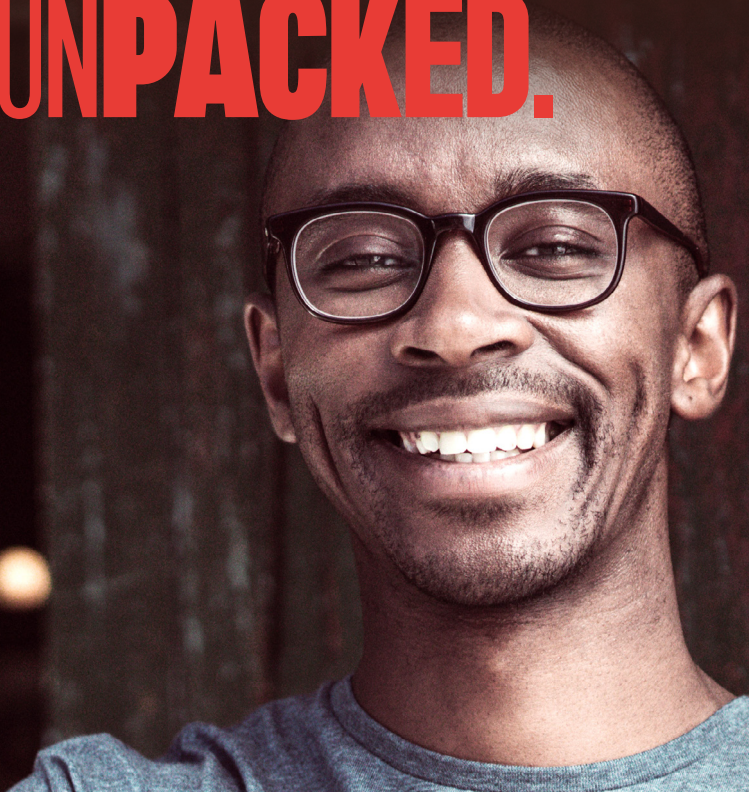


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**THE UNLIMITED**

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Member of



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# THE UNLIMITED FAMILY MEMBERSHIP AGREEMENT

## 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.  
**AND**
- 1.2. Us, The Unlimited Group (Pty) Limited. We bring you the benefits.
- 1.3. 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 business partners, business associates, agents, representatives and other relevant third parties; and
  - iii. agree that we can market other products and services to you even after this agreement ends, share market innovations with you and you consent that we can submit your information to, and receive information about you from, 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.
- 1.4. **The Fee is the total amount you pay us each month for all the membership benefits. It will include any subsequent costs for added benefits to your membership. 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.**
- 1.5. **We may further 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.**
- 1.6. 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 debit collection and that allows you to keep your membership and Policy benefits active.
- 1.7. Your Fee may be collected on a different date due to a public holiday or weekend.
- 1.8. 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.
- 1.9. 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 you get the following benefits:
  - i. Motor vehicle maintenance and restoration plan (see clause 3 below); and
  - ii. We negotiate rates and terms with service providers on your behalf and arrange other benefits for you at your request.
- 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.
- 2.3. Your use of the benefits is subject to the terms of this agreement, 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 R4 000 (four 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**) which registration number and details you have provided to us. If you do not use the maximum value of R4 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 R4 000. **Please note that certain maintenance and restoration services is excluded. You can see the exclusions at 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 is explicitly excluded.

You can use your benefit of up to R4 000 for maintenance and restoration services for both exterior and interior maintenance. If the maintenance and restoration services costs more than R4 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 the 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. Excluding to the airbag area.

<b>Gear Lever Boot and Handbrake Boot</b>	Tears or rips to the gear lever and handbrake boot, but only if less than 50 mm (fifty millimetres).
<b>Seat Panel</b>	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.
<b>Seat Stitch</b>	Where damage is repairable to seat stitches not exceeding 75 mm (seventy-five millimetres).
<b>Roof Lining</b>	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, which details you provided to us at time of taking the plan.
- 3.2.2. Your motor vehicle must be a private motor cars and light delivery vehicles with a gross vehicle mass of not more than 3,500 kg (**vehicle**). Vehicles used for any of the following purposes are excluded:
  - i. Racing, rallies, taxis, hiring, carrying of explosives or trade goods for business purposes, driving instruction for reward;
  - ii. 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 thereafter each 24-month period.
- 3.2.6. You will be allowed to have maintenance and restoration services done to pre-existing damages (damages your car 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 R4 000. Any repairs or work done in excess of R4 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.
- 3.2.9. The maintenance and restoration plan is administered by SA Vehicle Maintenance (Pty) Ltd, registration number 2000/009578/07.

### 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 car (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 panel beaters/repair agents approved by the administrator, unless you are provided with express pre-authorisation by the administrator to use your own panel beater/repair agent.
- 3.3.3. You must get pre-authorisation from the administrator 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 R4 000.00 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 R4 000 benefit limit). If you do this, we and the service provider have the right to refuse to do any 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 unable to access the online claim form, our agents will be able to help you, **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?

- i. 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 does 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. Both repair and 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).
- vii. 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.
- xi. 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) in 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
  - b. 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](mailto:customercare@theunlimited.co.za),
-  ALSO, Check out our website: [www.theunlimited.co.za](http://www.theunlimited.co.za);

OR

-  Call us on **0861 990 000**.