



Road Care

TERMS AND CONDITIONS



Terms and Conditions Apply.
This is not a Medical Scheme and the Road Care membership is not a substitute for a Medical Scheme membership. Please note that these are not financial products as defined by the FAIS Act and therefore you will not be afforded the protection of the FAIS Act.



WELCOME TO ROAD CARE!

Thank you for choosing Road Care—we're honoured to have you as a valued Member. Your safety and well-being are our top priorities, and we are committed to providing you with exceptional service and support when you need it most.

Please find the Terms and Conditions of your Road Care membership below.

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1. GENERAL TERMS AND CONDITIONS

If you are a consumer, as defined in the Consumer Protection Act 68 of 2008 (the "Consumer Protection Act") we have a duty to point out certain important terms to you. The paragraphs which contain these important terms and reasons why they are important are set out below:

- 1.1 Limitations of risk, legal responsibilities and liability. Refer to clauses under Services Terms and Conditions 1.7 are important because they limit and exclude obligations, liabilities and legal responsibilities that we may otherwise have to you. As a result of these clauses, your rights and remedies against us and these other persons and entities are limited and excluded. These clauses also limit and exclude your right to recover or make claims for losses, damages, liability or harm you or others may suffer.
- 1.2 Assumption of risk, legal responsibilities and liability to you. General Terms and Conditions Clause 9 is important because you take on risk, legal responsibilities and liability. As a result of this clause, you may also be responsible for claims and other amounts. You will also be responsible for, and you accept, various risks, damages, harms, and injuries which may be suffered by you and others for what is stated in these clauses.

2. MEMBERSHIP

- 2.1 Road Care service is a membership offering.
- 2.2 When will my membership commence:
 - 2.2.1 Membership will commence on the date of the first successful membership fee payment and will continue each month thereafter, provided payments are successful.
 - 2.2.2 Your membership application must include a valid ID or passport number and a signed application form. At the time of a claim, you or your family must be able to provide a certified copy of a valid identity document.
 - 2.2.3 The commencement date will be specified in the schedule which will be issued upon payment. Consent must be provided by the member via SMS confirmation for the membership to take effect.
 - 2.2.4 Your Digital Membership Card will be sent to you via SMS. You must retain it and share it with your family and friends for assistance in the event of a motor vehicle accident.

3. WHO MAY APPLY FOR MEMBERSHIP?

- 3.1 Any person that has reached the age of 18-years or older may apply for membership.
- 3.2 You may also apply for membership on behalf of your child or dependant, who is older than 7-years, provided that you must sign the applicable debit order and stop order in respect of the membership fee for your child or dependant and provided further that your child or dependant must also co-sign the consent form in respect of their information, assisted by their lawful guardian as may be required.

4. HOW DOES MEMBERSHIP PAYMENT WORK?

- 4.1 A membership fee as shown in the Schedule, including value-added tax, is payable on a monthly basis.
- 4.2 The membership fee is payable by way of the payment method selected by yourself at Application stage.
- 4.3 A Member's membership will commence upon Road Care receiving the first membership fee from the Member.
- 4.4 Fees are payable on a monthly basis on or before the date specified in the Schedule and as selected by yourself.
- 4.5 Road Care will be entitled to increase or decrease monthly fees by way of a 31-day written notice to the Member (the "Fee Change Notice"). Where a Member does not accept an increase in the monthly fees, the Member may elect to terminate their membership on written notice to Road Care provided that:
 - 4.5.1 The Member notifies Road Care of its decision to terminate their Membership within 31-days' notice of receiving the Fee Change Notice; and
 - 4.5.2 Such termination shall become effective 31-days after the day upon which Road Care issued the Fee Change Notice (prior to the Member becoming liable for an increased monthly fee as contemplated in the Fee Change Notice).
- 4.6 The Fee Change Notice will be sent by SMS to the last known cellular phone number provided to Road Care by you.

