



PLAN AHEAD FOR
SCHEDULED
MAINTENANCE COSTS

PLATINUM
**MAINTENANCE
PLAN**

LIQUIDCAPITAL

SERVICE PLAN | MAINTENANCE PLAN | EXTENDED WARRANTY | ROADSIDE ASSISTANCE | CAR INSURANCE PRODUCTS & QUOTES

LIQUIDCAPITAL

MAINTENANCE PLAN

20160531_v1_LiquidCapital_Maintenance Plan_Fulfilment

POWERED BY

LIQUIDCAPITAL

SERVICE PLAN | MAINTENANCE PLAN | EXTENDED WARRANTY | ROADSIDE ASSISTANCE | CAR INSURANCE PRODUCTS & QUOTES

LiquidCapital (Pty) Ltd. an Authorised Financial Services Provider FSP 6210

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The parties to the Agreement

This is a legal Agreement between us, LiquidCapital (Pty) Ltd, a division of Associated Motor Holdings (Pty) Ltd and you being the person who purchased the Vehicle and/or is the registered owner of the Vehicle and who is named in the Plan Information Document (referred to as “**you**”, “**your**” and “**the client**”).

The Plan is administered by LiquidCapital (Pty) Ltd (referred to as “**LiquidCapital**” and “**we**”), an authorised financial services provider, registration number: 2001/012511/07 and FSP 6210; and/or such other persons as LiquidCapital may appoint from time to time.

Address: LiquidCapital (Pty) Ltd
140 Boeing Road East, Elma Park
Edenvale 1610

Contact: **Head Office:** 011 663 7000
 Customer Care: 086 111 4384
 Email: customercare@liquidcapital.co.za
 Website: www.liquidcapital.co.za

Contact details

Claims Authorisation Centre Contact: 086 111 2410
Roadside Assistance 24-hour helpline: 086 111 3408

You can lodge a complaint

If you are unhappy with any aspect of this Agreement and wish to lodge a complaint, you can do so, either in writing or telephonically, to LiquidCapital at:

Customer Care

Tel: 086 111 4384
Email: customercare@liquidcapital.co.za

You can also lodge your complaint with an independent body such as the Motor Industry Ombudsman:

Motor Industry Ombudsman

Tel: 0861 1 MIOSA (0861 1 64672)
Email: info@miosa.co.za

Interpretation

The headings and captions used in this document are for reference purposes only and will not be used in its interpretation, unless the context clearly specifies a conflicting meaning.

Terminology	Context according to this agreement
Agreement	This Booklet and the Plan Information Document
Approved Facility	An authorised retailer of the Vehicle you have purchased, who has a workshop, or a servicing agent of the OEM or a Retail Motor Industry (RMI) registered facility
Booklet	This document
Plan Information Documents	The Plan Schedule or the Welcome Letter
Major Component	Components related to the engine, gearbox or drivetrain
New Vehicle	A Vehicle which is less than 12 months old and has covered less than 15 000 km
OEM	The original equipment manufacturer
Plan	A Maintenance Plan
Plan Schedule	The document provided to you if you purchased the Plan through a dealership confirming the type of Plan you have purchased. This document highlights the benefits, limits and terms and conditions of your Plan
Vehicle	The Vehicle specified in the Plan Information Document
Start Date	The date on which the relevant Plan commences as outlined in the Plan Information Document, provided that if there is an existing maintenance plan in place in respect to the Vehicle, the relevant Plan will commence immediately once the existing service or maintenance plan terminates
Used Vehicle	A Vehicle which is 12 months or older or has covered more than 15 000 km
VAT	Valued-Added Tax as contemplated under the Value-Added Tax Act, 89 of 1989
Welcome Letter	A document provided to you, when purchased the Plan through a call centre, confirming the type of Plan you bought, the benefits as well as the limits and terms and conditions of your Plan

Maintenance Plan

In terms of this Agreement, we will pay for the cost of servicing your Vehicle plus the replacement, maintenance or repair of specific wear and tear parts.

Maintenance Plan



The Maintenance Plan includes everything that is included in the Service Plan, plus the replacement, maintenance or repair of specific wear-and-tear parts, when necessary. Plan inclusions will be performed by an Approved Facility within the Republic of South Africa, for a specific period of time or specific distance travelled - whichever happens first.

Eligibility

Maintenance Plan

All Vehicles that, at the Start Date -

- i. have travelled less than 80 000 km,
- ii. are less than 4 years old (calculated from the date of first registration),
- iii. have a valid manufacturer warranty or valid OEM maintenance Plan; and
- iv. have a full manufacturer service history as per manufacturer frequency and specifications - done by the original manufacturer approved facility.

LiquidCapital reserves the right to request that you provide written proof that the above eligibility criteria have been met. If you fail to provide written proof, we will not provide any of the benefits.

How did you purchase your Maintenance Plan?

The way in which you purchased your Plan will determine how and when you will be able to start using your Plan.

Below are the different ways you could have purchased your Plan.



Plan added to your vehicle finance agreement

This is when the cost of the Plan is added to your vehicle finance agreement and is paid as part of your monthly instalments. Limitations do apply on when you can start using your Plan.



