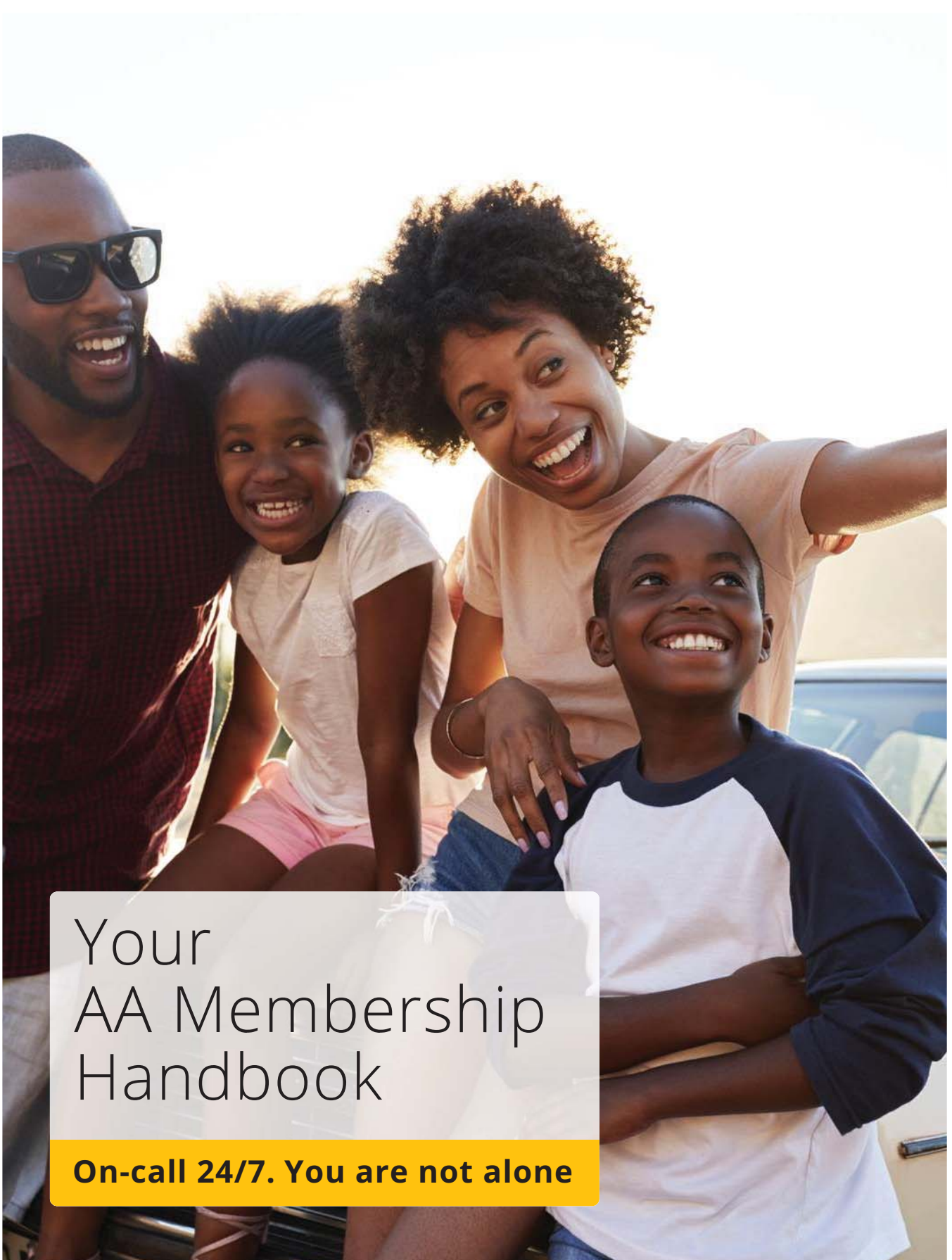




ANYWHERE. ANYTIME.



Your  
AA Membership  
Handbook

**On-call 24/7. You are not alone**



# Welcome to the AA family

Your AA Membership includes all the exclusive benefits and services for which we are known and, because our focus is on giving our Members exceptional value, you get a host of new benefits and added value services to enhance your lifestyle and make motoring more affordable.