5. WHEN WILL MEMBERSHIP STOP?

- 5.1 You may cancel your membership at any time by giving Road Care a 31-day written notice.
- 5.2 Road Care may terminate your membership by giving you a 31-day notice.
- 5.3 In the event that Road Care terminates your membership, it will send the termination notice to you by way of SMS to your last known cellular phone number.
- 5.4 Your membership shall cease automatically if your membership fee was not received in full by Road Care on or before the 5th day of the relevant month and if it (or any portion of it) remains outstanding for a period of 15-days following such date.
- 5.5 Many provisions of these T&C will continue after these T&C end, including terms and conditions which by their nature must continue to apply. This is because certain rights and duties must survive even though these T&C have come to an end or your membership has been terminated. Some of the provisions in these T&C which continue include (but are not limited to):
 - 5.5.1 Terms and conditions where liabilities or responsibilities are excluded or limited, including amounts which you can claim;
 - 5.5.2 Terms and conditions where the rights you have against Road Care are limited or excluded, and;
 - 5.5.3 Any other terms and conditions in these T&C that are expressly stated to survive or continue after the end of these T&C or after the termination of your membership.

6. CHANGES TO THESE TERMS AND CONDITIONS

- 6.1 We may, at any time, change these T&C and will inform you of the changes. Without limiting the ways we may inform you, we may inform you either by sending you an e-mail, SMS or contacting you on the details that you provided to Road Care in your application form.
- 6.2 If you do not agree to the changes to these T&C, you must end your membership in the manner set out in Clause 5.

7. CONSUMER PROTECTION ACT

- 7.1 Nothing in these T&C:
 - 7.1.1 Limits or exempts Road Care from any liability (including liability for any loss directly or indirectly attributable to Road Care's gross negligence or that of any person acting for, or controlled by, Road Care) to the extent that the law does not allow this;

- 7.1.2 Requires you to assume risk or liability for this kind of loss to the extent that the law does not allow this; or
 - 7.1.3 Limits or excludes any warranties or obligations which are implied into these terms and conditions of sale applicable laws or which we give under the applicable laws, to the extent that any applicable law does not allow them, to be limited or excluded.
- 7.2 These T&C, and/or any products and/or services provided under these T&C, are regulated by the Consumer Protection Act, as amended, it is not intended that any provision of this T&C contravenes any provision of the Consumer Protection Act. Therefore, all provisions of these T&C must be treated as being qualified, to the extent necessary, to ensure compliance with the provisions of the Consumer Protection Act.

8. MISCELLANEOUS

- 8.1 These T&C and the Schedule contains all the terms agreed on by you and Road Care in respect of the Services you waive the right to rely on any alleged terms not expressly contained in these T&C, as far as this can be permitted in law.
- 8.2 These T&C and any rights and obligations under these T&C may not be transferred, ceded, delegated or assigned by you.
- 8.3 You agree that Road Care may, at any time, transfer, cede, delegate or assign any or all of our rights and obligations under these T&C and Road Care may do so without your consent. Road Care will notify you if Road Care transfers, cedes, delegates or assigns any rights or obligations to a third party. Road Care may sub-contract our obligations without your consent and Road Care does not have to inform you if Road Care subcontracts any of our obligations.
- 8.4 These T&C and the relationship between you and Road Care shall be governed by the laws of the Republic of South Africa.
- 8.5 Road Care's failure to exercise or enforce any right or provision of these T&C shall not constitute a waiver of such right or provision.
- 8.6 Each provision of these T&C, and each part of any provision, is removable and detachable from the others. As far as the law allows, if any provision of these T&C, or part of a provision, becomes unenforceable, illegal or invalid, it must be treated as if it was not included in these T&C. The rest of these T&C will still be valid and enforceable.
- 8.7 In these T&C, headings are for convenience and not to be used in interpreting these Terms of Use, and unless expressly stated otherwise or otherwise required by the context:
 - 8.7.1 References to the singular includes the plural and vice versa;
 - 8.7.2 Words in any particular gender include the other genders (male, female and neutral). Reference to a neutral gender (for example 'they' or 'it') include all genders;
 - 8.7.3 Words or expressions that are defined or capitalised in these Terms shall have the same meaning wherever used in these Terms;
 - 8.7.4 The word 'including' or 'include' or 'includes' must not be interpreted as limited to the list following the word or excluding other items from a list following the word. The word:
 - 8.7.5 'Including' means 'including but not limited to;
 - 8.7.6 'Include' means 'include but is not limited to; and
 - 8.7.7 'Includes' means 'includes but is not limited to; and
 - 8.7.8 Where any number of days is given, those days are counted to exclude the first day but include the last day.

