to you at your chosen address (work or home).
 - 1.6. We will also offer this assistance when your licence is lost or stolen.
2. WHAT WILL YOU NEED TO DO?
 - 2.1. You will need to pay us the appropriate licence fee amount, to obtain the motor vehicle licence, within 30 days of receiving the notification from us for the licence renewal.
 - 2.2. Provide us with any documentation or information necessary to obtain a licence:
 - 2.2.1. Proof of residence (not more than 3 months)
 - 2.2.2. Signed release form allowing the service provider to act on your behalf (provided by us to you)
 - 2.2.3. Certified copy of your identity book
 - 2.2.4. ALV form (provided to us by you)
 - 2.3. The correct registration number for your motor vehicle.
 - 2.4. Provide us with the address that we can deliver the licence to you.
3. WHAT WE CAN'T DO FOR YOU?
 - 3.1. Provide assistance for licence requirements outside of South Africa.
 - 3.2. Provide assistance where the licence is blocked by the relevant authority.
 - 3.3. We will not be liable for any additional fees/penalties should you pay

for the renewal of your licence after the expiry date. This includes fees or penalties incurred for the actual licence, as well as those incurred from having an unlicensed motor vehicle in use.

- 3.4. We cannot make changes to your details (personal information) on the enatis system. Any changes in your personal circumstances or to your vehicle will need to be done by you in person.
- 3.5. While we will do everything to assist you, we and our service provider cannot guarantee that your claim will be successful.

4. WHEN WE WON'T ASSIST YOU?

- 4.1. We won't assist you if:
 - 4.1.1. Your licence had expired before becoming a member or having this benefit.
 - 4.1.2. If your motor vehicle is not in a roadworthy condition or is in any way illegal. To be clear, it does not comply with the laws of the Republic of South Africa that are applicable, this includes as examples:
 - 4.1.2.1. your licence is blocked because of outstanding fines against you; and/or
 - 4.1.2.2. your car is not properly registered in your name;
 - 4.1.2.3. If the vehicle is not licenced or registered with a relevant authority;
 - 4.1.2.4. If another vehicle licence (that is registered in your name) is outstanding ie. another vehicle, trailer, motorcycle etc;
 - 4.1.2.5. If a vehicle inspection certificate is required; and
 - 4.1.2.6. If the client lives in a province other than the one in which the vehicle is registered.
 - 4.1.3. We will also not assist you if you are not up to date with your monthly Fee.

Section 2: General Terms and Conditions applicable to this Schedule.

1. This benefit will be added to the Product You have with us.
2. The Fee payable by You for the increased benefits is R29.99 per month, including VAT.
3. For information on how to claim for Your Benefits, please refer to The Unlimited Membership Agreement. You can also always call Us on 0861 990 000.

The Unlimited Membership Agreement contains important information and must be read as part of this agreement.