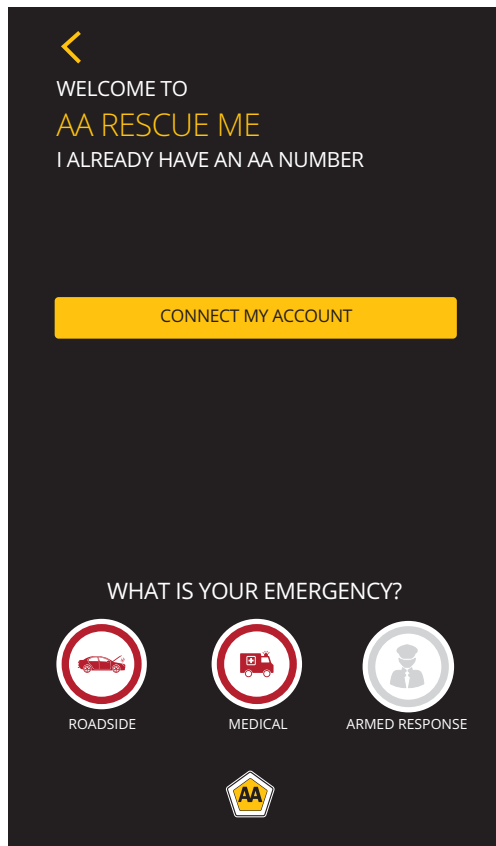
Everything you need to take advantage of your new benefits and exclusive savings is in this handbook. Keep it somewhere safe so you don't lose out.

## Contents

How to take advantage of your Membership benefits	3
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# AA Rescue Me App

1



2



3



**AA Stickers:** Visit your nearest AA Accredited Sales Agent to collect your "Do Not Tow" and Licence Disc stickers.

# Your AA Membership

We cover you and not just your car. As an AA Member you get critical emergency medical rescue for you and your family, vehicle breakdown assistance, towing and long distance travel.



Benefits and their limits are determined by the package you select, make sure that you have chosen one that meets your needs



## ASPIRE

## ACTION

## ADVANTAGE

## ADVANTAGE +

# Rewarding you as a Member of the AA Family

### AA EMERGENCY MEDICAL RESCUE

INCLUDED	INCLUDED	INCLUDED	INCLUDED
Fair Use – please refer to call-out Ts & Cs	Fair Use – please refer to call-out Ts & Cs	Fair Use – please refer to call-out Ts & Cs	Fair Use – please refer to call-out Ts & Cs

When you have an **accident or medical emergency**

<b>Emergency Medical Transport</b>	<b>Medical Advice</b>	<b>Armed Response</b>
------------------------------------	-----------------------	-----------------------

### AA ROADSIDE RESCUE Vehicle Breakdown Services

INCLUDED	INCLUDED	INCLUDED	INCLUDED
40km per round trip 2 Call-outs per annum  2 Fuel rescues	40km per round trip 2 Call-outs per annum  2 Fuel rescues	100km per round trip Fair Use – please refer to call-out Ts & Cs  2 Fuel rescues	200km per round trip Fair Use – please refer to call-out Ts & Cs  2 Fuel rescues

When your **car breaks down**

<b>Mobile Battery Sales</b>	<b>Battery Tests &amp; Jump Starts</b>	<b>10 Litres Out-of-fuel Rescue</b>	<b>Flat Tyre Change &amp; On-the-spot Repairs</b>	<b>Vehicle Locksmith</b>	<b>Overnight Storage</b>	<b>Mechanical Breakdown Towing</b>
-----------------------------	--	-------------------------------------	---	--------------------------	--------------------------	------------------------------------

### AA ACCIDENT TOWING

INCLUDED	NOT INCLUDED	NOT INCLUDED	INCLUDED
40km per round trip Fair Use – please refer to call-out Ts & Cs	Available at Member rates	Available at Member rates	200km per round trip Fair Use – please refer to call-out Ts & Cs

If your car has been in an **accident, vandalised, in an attempted theft** or you've hit a **pothole**.

<b>Accident Towing</b>	<b>Attempted Theft / Vandalism Tow</b>	<b>Pothole Damage Tow</b>	<b>Overnight Storage</b>
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### AA LONG DISTANCE Travel Benefit

NOT INCLUDED	NOT INCLUDED	Total Limit R3000	Total Limit R5000
		Accommodation Assistance R320 per person for up to 5 individuals <i>Long distance tow available at Member rates</i>	Accommodation Assistance R320 per person for up to 5 individuals <i>Includes long distance tow option</i>

When you **break down** more than **100km from home**

<b>Accommodation Assistance</b>	<b>OR</b>	<b>Car Hire (24 Hours Group B)</b>	<b>Tow Nearest Repairer</b>
---------------------------------	-----------	------------------------------------	-----------------------------

<b>Long Distance Tow</b>	<b>ADDITIONAL ADVANTAGE+ OPTION</b>
--------------------------	-------------------------------------

AA Membership Ts & Cs apply. \*Subject to registration and activation. Refer to page 23 for your full Membership Benefits

# AA Emergency Medical Rescue

In a medical emergency, when speed and quality of service are essential, professional assistance can make the vital difference.