9. EXCLUSION OF LIABILITY

- 9.1. Neither Road Care, nor its directors, employees, representatives, agents and/or shareholders shall be liable to the member or to any third party for any loss, liability, damage, expense or penalty of any nature whatsoever, which the member or any such third party may suffer or incur, whether directly or indirectly, as a result of, or which may be attributable to or caused by any act or omission pursuant to these T&C and the rendering of the Services, unless such loss, liability, damage or expense is directly attributable to fraud, dishonesty or gross negligence on the part of Road Care or its directors, employees, representatives, agents and/or shareholders.

The maximum extent permitted by law, the maximum liability of Road Care its directors, employees, representatives, agents and/or shareholders in terms of or in respect of these T&C or the rendering of the Services shall in all circumstances be limited to the value of the membership fees received by Road Care.

10. FORCE MAJEURE

10.1 If Road Care is prevented from or delayed in performing any of the Services as a result of a Force Majeure Event, then it will be excused from the performance or punctual performance, as the case may be, of the Services from the date on which the Force Majeure Event occurred and for as long as the circumstances or prevention or delay may continue.

10.1.1 A "Force Majeure Event" means circumstance beyond the reasonable control of Road Care which will include but is not limited to war, invasion, act of foreign enemy, hostilities or warlike operations (whether that be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, confiscation or destruction or requisition by order of any regulatory authority, or any other act of state, including prevention or denial of trade, sanctions or closure of borders; and any earthquake, flood, fire, drought or other physical disaster or any other act of God; or strike, lockout or other industrial action by employees or any interruption of electricity supply.

11. WHOLE AGREEMENT

11.1 These T&C contains all the terms agreed on by the member and Road Care in respect of the Services and the member waive the right to rely on any alleged terms not expressly contained in these T&C.

12. ROAD CARE: SERVICE TERMS AND CONDITIONS

- 12.1 Road Care provides to its Members, administrative support, information storage and facility services ("Services") subject to the terms and conditions stipulated in these Terms and Conditions ("T&C").
- 12.2 In providing the Services, Road Care shall use the Member's information with consent to obtain legal documents confirming the incident where a Member was injured, place the Member in contact with an appropriate medical treatment facility ("Medical Facility") in the event that the Member was involved in an accident as a driver or passenger in a motor-vehicle and qualify for medical treatment as described in the RAF Act. 56 of 1996.
- 12.3 Road Care will facilitate the admission to the Medical Facility by providing the necessary information to the Medical Facility in order to expedite the transfer to the Medical Facility and the admission of the Member to the Medical Facility.
- 12.4 Admission of any Member is subjected to the Member agreeing with the terms and conditions of the various service providers.

12.5 Use of Services

- 12.5.1 The Member will be able to use the Services if they were injured.
- 12.5.1.1 As a passenger in a motor-vehicle accident qualifying for 100% compensation as described by the RAF on the RAF Act. 56 of 1996 and require medical treatment.
- 12.5.2 The Member or a person on their behalf, will phone **011 801 0019** to inform Road Care of the incident and injuries sustained.
- 12.5.3 The Member or the person activating the Services on your behalf, will be requested to provide the following information:
- 12.5.3.1 Membership number as displayed on the Membership Card or identification number.
- 12.5.3.2 Details regarding the accident, location, time, registration numbers of vehicles involved, and names and ID numbers of injured persons as legally required to be captured on the Official Accident Report (OAR) by the South African Police services (SAPS).
- 12.5.3.3 Road Care will provide through its call centre agents and area representative all reasonable assistance to collect the completed OAR and assure accuracy.
- 12.5.3.4 This information will be used by Road Care to verify the Member was involved in a legal road accident that will entitle the Member to receive private medical care that will be paid for by the Road Accident Fund.
- 12.5.4 You or a person on your behalf will give information on the nature of your injuries sustained to the Road Care consultant who determine the nature of the medical treatment the Member might need.
- 12.5.5 Road Care will then:
- 12.5.5.1 Identify the nearest suitable Medical Facility to the Member that will be able to provide further ongoing medical support to the Member.
- 12.5.5.2 Contact the Medical Facility and provide them with the information stored by Road Care as well as any other relevant information provided in the OAR, ambulance report or medical report required to admit the Member under the RAF Act.