Plan paid cash in advance

This is when you pay the full price of your Plan in advance. There are limitations as to when you can start using your Plan.



Plan paid on monthly basis




This is when the payment of your Plan is done through a monthly debit order. There are limitations as to when you can start using your Plan.

When your Plan starts

Maintenance Plan

- The Maintenance Plan will start from the Start Date and will run for either for a set period of time (e.g. 3 years) or up to a specified number of kilometres (e.g. 45 000 km), whichever happens first - as stated on the Plan Information Document.
- The contract months relating to the Maintenance Plan will start on the date the Plan was purchased or on the expiry of the existing manufacturer plan. Should an existing plan or manufacturer plan expire on time instead of mileage, then the contract parameters may be changed with our consent at your request and by way of a signed document between us.
- For example:
 - The Vehicle has a 2 Year / 45 000 km manufacturer maintenance plan. The Vehicle is 1 year old and has 20 000 km on the odometer.
 - Customer purchased an extension (under this Agreement) for three years or 45 000 km whichever happens first.
 - After 20 months, the Vehicle has reached 45 000 km on the odometer. The existing maintenance plan will expire on mileage.
 - The extension will commence at this point (it is your responsibility to inform us that your extension will commence on this date), and cover will be from 45 000 km to 90 000 km / 3 years from this date.
 - If the 24 months of your manufacturer plan is reached before 45 000 km, and the Vehicle is on 35 000 km, the three years cover will commence and the 45 000 km Plan will cover from the existing mileage – i.e. 35 000 km to 80 000 km (it is your responsibility to inform us that your extension will commence on this mileage upon expiry of your manufacturer plan). If this mileage is not available, the start mileage will be calculated based on average mileage travelled per month at the time of your first claim.

When can you take your Vehicle for its first service?

	Payment Plan	Maintenance Plan
	Plan added to your vehicle finance agreement	No benefits will be provided for 20 business days after the payment was made to LiquidCapital.
	Plan paid cash in advance	No benefits will be provided for 20 business days after the payment was made to LiquidCapital.
	Plan paid on monthly basis	No benefits will be provided until LiquidCapital has received 4 consecutive monthly payments, however the maintenance or repair of specific wear-and-tear parts will only be provided once LiquidCapital has received 6 consecutive monthly payments. Authorisation of Major Components will only be considered after LiquidCapital has received 12 consecutive payments.

Your Roadside Assistance and RoadCover benefits will be available from the Start Date of your Plan.

The duration of your Plan

Your Plan is not a fixed term contract as it runs for either a fixed number of kilometres (e.g. 45 000 km) or a set period of time (e.g. 3 years), whichever happens first.

When your Plan ends

Your Plan will automatically end when:

- You reach the prescribed kilometres or time period as stipulated in your Plan Information Document. Please note, if your Plan reaches the set period of time (e.g. 3 years) or the fixed number of kilometres (e.g. 45 000 km) before the:
 - conclusion of your debit order payments (e.g. 24 months) expires, it is your responsibility to continue the monthly payments until the term of payment is completed;
 - next service is due, services will not be paid for in terms of this Agreement.
- You have failed to service your Vehicle within the manufacturer specified service interval for the second consecutive time.
- Your Vehicle is damaged beyond repair or destroyed before the expiry of the Agreement.

You can cancel

You can cancel this Agreement at any time by giving LiquidCapital at least 20 business days' notice in writing, or by contacting LiquidCapital Customer Care. However, please be aware of the following:

- An OEM's Plan that came standard with your Vehicle, would not have been charged for and cannot be cancelled nor refunded;
- If you paid for your Plan in advance (added to your vehicle finance agreement or paid cash in advance) and did not claim any benefits in terms of the Plan you will be entitled to a refund as set out in the **Refunds on cancellation** of the Plan section;
- If you cancel your Plan before the Start Date of your Plan, you will be entitled to a refund as set out in the **Refunds on cancellation of the Plan** section;

- If you paid for the Plan on a monthly basis, a refund will only be payable by LiquidCapital if the Agreement is cancelled within the first 6 months from the Start Date;
- If you cancel this Agreement after the first 6 months there will be no refund payable by LiquidCapital.

You will also be entitled to cancel the Agreement in the following circumstances, without any cancellation penalty applied:

- If LiquidCapital commits a breach of a material term of the Agreement and fails to rectify the breach within 20 business days of receiving a written notice of the material failure from you;
- In accordance with the provisions of section 16 of the Consumer Protection Act No. 68 of 2008 ("**CPA**"), you are entitled to cancel the Agreement in the prescribed manner if the Agreement resulted from any direct marketing within 5 business days after the date the Agreement was concluded.

Refunds on cancellation of the Plan

Any refund as mentioned in the You can cancel section, will be equal to the amount paid to LiquidCapital for the Plan less the following:

- commission paid;
- administration costs incurred by LiquidCapital for the period in which your Plan was active; and
- a cancellation charge of R570 (VAT inclusive) or other cancellation charges reasonable in the circumstances as determined by LiquidCapital.