Call **0861 000 234**



**Download the AA app** and use the rescue panic button.



24-hour emergency medical rescue for emergencies in your car, at home, at work or on holiday.



## Home medical emergency assistance

For you, your spouse & your dependants aged below 25, if they are living with you.



## Transfers between medical facilities



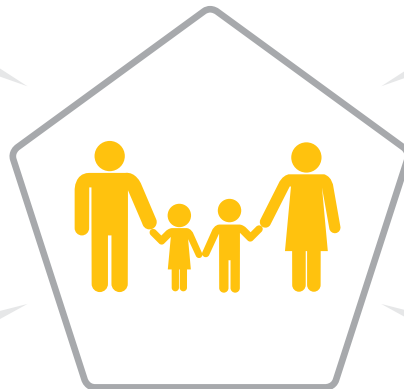
## On-the-road medical emergency assistance

Includes your spouse & your dependants aged below 25, if they are travelling with you.



## Telephonic Medical Advice

- Information on drugs & medicine
- Rape & trauma crisis advice, & counselling.



## Savings on AA Armed Response

- R35 per month. Members pay only R25



# AA Roadside Rescue

Your safety on the road and peace-of-mind while travelling are as important to us as they are to you. That's why we provide you with the most comprehensive on-the-road services.



Call **0861 000 234**



**Download the AA app** and use the rescue panic button.



Our patrol services are all about getting you back on the road quickly and without fuss. So we come to you wherever you are.



**Fuel to reach a filling station**  
2 fuel call-outs if you run out.



**Mobile Battery Service**  
24/7 Always-on-call mobile battery sales, tests and jump-starts.



**Flat tyre change**  
& on-the-spot repairs.



**Overnight Storage**  
& on-the-spot repairs.



**On-the-spot minor repairs**  
(subject to availability)



**Locksmith Service**  
Opening your car if you've locked your keys inside.



**Mechanical Breakdown Towing**  
(subject to package limits)



**Accident & pothole damage towing**

**Attempted theft or vandalism towing**



# AA Legal Assist



## Motor Law

- National Road Traffic Act Queries
- Disputes with Service providers
- Motor vehicle accidents
- Insurance and third party claim advice
- Queries with respect to licensing, transfer of ownership and traffic fines
- Advice relating to Road Accident Fund queries
- Contractual issues in relation to the selling and buying of motor vehicles



## Civil Disputes

- Consumer Protection Act queries and consumer issues including advice regarding defective goods, poor workmanship, refunds, repairs, replacements and cancellations
- Civil actions, such as the Magistrates Court and Small Claims Court processes including prescription, jurisdiction, civil procedure.
- Recommendations on the correct legal channels and/or regulatory bodies



## Contractual

- Advice in relation to the principles of contract law
- Interpretation of contractual agreements and clauses
- Assistance with basic standard contract templates which falls within the legal topics and areas of this document (such as purchase and sale agreements, lease agreements)



## Delictual

- Material damages, negligence, fault, apportionment of damages
- Public liability and third party claims
- Personal injury (including medical negligence, slips and falls)



## Family law

- Advice in relation to matrimonial property regimes, divorce, rights in respect of children
- Advice regarding Wills and administration of estates



## Motor-related Legal Advice

Legal advice on everything related to owning and operating your car, such as road traffic laws, insurance, warranties, guarantees, buying & selling cars, and accident damage recovery claims



## Motor-related Technical Advice

Expert mechanics provide advice on a range of topics from vehicle running costs, to advice on where to take your car to be serviced or repaired



As part of AA Legal Advisory Services we also offer a mediation service in relation to motor-related disputes. Mediation may assist the parties to reach agreement without having to resort to expensive legal action. Mediation is non-binding and both parties must agree to participate and must sign our standard mediation agreement.





# AA Long Distance Travel Benefits

Breaking down far from home can be stressful, that's why the AA Advantage & Advantage+ packages include towing, accommodation or car hire for breakdowns over 100km from home.



Call **0861 000 234**



**Download the AA app** and use the rescue panic button.



When you break down more than 100km from home, we'll assist with towing, accommodation or car hire.



**Towing to the nearest repairer**



**Long Distance Tow**

AA Advantage+ package includes a long distance tow as an alternative option.



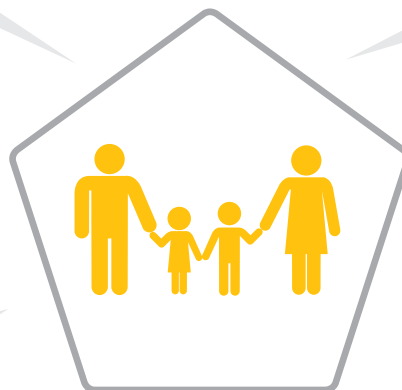
**Accommodation Assistance**

R320 per person per night for up to 5 individuals.