- 12.5.5.3 Once confirmed that the Medical Facility will accept the Member, the transfer to the Medical Facility will be facilitated by Road Care by providing your information, location as well as the Member's relevant medical records to the Medical Facility.
- 12.5.5.4 If the Medical Facility is unable to accept the Member all reasonable steps will be taken to identify the next available Medical Facility.
- 12.5.5.5 Once the Member is accepted at the Medical Facility all medical treatment required by the Member will be determined by the different service providers until full recovery.
- 12.5.5.6 All medical expenses will be claimed by the individual service providers from the RAF.

12.6 Exclusions of Services

- 12.6.1 If the Member was involved in criminal activity at the time of the accident.
- 12.6.2 If Member as a foreigner is illegally in the country at the time of the accident, expired work permit, expired visa, or any other reason.
- 12.6.3 If Member as a passenger was the cause of the accident as indicated on the OAR.
- 12.6.4 If the accident occurred outside the borders of South Africa (RSA).

12.7 Services not provided by Road Care

- 12.7.1 Road Care will under no circumstances whatsoever cover any of the costs associated with the Member being admitted to or treated at or conveyed to the identified Medical Facility.
- 12.7.2 The Services of Road Care are limited to verifying the incident with the relevant documentation supplied and to facilitate transfer and admission to the Medical Facility. Road Care is not liable for any errors that arise due to inaccurate or incomplete documentation or reports that are provided by the Member or a person acting on your behalf including the SAPS.
- 12.7.3 Admission to and further care at the Medical Facility will be provided to the Member in terms of a separate agreement that will be entered into between the Member and the relevant Medical Facility.
- 12.7.4 Road Care is neither associated nor affiliated to any such Medical Facilities and is in no way responsible to the Member in respect of any services provided or not provided at the identified Medical Facility.
- 12.7.5 Road Care is not liable in any matter whatsoever to settle the Member's accounts with the Medical Facility so identified. Please refer to clause 8 and 9 of the General Terms and Conditions detailing Exclusion of Liability.



13. ROAD CARE – CLAIMS: SERVICE TERMS AND CONDITIONS

- 13.1 Road Care provides to its Members, claims administration, and claims management support services to assist with the Member's claim against the RAF if the Member was injured, survived by a legal dependent, or the deceased Member's close relative responsible for the funeral expenses as a result of a motor vehicle accident.
- 13.2 Road Care refers the Member to a legal practitioner who will assess the merits of the Member's claim against the RAF.
- 13.3 If merits to claim from the RAF is determined, the legal practitioner will provide claims and administration assistance for the duration of the RAF claims process at no cost to the Member.

13.4 Use of Services

- 13.4.1 The Member/close relative or legal dependent will be able to use the services if:
 - 13.4.1.1 Member was injured in a motor vehicle accident.
 - 13.4.1.2 If the Member was survived by a legal dependent.
 - 13.4.1.3 When close relative is responsible for funeral expenses.
- 13.4.2 The Member or a person on their behalf/close relative/legal dependent, will phone **011 801 0019** to log the potential claim.
- 13.4.3 The Member/close relative or legal dependent will be requested to provide the following information:
 - 13.4.3.1 Membership number as displayed on the Membership Card or identification number.
 - 13.4.3.2 Details regarding the accident, location, time, registration numbers of vehicles involved, and names and ID numbers of injured persons as legally required to be captured on the Official Accident Report (OAR) by the South African Police services (SAPS).
- 13.4.4 Member's claim will be logged and allocated to a legal practitioner who will arrange an assessment/consultation to assess the claims validity and merit.
- 13.4.5 If the Member's claim is invalid or no merit is determined the Member will be informed of the outcome by means of telephonic consultation and or email.
- 13.4.6 If the member's claim is valid and the Member wishes to continue with the administration and claims process the legal practitioner will provide claims administration and claims management assistance to submit the claim against the RAF.