The balance that remains will be refunded to you directly or, if your Plan was added to vehicle finance agreement through a bank, will be refunded to the bank.

Please note that after the deduction of the items above, if it is found that you owe us money, you will be required to settle the outstanding amount regardless of the cancellation of the Agreement.

LiquidCapital can also cancel

LiquidCapital can cancel this Agreement within 20 business days after giving you written notice of a material failure to comply with the Agreement (unless you rectified the failure within the 20 business days).

We may also terminate this Agreement within the first 6 months if all wear-and-tear parts listed don't have a minimum life of 10 000 kilometres or 6 months calculated from date of first registration.

If LiquidCapital terminates the Agreement, LiquidCapital will be entitled, without prejudice to other rights which it may have in terms of this Agreement or in law, to payment of liquidated damages such as:

- any maintenance or service work already undertaken on your Vehicle;
- commission paid;
- administration costs incurred by LiquidCapital for the period in which the Plan was active; and
- a cancellation charge of R570 (VAT inclusive) or other cancellation charges reasonable in the circumstances as determined by LiquidCapital.

LiquidCapital will be eligible to choose to recover its damages or losses suffered in lieu of the liquidated damages as mentioned above.

Please note that, if LiquidCapital terminates the Agreement, you will not be eligible to a refund of the price paid (or any portion thereof) for the Plan.

If LiquidCapital cancels this Agreement and you disagree with the cancellation, you are required to continue to meet your obligations under this Agreement until the disagreement is resolved.

You can transfer the Plan to a subsequent owner of the Vehicle

Where the Plan is fully paid up and you wish to sell your Vehicle, you can transfer your Plan to the new owner of the Vehicle. This Plan may only be transferred once, and only by the original Plan holder.

You must notify us within 15 days of the transaction, if you don't you waive the right to cancel your Plan and LiquidCapital will assume that your Plan transferred to the new owner.

Simply contact the Customer Service Department for assistance with this process.

Your responsibilities



Have your Vehicle serviced

Don't miss your service deadline

You must take your Vehicle in for a service as per the manufacturer's requirements stipulated in your owner's manual.

Manufacturers require that you service your Vehicle at regular service intervals (for example every 15 000 km). Some manufacturers will require that if you have not driven 15 000 km during a year, your Vehicle still needs to be serviced at regular intervals (for example every 12 months from date of first registration). Refer to your owner's manual for specific requirements.

It is a material term of this Agreement that you strictly adhere to the manufacturer's vehicle service requirements as mentioned above. A 1 500 km variance is allowed before or after the distance service interval specified and a 30 day variance is allowed when the Vehicle is serviced as per the time service interval (referred to as the "**Variance Period**"). Failure to service the Vehicle within the Variance Period will constitute a material breach of your Plan.

Use an Approved Facility

You must only allow an Approved Facility to repair or service your Vehicle.

Follow the service procedure

When you take your Vehicle in for a service or a repair, you must follow the prescribed claims procedure.



Take care of your Vehicle

Keep it in good condition

You must take all reasonable steps to keep your Vehicle in good, roadworthy condition. This also means that you should drive responsibly and not misuse your Vehicle.

Perform preventative maintenance on your Vehicle

You must perform regular preventative maintenance on your Vehicle - as per the manufacturer's handbook - which includes, but is not limited to, checking engine oil levels, coolant levels and tyre pressure.

Prevent additional damage

If any mechanical or electrical failure happens, you must take all reasonable steps to protect your Vehicle from any further loss or damage.



Maintain monthly payments

(This section is only applicable if you pay monthly for your Plan)

- Pay your monthly payments on time;
- Always ensure that there are sufficient funds in your bank account to cover your payment; and
- If your Plan reaches the end date (e.g. 3 years) or the fixed number of kilometres (e.g. 45 000 km), before all the agreed monthly payments are made to LiquidCapital (e.g. 24 months), all monthly payments remain your responsibility until fully paid up.

Consequences of late payment

If you fail to make any payment in terms of this Agreement, by the due date, you have a 15 day grace period in which to pay it - failing to do so will be in breach of the Agreement and LiquidCapital will be entitled to exercise its remedies. Your Plan will be suspended immediately if you fail to make a payment due in terms of this Agreement on the due date. You will not be entitled to any of the benefits offered in terms of this Plan until all outstanding payments are made to LiquidCapital.

If you fail to pay the outstanding amounts, LiquidCapital will take legal action against you to recover the cost.

All amounts not paid on the due date will earn interest at the interest rate published by LiquidCapital's banker as its prime overdraft lending rate (a certificate from any manager of that bank, whose appointment or authority need not be proved, as to the prime rate at any time and the usual way in which it is calculated and compounded at such time will, in the absence of patent or clerical error, be final and binding on the Parties), plus 2%.

Missed payments will affect your claim

If LiquidCapital does not receive your monthly payment, LiquidCapital will immediately stop the processing of your claim for benefits, until such time as the payment is made.

LiquidCapital will proceed with the processing of your claim for benefits two days after the payment is confirmed.