**Car Hire**

As an alternative to accommodation assistance, where relevant you can select car hire, which includes a Group B for 24-hours.



# AA Armed Response

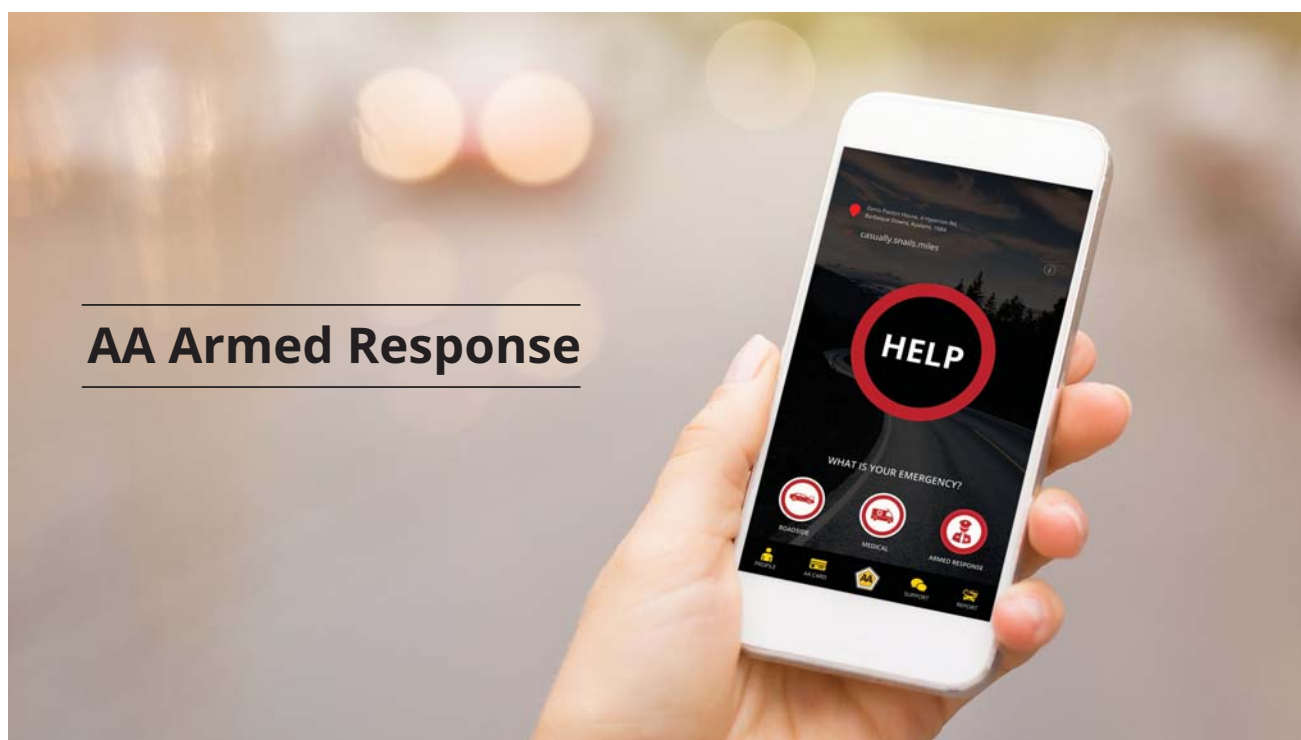
We'll make sure you and your loved ones are safe with AA Armed Response. Simply press the panic button in the AA app when you're feeling unsafe, and we'll come to you and the ones you care about.



Call **0861 000 234**



Download the **AA app** to subscribe.



AA Armed Response isn't just for you, show how much you care and give your loved ones the gift of safety.

When you subscribe to AA Armed Response, you can easily add an AA Armed Response subscription for your loved ones:

1. Add the details of the recipient to your subscription.
2. We will send them an SMS with their activation code.
3. To activate AA Armed Response, they will need to download the AA app and enter their activation code.

**R35 per month. AA Members pay only R25.**

 [AA.co.za](http://AA.co.za)

# AA AutoFacts

AA AutoFacts provides you with data-driven analytics, market insights, and vehicle information. Get accurate vehicle descriptions, validation of the VIN, engine, make, model, and type. Request a report that provides real-time, accurate data and reduce the risk by understanding the vehicle you intend to purchase.