13.5 Exclusions of Services

- 13.5.1 If Member as driver was the sole cause of the accident.
- 13.5.2 If the Member was involved in criminal activity at the time of the accident.
- 13.5.3 If Member as a foreigner is illegally in the country at the time of the accident, expired work permit, expired visa, or any other reason.
- 13.5.4 If Member as a passenger was the cause of the accident as indicated on the OAR.
- 13.5.5 If the accident occurred outside the borders of South Africa (RSA).

13.6 Services Limitations

- 13.6.1 Road Care will limit the services if the legal practitioner determines the case does not warrant a claim against the RAF.
- 13.6.2 Road Care is not liable for any costs incurred by the Member if external advice or services were used.
- 13.6.3 Should the Member use an external legal practitioner to manage the RAF claim, Road Care will not pay for any services rendered by the external legal practitioner.
- 13.6.4 Road Care does not guarantee settlement from the RAF.
- 13.6.5 The Member must comply with all the legal and regulatory requirements matter as prescribed by the RAF Act to qualify for the service.



14. DIGITAL DISCOUNT COUPONS

14.1 Service Description

14.1.1 This monthly benefit will provide the Main Member with Rand value discount coupons on specific Fast-Moving Consumer Goods (FMCG) which will be accessible via a mobile site. Coupons can be redeemed at selected Shoprite, Checkers and Checkers Hyper stores nationwide.

14.2 Service Benefits

14.2.1 Enjoy up to 50 unique product discounts per month with coupon values of R3,00, R5,00, R10,00 and R20,00.

14.2.2 Each Coupon can be redeemed up to 5 times per Member per month (Total collective savings of +R750,00 per month).

14.3 Redemption Process

14.3.1 Digital redemption is based on a 16-digit 'Barcode' which is sent to the Main Member via SMS upon request generated from the mobile site.

14.3.2 The Barcode must be inserted by the cashier at point of sale prior to making payment for the discount to be afforded, one code applies to selected products only.

14.3.3 The Barcode displayed on the platform when the Member selects to "Get Coupon" and is automatically sent to the Member via SMS.

14.4 General

14.4.1 Mobile phone network reception is required to access the mobile site/email.

14.4.2 Main Members cellular phone number is activated upon payment of first premium. SMS is sent with a link to the coupon platform.

14.4.3 Login to the platform using the mobile number.

14.4.4 Browse the different product categories to view the different offers available and select your preferred coupons.

14.4.5 Checkout your basket and obtain your Voucher Code via your mobile device.

14.4.6 Purchase your items in store.

14.4.7 Present the Voucher Code to the teller and immediately receive your discounts which are deducted from the total basket value.

14.5 Benefit Terms and Conditions

14.5.1 Coupons are redeemable only at selected Shoprite, Checkers and Checkers Hyper stores nationwide.

14.5.2 Coupons are subject to stock availability.

14.5.3 The Service Provider will endeavour to provide a suitable variety of coupons and brands monthly, there may be instances where a certain brand will feature multiple times.

14.5.4 The Service Provider will endeavour to provide coupons of which the Rand discount amount is acceptable in relation to the value of the product.

14.5.5 Popular coupons will carry over on a month-to-month basis.

14.5.6 Coupon prices can change without prior notification at the brand's discretion, once the Service Provider made aware of this a communication will be sent to the Main Member.

14.5.7 Discount per product varies between R3,00 R5,00, R10,00 and R20,00 per product.

14.5.8 Coupon Codes are active for 48-hours.

14.5.9 Coupons booked but not redeemed are not forfeited.



15. ACCIDENTAL DEATH AND VIOLENT CRIME BENEFIT

15.1 Service Description

15.1.1 As a loyal Road Care Member, Road Care offers you, a loyalty lump-sum contribution for expenses related to death, whilst commuting as a passenger caused by the following reasons:

15.1.1.1 Accidental Death, and;

15.1.1.2 Violent Crime.

15.1.2 The value of the benefit payout is based on the below schedule:

Schedule of Benefits Options	
Insured Event	Benefit Amount
Accidental Death*	R20 000,00
Violent Crime resulting in Accidental Death*	R20 000,00

*Whilst commuting as a passenger

15.1.3 Events for which the benefit will be paid out – Refer to clause 2 and 3.

15.2 Accidental Death Benefit

15.2.1 Accidental Death whilst commuting as a passenger:

15.2.1.1 Where Bodily Injury by Accident whilst travelling in, entering, or getting onto or exiting a Vehicle results in the Death of the Main Member within 6 (Six) months of the date of the Accident, we will pay the Benefit Amount stated in the Schedule.