You may not withhold payment

You are not allowed to withhold the payment of any amounts due to LiquidCapital, for any reason.

Fraud

You must not, under any circumstances, provide false or misleading information to LiquidCapital.



Do not misuse your Vehicle

No racing or rallying

You must only use your Vehicle for its intended purpose. This means, among other things, that you are not allowed to use it for:

- Racing or rallying, whether competitive or non-competitive.
- The carrying of fare-paying passengers (unless expressly agreed to by us).
- Driver tuition (unless expressly agreed to by us).
- Towing of other Vehicles.

You must adhere to the limitations set out in your owner's manual in terms of weight and passenger numbers. This means that you must not:

- Overload your Vehicle.
- Carry more than the prescribed number of passengers.
- Tow any trailer or vehicle that exceeds the weight limitations as specified in your owner's manual.

Do not modify or enhance your Vehicle

You warrant that your Vehicle has not been modified or enhanced. You also undertake that you will not, in future, modify or enhance your Vehicle by fitting it with non-original fitted manufacturer accessories or modifications such as turbo-charging your engine. You will not be entitled to any of the benefits provided for in your Plan should you fail to comply with this warranty and undertaking.

Do not tamper with the odometer

Neither you, nor anyone else, is allowed to tamper with, replace, modify or disconnect your Vehicle's odometer.



Inspection

We and our representatives will be entitled to inspect and assess your Vehicle during business hours to check and verify if:

- i. a claim relates to pre-existing damage or failures; and
- ii. you are complying with the provisions of this Agreement.

You can appoint a registered assessor (at your own costs) if you dispute the findings following an inspection of your Vehicle.

If we conduct an inspection and it is found that your Vehicle has been modified, the inspection costs will be for your own account.



Avoid default or breach

It is your responsibility to avoid being in default or breach of this Agreement as this will result in the termination of your Plan.

A default or breach happens when you fail to meet material requirements of the Agreement, including:

- Not servicing your Vehicle regularly, at the service intervals set out in your service manual;
- Failing to comply with the instructions in the manufacturer's manual relating to the use, care and maintenance of your Vehicle.



Accidental damage

If your vehicle is involved in an accident, the maintenance plan will continue to cover your vehicle only if all resulting damage, whether mechanical, electrical, structural or body-related is repaired by an Approved Facility or an accredited panel beater.

LiquidCapital reserves the right to suspend your Plan if the workmanship or parts used do not meet the specific quality standards of your Vehicle's importer or manufacturer.

Should your Vehicle be damaged beyond repair or destroyed before the expiry of the Agreement, you must notify us within 30 days.



Follow the correct claim procedure for maintenance related items













If you wish to claim for any loss or damage for maintenance related items in terms of the Maintenance Plan, you must follow the following procedure:

- You must provide LiquidCapital with satisfactory proof of the loss or damage;
- You must supply LiquidCapital with any documents they may require to process the claim; and
- Once you are aware of any breakdown or failure of your Vehicle, you have seven days in which to notify LiquidCapital and take it to an Approved Facility.

What is included - Maintenance Plan

Wear-and-tear included

We will pay an Approved Facility to service your Vehicle according to your Manufacturer specifications for the selected time period or kilometres, whichever occurs first.

Wear-and-tear parts		Tensioners and pulleys (only if specified by the Manufacturer service schedule)		Engine
		Front brake pads (see below for limitations)		Transmission/gearbox
		Rear brake pads or shoes (see below for limitations)		Differential Unit
		Wiper blades (one set annually)		CV Joints and boots
		V-belts		Battery
		Front brake discs (replacement will be considered only if the component is outside manufacturer specification and skimming tolerance)		Exhaust (excluding catalytic converters)

Wear-and-tear parts



Rear brake discs or drums (replacement will be considered only if the component is outside manufacturer specification and skimming tolerance)



Turbo Assembly (limited to R17 100 incl. VAT per event)



Rear Wheel Cylinders



Wheel bearings



Clutch and clutch cables (limited to R7 500 incl. VAT per event)



Fuel system, which includes the fuel pump



Front Shock Absorbers



Water pump



Rear Shock Absorbers



Steering components (steering rack, column and pump)



Fuses and globes (excluding xenon and sealed units)



Factory fitted door locks, boot locks and electronic ignitions



Starter Motor



Air-conditioner (compressor only, re-gassing only on replacement)



Alternator



Fuel filter



Oil filter



Spark plugs



Engine oil



Brake and clutch fluid



Sump plug gasket



Transmission fluid



Air filter element



Differential fluid



Pollen filter element



Coolant

Service Plan Elements

Service Plans



Workshop consumables (maximum of R100.00 excl. VAT)

Limitations on what LiquidCapital will pay

- Replacement of brake pads is limited to one set per 20 000 km and one set of brake linings per 45 000 km travelled.
- We will terminate this Agreement within the first 6 months if all wear-and-tear parts listed don't have a minimum life of 10 000 kilometres or 6 months.
- The total claims payable under the Maintenance Plan for all wear-and-tear parts will be limited to a maximum amount. This amount will be equal to 4 times the payments received on the date of the claim being lodged.
- If the cause of the failure is not included in the Plan, the cost of the stripping of a component is for your account.
- LiquidCapital will pay for the replacement of a cam belt or accessory belt only if it is recommended by the OEM at a specified service interval.
- Tensioners and Pulleys will only be replaced if specified by the OEM service schedule.
- V-belts will be replaced when deemed necessary by the Approved Facility.