BE SURE WITH  
**AA AUTOFACTS**

GET YOURS NOW: [aa.co.za/autofacts](http://aa.co.za/autofacts)



**AA Validation**



**AA Verification**

Choose between two report options through a quick and easy process:

**AA Validation Report** for R20 per report – Essential vehicle information report

**AA Verification Report** for R89 per report – Comprehensive vehicle report also including:

- Service and maintenance details
- Police interest
- Financial interest information



The financed interest information is the most accurate in the market, sourced in real-time. Our process is POPI compliant.



Trade and retail values on current year models, including a comprehensive list of vehicles available in the market.



Vehicle verification offers accurate vehicle descriptions, validation of the VIN number, engine number, make, model and type.



**AA Validation**

Warranty Year and Quarter	Retail Estimate Value
Colour and Engine Number	Trade Estimate Value
Make, Type and Model	Cost Estimate Value
Intro Date	Last Five Retail Sales
Fuel Type	Engine Number



**AA Verification**

Warranty Year and Quarter	Retail Estimate Value
Financial Interest	Trade Estimate Value
Microdot Date and Fitted	Cost Estimate Value
Police Interest	Last Five Retail Sales
Engine Number and Colour	Warranty km's and Year
Service Plan km's and Year	Maintenance Plan km's and Year
Service Intervals km's	Make, Type and Model
Intro Date	Transmission Type
Fuel Type	Engine Size
Body Shape	Engine Number



**AutoFacts**

# AA Designated Driver

The **AA Designated Driver Service** is a convenient and easy to use facility, designed to ensure that you will always arrive home safely after a night out.

One simple call will book an AA Designated Driver team to meet you at your chosen venue, and at your requested time. Then you can sit back and rely on the AA to get you home (or to your chosen destination) in your own vehicle.



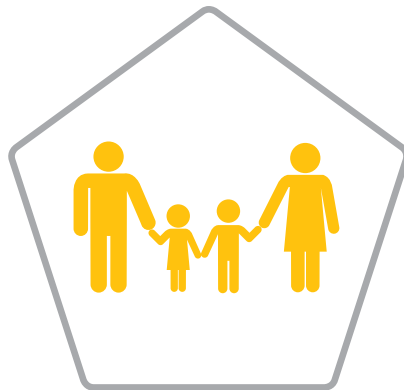
## Eligibility

- You are eligible to use the Designated Driver service on the basis that you have remaining trip entitlements based on the number of trips provided to you, and that you are traveling in your own licensed and roadworthy vehicle
- You must be at least 18 years of age, and hold a valid driver's licence
- Accessing the service to use the service, please call the AA Designated Driver call centre on **0861 466 444**
- By calling the call centre, you agree that you may be sent text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from the AA at any time. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services

## Entitlements

- Your AA Designated Driver package incorporates 1 trip per quarter of not more than 20km per trip
- You have 4 Designated Driver services available per year. 1 per quarter
- Once you have utilised all your trips, additional trips will be charged at a rate per kilometre
- You may not authorize third parties to use the benefits to which you are entitled are not transferrable, thus you must be the owner of the vehicle that will be used by the AA Designated Driver team to chauffeur you, your passengers and vehicle home safely
- The AA reserve the right at any time to terminate your benefits under this service, at its absolute discretion
- The AA does not guarantee the quality, safety or ability of the third-party providers. You agree that the whole risk, liability and responsibility arising from the use of the service remains solely with you.
- In order to make use of the AA designated driver service, you must have third party driver insurance.

# Additional AA Member Benefits



## Accidental Death Benefit

As an AA member, you qualify for R25 000 accidental death cover - at no cost to you. This benefit will provide your loved one with additional financial security should something suddenly happen to you as a result of an accident.

AA Members between the ages of 18-75 qualify for this benefit. If you are older than 75 years, you have the option to transfer this benefit to a loved one of your choice.

Getting this benefit is simple and easy. Click on [https://alllifelanding-pages.azurewebsites.net/AD\\_AA\\_Members](https://alllifelanding-pages.azurewebsites.net/AD_AA_Members), fill in your details and your policy documents will be emailed to you.



## Complimentary Will consultation and drafting

We have partnered with Capital Legacy, and AA Members can now get a complimentary Will consultation.

### How does it work?

**Capital Legacy will come to you.** A Capital Legacy specialist will meet you where and when it is convenient for you, at work, at home or telephonically.

**No charge for AA Members.** There is no charge for drafting, making changes or amendments, or for the collection and safekeeping of your Will.

**Save 25% on legal fees.** By successfully drafting your Will you can save 25% on Executor Fees, Testamentary Trust Fees, Conveyance Attorney Fees and Policy Claims Administration Fees, with Capital Legacy.

AA Members aged 19 years and older qualify for this benefit. To claim your cover, visit [aa.co.za/aa-existing-member](http://aa.co.za/aa-existing-member) and fill in your details in the "Book your complimentary Will consultation today" section.