15.3 Violent Crime Benefit

15.3.1 Violent Crime resulting in Accidental Death whilst commuting as a passenger:

15.3.1.1 Where Bodily Injury results in the Death of the Main Member within 6 (Six) months of the date of the Accident following a Violent Crime which has been reported to the Police, we will pay the Benefit Amount.

15.3.1.2 The Violent Crime Benefit is payable in addition to the Accidental Death Benefit, when applicable.

15.4 Benefit Terms and Conditions

Main Member means the person who applied for the Road Care Membership and whom is actively paying their membership fee.

15.4.1 The Main Member must be 84 or younger to receive this benefit.

15.4.2 The Main Member must be a resident and physically reside within South Africa to qualify for this benefit.

15.4.3 The Main Member is eligible for the benefit from date of payment of the first membership fee.

15.4.4 Access to this benefit is available for any death which is caused by an accident or a violent crime whilst commuting as a passenger.

15.4.4.1 You will be covered 24-hours a day, 365-days a year while you are in South Africa.

15.4.5 In the event of a death related to a violent crime, a criminal case must have been opened by the relevant police department and a case number issued.

15.4.6 Should a claim for the benefit arise in a month where a membership fee is unpaid, the benefit cannot be provided.

- 15.4.7 Benefits of this component will terminate:
 - 15.4.7.1 When the Main Member reaches the age of 85;
 - 15.4.7.2 There is a claim on the life of the Main Member;
 - 15.4.7.3 When the Main Member discontinues their Road Care Membership.

15.5 Exclusions

- 15.5.1 We will not pay a Benefit Amount for any Insured Person whilst they are driving a Vehicle.
- 15.5.2 We will not pay any Benefit Amount for any Insured Event resulting from:
 - 15.5.2.1 Participating in any sport or any form of entertainment in a professional capacity;
 - 15.5.2.2 Racing in any motorised vehicle or vessel;
 - 15.5.2.3 Intentional self-injury, suicide, attempted suicide, reckless misconduct, any illegal or criminal act and or wilful exposure to danger (except in an attempt to save human life);
 - 15.5.2.4 Active participation in any labour disturbance, riot, strike, lock out, civil commotion or public disorder;
 - 15.5.2.5 Results from War, whether declared or not.

15.6 Claims

The below outlines the process for submitting a claim.

15.6.1 Claim Notification

- 15.6.1.1 Any Event that may lead to a claim must be reported to the Intermediary as soon as possible but not later than 6 (six) months after the Death.
 - Phone: 021 879 1114 or Email: avclaims@pinnaclemarketing.co.za
- 15.6.1.2 In the event of a Violent Crime resulting in Accidental Death, such incident must be reported to the police and a CAS number obtained. To claim this Benefit, the Police Accident report and any other relevant supporting documentation will be required.
- 15.6.1.3 The claimant will be requested to complete a claim form in full and we will advise you of the supporting documents we will require once the Event has been reported to us.

15.6.2 Supporting Documents

- 15.6.2.1 The claimant will have 9 (nine) months from the date of the Death to provide all supporting documents such as police accident report, medical reports, post mortem reports, death certificates. If any document is not available you must advise the Intermediary.
- 15.6.2.2 The claimant will be required to provide proof of relationship and or dependency in the event of claim.

15.6.3 Settlement

- 15.6.3.1 Benefit will be paid to the beneficiary, Estate or legal representative according to the latest information provided.

This benefit is an insurance product. Wi-Taxi is the master policy holder and as a valued Road Care Member you are a beneficiary of their policy.

For all Road Care, Road Care Claims and Digital Discount Coupon related queries:



011 801 0019 (Available 24/7)



incidents@valnova.co.za

For notification of death due to an Accident and Violent Crime:



021 879 1114



avcclaims@pinnaclemarketing.co.za



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