What is wear-and-tear?

Wear-and-tear is a term used to describe the gradual physical deterioration of various parts of the Vehicle. Wear-and-tear happens naturally and inevitably as a result of normal use and ageing.

To determine whether a part has suffered wear-and-tear, LiquidCapital will use the guidelines established by the OEM of your Vehicle or the Approved Facility. LiquidCapital also takes into consideration the use of your Vehicle, any material failure in terms of the Agreement and any other factor they may consider relevant.

LiquidCapital will pay for the repair, maintenance or replacement of the components listed in the Agreement, only if you have complied with all the terms and conditions of the Agreement.

When will you not be entitled to the benefits of your Plan

You will not be entitled to benefits in terms of your Plan in the following circumstances:

- If you provide false, misleading or fraudulent information to LiquidCapital;
- If the odometer of your Vehicle is tampered with;
- If the Vehicle is not eligible for the Plan or you are not able to provide proof of eligibility;
- If your Vehicle was modified or enhanced by fitting it with non-original fitted manufacturer accessories or modifications, e.g. by turbo-charging your engine;
- If you willfully or grossly negligently cause damage that results in a claim;
- If the Vehicle is misused (Towing of other Vehicles etc.); and
- When your payments are in arrears.

Exclusions for the Maintenance Plan

Repairs

LiquidCapital does **not** pay for the following:

- Repairs that have not been authorised by LiquidCapital.
- Oils used for top-up between services.
- All repairs regarding damage or wear-and-tear to glass, plastic, body, upholstery or trim.
- Any repairs resulting from your failure to carry out your responsibilities in terms of this Plan.
- Any repairs resulting from mechanical damage to your Vehicle caused by an accident, or any other negligent or intentional act.
- Any repairs resulting from neglect, misuse, abuse or improper treatment of your Vehicle.
- Any repairs resulting from your failure to service your Vehicle timeously.

- Any repairs resulting from your failure to carry out any preventative maintenance such as regularly checking and topping up lubricant, fluid and coolant levels.
- Rust and corrosion.
- Inspections.

Components, parts and checks

LiquidCapital does **not** pay for the following:

- Any replacement or repair caused by the improper use of fuel blend/ type/octane, cetane or viscosity rating, hydraulic or lubricating oil, brake fluids, coolant or preserving agents.
- Aiming of headlights and battery Maintenance.
- Checking of fluid levels.
- Valve adjustment.
- Balancing and rotation of wheels, or tyre-pressure checks.
- Road-testing and functional checks.
- Electronic parts if not originally manufacturer fitted.
- Glass and plastic lenses, including chips and scratches (including latent defects or melting).
- Tyres, tubes, wheel-balancing and wheel-alignment.
- Aftermarket fitments, such as alarms, immobilisers, air-conditioners, tow bars and boot shocks.
- Any components missing from the Vehicle.
- Failure due to the use of incorrect fuels or oils, or over-filling.
- Air-conditioner hoses and vent ducts (manufacturing defects excluded).
- Carpets, trim, seat covers and door rubbers.
- Catalytic converters.
- Resultant damage.
- Radio.
- Seals.

Damage due to environmental factors

LiquidCapital does not pay for any part of the Vehicle that has been damaged or degraded through exposure to hazardous environmental factors which includes but is not limited to:

- Corrosion.
- Industrial fallout.
- Salt-laden or unsurfaced roads.
- Prolonged bright sunlight.
- Corrosive droppings from trees or other vegetation.
- Bird droppings.
- Hailstorms.
- Earthquakes.
- Floods.
- Any general act of nature.

What LiquidCapital cannot be held responsible for

Theft, injury, loss of income

Under no circumstances can you, or your spouse, child, dependent or any other person, hold us responsible for the following:

- Any damage, destruction, loss or theft of your Vehicle or its contents as a result of the service of your Vehicle by the Approved Facility.
- Any injury, disability or loss of life suffered by you or any of your passengers or any pedestrian or driver of another Vehicle as a result of the service of your Vehicle by the Approved Facility.
- Any loss of income, or loss of or payment of any money, by you or any of your passengers or any pedestrian or driver of another Vehicle as a result of the service of your Vehicle by the Approved Facility.

Events beyond our control

LiquidCapital cannot be held responsible for events that are beyond our control. Typical examples are war, strikes, riots or a catastrophic natural disaster such as a flood or earthquake.

If such an event happens and it prevents LiquidCapital from carrying out their contractual duties in terms of this Plan, LiquidCapital will be released from all contractual obligations towards you in terms of this Plan. However, LiquidCapital will pay you a pro-rata refund, taking into account all commissions, administration fees and costs of labour and parts.