# Specsavers offer

As an AA Member you will get **30% OFF** when you purchase Glasses in-store or online.



**PLUS FREE**  
Driver  
Screening  
in-store  
worth R95

Being an AA Member is so much more than having a reliable support system when you need it most for roadside assistance, or when you need personal security immediately.

It's also about receiving amazing benefits that come from being connected to an association that's been around for 90 years.

We partnered with several organisations to bring you products and services that enhance your life, and keep you safe on the road. Our latest partnership is with Spec-Savers. It's a natural fit because ensuring your eyesight is good and essential to driving safely.

Through this deal all AA Members receive 30% off ALL sunglasses. In addition, AA Members can also get a FREE drivers screening worth R95. Remember your eyes are an important part of your road safety toolkit so look after them. And the AA/Spec-savers benefit is an amazing benefit for you to utilise to do just that.

# AA Travel Services



Travel

1

Book your holiday with AA Travel

Trusted brand for all your travel needs. Traditional travel experts with extensive experience around the world. Online or Offline, we've got this! Visit our website [aatravel.co.za](http://aatravel.co.za) or contact our travel call centre **087 742 0126** or email [enquiry@aatravel.co.za](mailto:enquiry@aatravel.co.za)



# AA Travel Services



Quality  
Assured

2

AAQA Accommodation

The AA's Quality Assured Accommodation ensures local establishments listed on AA website has been vetted and preinspected to ensure the best guest experience. This means you will confidently book with a quality establishment. Visit our website [qa.aatravel.co.za](http://qa.aatravel.co.za)



With AA Quality Assured Accommodation, you can find trusted and safe accommodation close to all of your favourite South African destinations.



# AA Travel Services

## 3 AA Travel Insurance

Peace-of-mind cover and assistance for travel emergencies. Available on our website [aa.co.za/aa-travel-insurance](http://aa.co.za/aa-travel-insurance)

## 4 International Driving Permit (IDP)

An International Driving Permit (IDP) is a legal travel document regulated by the United Nations, and it is for your protection and safety. IDPs can be helpful if you find yourself in need of identification or assistance while travelling abroad. An IDP is a valid form of identification in more than 150 countries worldwide and contains your name, photo and driver information in several languages – so it is understandable to most of the local officials and authorities of the countries you visit. In no way does it diminish the obligation of the holder to conform strictly to the laws and regulations of the countries you visit. A valid IDP provides validity of your local license as well as easing the burden in the event of an accident. Complete & submit your application form online [aa.co.za/internationaldriving-permit](http://aa.co.za/internationaldriving-permit)

### What do I need when collecting my IDP?

- Valid South African driver's licence.
- South African identity document.
- One (1) passport size photograph per International Driving Permit

## 5 AA Accredited Sales Agents

AA Accredited Sales Agents are located in major shopping centres nationwide and offer a range of services & products.

- Obtain your International Driving Permit
- Third Party Insurance for Mozambique
- AA Member maps
- Renew your AA Membership
- Travel accessories including luggage, adaptors, maps & guides
- First Aid kits & compulsory items when travelling to Mozambique such as fire extinguisher, ZA decal & reflective vest

See our website [aa.co.za](http://aa.co.za) for an Agent near you.

# AA Travel Services

## 6

### Carnet de Passage en Douane

The **Carnet de Passage en Douane** (CPD) is an international customs document, which covers the temporary admission of motor vehicles.

The CPD is still required today, in numerous countries around the world, for the temporary admission of private vehicles and motorcycles. It facilitates the temporary importation of motor vehicles by providing security for the payment of any customs duties and import taxes chargeable, should the vehicle not be reexported. AASA is the only authorized issuer of the FIA Carnet booklet to citizens of South Africa, Botswana, Namibia, Lesotho and Swaziland.

Foreign registered vehicles in South Africa & Namibia – Renewal of Foreign Carnet.

Carnets issued for vehicles entering South Africa on a temporary basis are normally valid for one year. If the carnet holder wishes to keep the vehicle in SA for a further year, permission must be granted by the South African Revenue Service. This is arranged for you by the AA's Head Office. The process is known as substitution.

[aa.co.za/products/carnet-de-passage-en-douane](http://aa.co.za/products/carnet-de-passage-en-douane) for procedures & application form

## 7

### Reciprocal Services

AA Members may be able to enjoy certain of the local automobile club's services while on holiday or passing through other countries. Services may vary from one club to another, but will often be the same or similar to those offered to their own Members.

## 8

### AA Lifestyle Magazine

AA Lifestyle magazine focusses on motoring, travel and lifestyle topics. This quarterly magazine is available on subscription, and free to AA Advantage plus Members.

# Contact us

No matter your emergency or query call...



# 0861 000 234

## SIMPLY FOLLOW THE PROMPTS

**Option 1: Emergencies**

**Option 2: Customer Service**

**Option 3: Enquiries**

ADDITIONAL INFORMATION:



### AA Accredited Sales Agents

Travel documentation and AA maps.  
Visit our website to find a store close to you.

AA.co.za



Insurance  
Supermarket

0861 001 000



Warranties

0860 267 267



Auto Centre

Strijdom Park

010 822 7450

Menlyn

082 696 8095

Boksburg

010 023 8855

Rustenburg

083 537 1245

Port Elizabeth

076 057 2847



Approved

Network of Automotive  
Service Providers.

aa-quality-approved-technical



Quality  
Assured

Recommended  
local accommodation.

qa.aatravel.co.za



Travel

Holiday bookings  
Online or offline.

aatravel.co.za



AASouthAfrica

## HEAD OFFICE



@AASouthAfrica  
@MyAATraffic

### ADDRESS

Denis Paxton House  
4 Hyperion Road  
Barbeque Downs  
Kyalami, Midrand.

### POSTAL ADDRESS

Customer Relations  
PO Box 596  
Johannesburg  
2000.

### CONTACT

E-mail: [aasa@aasa.co.za](mailto:aasa@aasa.co.za)  
Web: [www.aa.co.za](http://www.aa.co.za)



The Automobile  
Association of  
South Africa



# AA Membership Terms and Conditions

**By becoming an AA Member you are agreeing to be bound by these terms and conditions.**

In these terms and conditions:

**'Accident'** means any incident which causes damage to a vehicle;

**'Insured Event'** is an event which is covered by most comprehensive vehicle insurance policies. This includes an Accident, hitting a pothole, a vehicle catching fire and attempted theft of a vehicle;

**'Urban'** means the City of Johannesburg, central Ekurhuleni, Tshwane, Cape Town and some surrounding areas, Port Elizabeth, Bloemfontein, Mbombela, Durban and some surrounding areas, Rustenburg and Polokwane;

**'Rural'** means those areas which are not Urban areas; and

**'We', 'us', 'our'** and like terms refer to the Automobile Association of South Africa NPC (**'AA'**) (and where applicable our service providers) and **'you', 'your'** and like terms refer to you, the individual AA Member. **'Member'** and **'Membership'** refers to membership of the AA.

**'Roundtrip'** means the distance from the nearest Tow Service provider's yard or standpoint to the scene of the breakdown, to the drop off point and back to the depot or Tow provider's yard or standpoint. The drop off point may include the member's specified destination.

Only natural persons may be AA Members, and the benefits of AA Membership are for non-commercial purposes only.

You take responsibility for any person receiving any services from us also abiding with these terms and conditions.

Unless otherwise stated, Membership and the associated benefits are personal to you i.e. benefits are not transferable and do not extend to family members or other passengers. Spouses and dependants of Members qualify for reduced Membership rates.

Membership is for 12 month periods from the date of activation. Your payments must be up to date for you to be entitled to the benefits of Membership.

The cost of Membership will increase each year.

You have the right to cancel your Membership in writing within five business days of the date on which your Membership first becomes active (the 'cooling off period'). The following refund policy will apply for Members cancelling within the cooling off period:

- If you have utilised any of our services during the cooling off period, you will receive a full refund of the total Membership fee paid, less our charges for services rendered. If the charges for services rendered amount to more than the total Membership fee paid, the difference will be payable by you.

Such charges will not be charged at Member-preferred rates. If you were paying for your Membership by direct debit you authorise us to take the relevant additional amount from your nominated account by direct debit.

- If you did not utilise any of our services during the cooling off period, you will receive a full refund of the total Membership fee paid.

If you wish to cancel within a 12 month Membership period you must provide 20 business days' notice in writing, and will be liable to pay a reasonable cancellation penalty. If the charges for services rendered amount to more than the total Membership fee paid in the relevant 12 month Membership period, the difference will be payable by you as part of the cancellation penalty. Such charges will be charged at Member-preferred rates. If you were paying for your Membership by direct debit you authorise us to take the relevant additional amount from your nominated account by direct debit.

Please see below regarding the deemed cancellation of your Membership due to unpaid debit orders.

**To be eligible to receive any services you must be present at the vehicle/incident scene** and produce personal identification in order to confirm your AA Membership.

Membership entitlements do not cover incidents that happened before you joined us.

We provide services in South Africa. Should you require assistance in Lesotho, Swaziland, Namibia or Botswana we shall attempt to assist but do not guarantee that we can assist.

We do not guarantee response times since these will vary depending on various factors e.g. location, traffic, weather conditions and the demand for assistance at the time of your request.