What LiquidCapital can be held responsible for

To the extent that the client is not an individual customer, you may only hold LiquidCapital responsible for loss or damage suffered by you, whether directly or indirectly, if it was caused by gross negligence on our part.

How to claim

When your Vehicle requires a service or you become aware of a breakdown or failure that is covered under your Plan:

- Book your Vehicle into an Approved Facility for services or repairs needed.
- When you arrive at the Authorised Facility, inform the service advisor that you have a Plan and give them your Plan number.
- The Authorised Facility service advisor will get an order number from the Authorisation Centre.

Authorisation Office Hours:

Monday to Friday: 07h30 to 17h00

Saturday: 08h00 to 12h00

This office is closed on public holidays.

- The Authorised Facility service advisor will supply the Authorisation Centre with all the information needed regarding your service or repair.
- When the service advisor has received authorisation, he will be allowed to start the service or repair.

- Any services, repairs or parts not included in your Plan will be for your own account.
- Check your invoice to ensure that only the work requested was done, sign the invoice to confirm this.
- Inspect your Vehicle to ensure that the repair work and /or service was done and the parts installed to your satisfaction and is complete.
- The service advisor will invoice LiquidCapital for the services and / or repairs done.
- If there is any evidence of poor driver technique or negligence, you will be responsible for the payment of the repair costs.
- **LiquidCapital will not refund or pay for any work done without being duly authorised.** It remains your responsibility to ensure that the Authorised Facility obtains proper authorisation. You must settle the balance.

Roadside Assistance

You are automatically entitled to Roadside Assistance for the duration of your Plan.

In the event of a mechanical or electrical breakdown (or if you need any of the other services offered in this section), please contact the Roadside Assistance 24-hour helpline.

If your Vehicle cannot be repaired at the scene of the breakdown, the Roadside Assistance operator will arrange for it to be towed to the nearest Approved Facility.

We provide roadside assistance as soon as possible in response to your request. We do not guarantee response times, which vary depending on location, traffic, road conditions, weather conditions and the demand for assistance at the time of your request.

If your Vehicle cannot be repaired, and you are more than 100 km from home, you have the options of either accommodation or car hire. You can only choose one:



Accommodation

If you wish to stay overnight in a hotel while your Vehicle is being repaired, Roadside Assistance will refund to you a maximum of R500 per person (for the driver and up to 3 passengers) for one night only.

It is your responsibility to arrange accommodation.



Car hire

Roadside Assistance will refund to you a maximum of R500 towards the total cost. It is your responsibility to arrange car hire.

Please note: the car hire company may require your credit card details.

Additional benefits

You are entitled to the following emergency services for the duration of your Plan:



Towing

A mechanical breakdown is a fault in one of the Vehicle's parts (as supplied by the manufacturer) which makes the Vehicle unable to be driven. For example, a malfunction in the clutch, transmission or on-board computer of the Vehicle.

If you experience a mechanical breakdown which was not directly caused by a road accident and cannot be repaired on the spot, a Roadside Assistance agent will dispatch a roadside team to tow your Vehicle to the nearest Approved Facility for repairs.

For after hours or weekend tow-in service:

- If the breakdown is on the side of the road the roadside team will be dispatched immediately to collect your Vehicle. If the nearest Approved Facility has 24-hour security, your Vehicle will be towed and parked at the Approved Facility's premises. If there is no 24-hour security, your Vehicle will be parked at the roadside team's premises until the Approved Facility opens.
- If the breakdown is at your home the Roadside Assistance agent will recommend that the tow-in be done when the Approved Facility opens.

If the mechanical breakdown is a direct result of past or current damages due to a road accident, the cost of the tow-in will be for your own account. This will be determined by the OEM upon evaluation of vehicle.

Limitations of service

- The distance per call-out for a Vehicle tow-in is limited to a maximum 40km radius or the nearest Approved Facility.
- In the event of a mechanical breakdown, the tow-in of your Vehicle will be to the nearest Approved Facility. Depending on the make of your Vehicle, you can refer to the relevant website to find out where there are Approved Facilities in South Africa.
- If the mechanical breakdown is a direct result of past or current damages due to a road accident, the cost of the tow-in will be for your own account. This will be determined by the OEM upon evaluation of vehicle.
- Any impact that involves potholes and or any foreign object that causes a breakdown of any nature is excluded as this is classed as a Road Accident.
- If the tow-in service is not authorised by Roadside Assistance, the cost of the tow-in will be for your own account. For authorisation and assistance, please contact Roadside Assistance.



Tyre Change

Assistance will be provided should you require assistance with tyre change.

Limitations of service

- All tools supplied by your vehicle manufacturer are required to assist you with a tyre change.
- Your Vehicle has to have a roadworthy spare tyre.
- If your Vehicle's spare tyre is missing or not in a roadworthy condition, your Vehicle will be towed to nearest place of safety at your own cost.
- If your Vehicle is equipped with run-flat tyres we will tow the Vehicle to nearest Approved Facility or tyre fitment centre.
- Any tyre repairs or replacements will be at your own cost.



Fuel run

If your Vehicle runs out of fuel and you are stranded on the side of the road, we will dispatch a contractor with a canister of fuel for your Vehicle so that you can reach the nearest petrol station and re-fuel your Vehicle.

Limitations of service

- Urban areas only.
- Any fuel supplied will be for your own account.
- A maximum of 10 litres will be delivered to you.
- This benefit is limited to one incident per 12 month cycle.



Jump-start

If your Vehicle has a flat battery, we will send a contractor to help you jump-start your Vehicle.

Limitations of service

- This service is limited to only starting a Vehicle by means of a battery boost, we don't replace the Vehicle's battery.
- If your Vehicle's battery is not able to be jump-started by the LiquidCapital Roadside Assistance roadside team, they will arrange for your Vehicle to be towed into the nearest Approved Facility where they will be able to replace your Vehicle's battery. The cost of the replacement of the battery is for your own account unless covered by your Plan.
- This benefit is limited to two incidents per 12 month cycle.



Key lockout

Should you accidentally lock your Vehicle's key in your Vehicle, we will send out a locksmith to open your Vehicle and retrieve your key.

Limitations of service

- This Plan will pay for only the cost of the call out fee and 1 hour's labour up to a maximum of R650 to retrieve the Vehicle's key from inside the Vehicle. If you lose your Vehicle's key or the keys were stolen, the replacement of the key is for your own account. We will, however, send a locksmith to open your Vehicle and a tow truck to tow it to the nearest Approved Facility if required.
- This benefit is limited to one incident per 12 month cycle.
- Where Roadside Assistance feels that the call out or requested service is not necessary or entirely justified, they will consider the case on its merits.

Your Plan does not include the following services:

- Assistance when accidents happen.
- Assistance during vehicle hijack or theft recovery.
- Cross border recoveries.
- Incorrect use of your Vehicle.

RoadCover

Your Plan includes a membership with RoadCover for two years from the Start Date of your Plan.

In the event of a vehicle accident injury, you will have access to effective Road Accident Fund (RAF) claims management. RoadCover manages the entire claim from start to finish, improving your claim turnaround time. You, your immediate family and domestic worker will benefit from the RoadCover Plan. Benefits do not apply to incidents which happened before you joined RoadCover.

If you have any queries, wish to amend your membership with RoadCover or wish to lodge a complaint you must do so in writing or telephonically:

Address: RoadCover (Pty) Ltd
RoadCover Corner
Cnr Virginia & 11th Street
Parkmore, Sandton

Contact: **Head Office:** 011 884 0591
 Customer Care: 086 072 6837
 Email: support@roadcover.co.za
 Website: www.roadcover.co.za

What is included - RoadCover

Members have a dedicated RoadCover legal practitioner to formulate their claims with the RAF.

- RoadCover manages the entire claim from start to finish, improving turnaround time.
- Members receive 100% of their RAF pay-out.
- RoadCover charges no additional fees.
- For the duration of the claim the member receives the following:
 - Legal representation.
 - Administration and claims management.
 - Accident reconstruction.
 - Required Medico-Legal reports.
 - Past and future loss of earning reports.
 - Past and future loss of support report.

Limitations on what RoadCover pays

- RoadCover will limit its services where the assessor does not substantiate the merits of the case. If this is in conflict with the member's views or if there is a material conflict between the member's assessment and the assessor's, the case will be referred to the RoadCover advisory panel for review.
- Any costs incurred by a member, being approached by an outside party without the written consent of RoadCover, will not be for RoadCover's account.
- The member is free to seek outside, second opinions but the cost of these will not be paid by RoadCover unless approved in writing.
- The member is not obliged to use the services of RoadCover, in the event of which RoadCover will not be liable for any costs incurred by third parties.
- RoadCover is only applicable to accidents that happen within the borders of South Africa.
- The premium must be fully paid up at the time of the accident.
- At the time of the accident, the member must comply with all the legal and regulatory matters required by the Acts governing the Road Accident Fund.
- RoadCover does not guarantee a payment from the RAF.

RoadCover Claims

Who is entitled to claim?

- A member who was personally injured (except a driver who was the sole cause of the accident).
- The dependant of a deceased member.
- A close relative of the deceased member in respect of funeral expenses.
- A claimant of the member under the age of 18 who must be assisted by a parent or legal guardian.

What you could claim for:

(From date of Plan Inception)

- Medical expenses (past and future).
- Funeral expenses.
- Loss of earnings or income if a member is disabled (past and future).
- Loss of support for a dependant of a deceased member (breadwinner, past and future).
- General damages for pain, suffering and disfigurement in the case of bodily injury as determined after examining the extent and severity of the injury.

Procedures for claims:

- Phone RoadCover **(0860 RCOVER / 726 837)** during office hours (8.30am to 4.30pm) or email **claims@roadcover.co.za** and give the details of your membership.
- Upon verification of your membership, you will be provided a case number and referred to an assessing RoadCover legal practitioner for a case assessment.
- You will be advised by RoadCover on the merits of your claim and potential way forward.
- In the case where a claim is deemed not valid for presentation to the RAF, RoadCover will send you a letter outlining particular reasons.
- If a claim is deemed valid, RoadCover will assist you with all the documentation required for your submission.
- This includes additional legal consultations and reports, Medico-Legal reports and actuarial opinions for loss of earnings consequent to you injuries. RoadCover will assist you with all the necessary administrative support and documentation preparation for your submission.

- An assessment of medical expenses incurred as a direct result of injury is done to ensure a balanced and fair medical claim. The claim is then finalised, collated and with the claimant's permission it is presented on his / her behalf to the Road Accident Fund for settlement.

The legal stuff

Terms and conditions

In this Booklet, the terms "the Agreement" and "Plan" mean the same thing, and are used interchangeably. The "parties to the Agreement" are you (the holder of the Plan) and us (LiquidCapital (Pty) Ltd, a division of Associated Motor Holdings (Pty) Ltd). The terms and conditions contained in this Booklet and the Plan Information Document constitutes the whole Agreement between you and LiquidCapital (Pty) Ltd, a division of Associated Motor Holdings (Pty) Ltd and parties waive the right to rely on any alleged provision not expressly contained in these documents.

Agreement in your name

This Plan is in your name. The contractual obligations and rights in terms of the Agreement apply to only you. You are not allowed to cede, assign, transfer or sign over any of these obligations or rights to another party unless you first get our written permission.

LiquidCapital has the right to cede the Agreement and outsource their duties

You hereby allow LiquidCapital to yield, assign, and transfer or sign over any or all of its rights and / or obligations in terms of the Agreement to a third party, unless it will be to your detriment. LiquidCapital will also be entitled to subcontract or outsource any of our duties, responsibilities, or obligations in terms of this Agreement to a third party.

No legal relationship

You have no legal relationship with LiquidCapital, other than being bound by these terms and conditions and consequently, to receive payment you may be entitled to.

Choice of Court for legal proceedings

In the event that either of us wishes to institute legal proceedings against the other, we both hereby agree that this can be done in the Magistrate's Court of any district that has jurisdiction in terms of section 28(1) of the Magistrates' Courts Act no. 32 of 1944.

We both also agree that legal proceedings may be instituted at any time by either you or us in any division of the High Court of South Africa having jurisdiction.

Amendments or variations

Any changes, substitutions, deletions, additions or variations to this Agreement will only be binding if recorded in writing and signed by both parties.

Waiving of certain provisions

If either party to this contract chooses to waive (i.e.: not exercise) any of the provisions of this Agreement, it must be done in writing and signed by that party.

Effect of not exercising one's rights

It may happen that, for whatever reason, one of the parties fails to exercise their rights in terms of this Agreement, or chooses not to. When this happens, it should not be interpreted as meaning that these rights have been forfeited or waived, or that the Agreement is no longer binding.

Costs may be recovered

If either party to this contract decides to take steps to institute legal proceedings against the other, the successful party may recover from the unsuccessful party all costs involved.

Invalid provisions don't apply

If any part of this Agreement is found to be invalid or unenforceable, it will be deemed to be deleted without affecting the rest of the Agreement.

Territorial limitation

Note that Plans are only available for services and repairs to be performed within the borders of the Republic of South Africa.

Legal authority to conclude Agreement

Both parties warrant that they have the necessary authority and legal capacity to conclude this Agreement.

Important notice in terms of section 49 of the CPA

In terms of Section 49 of the CPA, we wish to draw your attention to the following specific provisions.

Warning: the irresponsible, unauthorised or general use or abuse of the Vehicle in contravention of any law, manufacturer's recommendations contained in the owner's manual or this Agreement or the failure, refusal or neglect to maintain the Vehicle in accordance with the manufacturer's recommendations or instructions contained in this Agreement, may result in harm.

Instructions: to avoid any harm it would be in your best interest to use the Vehicle responsibly, with the necessary licence, in accordance with any law and the provisions contained in this Agreement and to maintain the Vehicle regularly in accordance with the manufacturer's recommendations contained in the owner's manual and this Agreement.

Indemnity: we will not be held responsible by you or any person on your behalf for any harm as a result of a defect of any part if you have in any manner contravened the warning and instruction contained in the Agreement or failed to comply with any obligation in terms of this Agreement. We are not in any way liable for the conduct of the Approved Facility or any defect in the parts supplied by the Approved Facility.

Acknowledgement: you confirm that you have read and understand this important notice, that you are bound by the provisions thereof and that you have signed the notice at your own free will. You further confirm that you have been expressly informed of the provisions of:

- Wear-and-tear;
- Period of Agreement;
- Which services are included and which are not;
- The right to cancel the Agreement;
- Your obligations; and
- What LiquidCapital cannot be held responsible for.

You have had a proper opportunity to consider the implications of this Agreement and you enter into this Agreement out of your own free will and without any undue influence by us or any of our employees.



LIQUIDCAPITAL

www.liquidcapital.co.za

LiquidCapital (Pty) Ltd an Authorised Financial Services Provider FSP 6210

WE ARE **IMPERIAL**™ 