It is your responsibility to keep your contact details up to date.

We may introduce new services and/or amend and/or cancel existing services without prior notice.

Without prejudice to any of our other rights, we reserve the right to deny services and refunds to, and cancel the Membership of, any Member who in our opinion is or has been, abusive, threatening or violent toward any AA staff member, or who attempts to receive services (including refunds) by deception.

We may amend any of our terms and conditions at any time. The amended terms and conditions shall take effect from the date they are published on our website. **Where there is a need for clarification of our terms and conditions or relating to your entitlements, our reasonable interpretation will be deemed to be final.**

Payment for any service is not guaranteed unless our prior authorisation has been obtained.

Where payment is required by you for services over and above your entitlement, you will be required to make the payment prior to, or on completion of the service. You may be required to pay the service provider directly.

We offer no warranties with regard to any of the services we offer.

All our terms and conditions contain the entire agreement between you and us and we shall not be bound by any undertakings, representations or warranties not recorded in them.

No indulgence, latitude or extension of time we may grant or show to you shall constitute a novation of our terms and conditions, nor shall it in any way prejudice us or preclude us from exercising any of our rights in the future.

**In order for us to be able to locate you and your vehicle you must provide us with the correct and accurate location. We recommend you download the AA App to ensure accuracy and speed of response. If you provide incorrect or incomplete information it may result in delay and/or additional costs for your account.**

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## 1. LIMITATION OF LIABILITY AND INDEMNITY

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**To the fullest extent permitted by law neither we nor our service providers will be liable for any loss or damage suffered as a result of any services we or our services providers render, or fail to render.**

**Without prejudice to any other remedy available to us, you indemnify us and our service providers against any loss or damage suffered by us and/or our service providers as a result of you and/or any person receiving a service via your Membership breaching any of our terms and conditions. This benefit may be accepted by our service providers at any time.**

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## 2. PERSONAL INFORMATION

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We hold your personal information securely. Please see our **PRIVACY POLICY** for further details <https://www.aa.co.za/privacy-policy>.

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## 3. DEBIT ORDERS

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Please note that AA Membership is for a 12 month period and payment is reoccurring. Your Membership will lapse and you will not be entitled to receive any benefits if your debit order is unsuccessful. We may automatically re-submit the debit order up to three times on the next debit order run (1st, 15th and 25th of the month). We may contact you during a period of 150 days following the first failed debit order to attempt to rectify the non-payment(s). If your Membership has not been restored during this period it will be deemed to be cancelled and you will be required to pay, without prejudice to any of our other remedies, a reasonable cancellation penalty which will partly depend on how many of our services you have used during your Membership.

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## 4. BENEFIT LIMITS

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The entitlements per Membership option per 12 months of Membership (calculated from the date you activated or renewed your Membership) are set out in the table below. Note that some services e.g. Fuel Rescue are limited.

**Please note not all Membership options include tows required as a result of an Insured Event.**

In the event that you have used up your entitlements you may continue to make use of our services at preferential Member rates.

BENEFIT	AA Aspire	AA Jubilee	AA Action	AA Advantage (incl. 60+)	AA Jubilee+	AA Advantage+ (incl. 60+)
<b>Assistances per Subscription Period</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>Fair use*</b>	<b>Fair use*</b>	<b>Fair use*</b>
<b>Tow Roundtrip Entitlements (see below for the definition of a roundtrip)</b>	<b>40km</b>	<b>40km</b>	<b>40km</b>	<b>100km</b>	<b>200km</b>	<b>200km</b>
Tow due to Mechanical or Electrical Breakdown	✓	✓	✓	✓	✓	✓
Tow due to an Insured Event	✓	X	X	X	✓	✓
Overnight Storage	1	1	1	1	1	1
Designated Driver	✓	X	X	X	X	X

PATROL						
Tyre Change	✓	✓	✓	✓	✓	✓
Jump Start	✓	✓	✓	✓	✓	✓
Battery Testing	✓	✓	✓	✓	✓	✓
Battery Sales & Replacement	✓	✓	✓	✓	✓	✓
Locksmith	✓	✓	✓	✓	✓	✓
Fuel Rescue	2	2	2	2	2	2
Emergency Medical Rescue	✓	✓	✓	✓	✓	✓
Remote Panic Button on AA App	✓	✓	✓	✓	✓	✓
My AA Self Service Portal	✓	✓	✓	✓	✓	✓

EXTENDED BENEFITS WALLET	R 0	R 0	R 0	R 3000	R 5000	R 5000
Long Distance Tow	Pay on use	Pay on use	Pay on use	Pay on use	✓	✓
Accommodation	Pay on use	Pay on use	Pay on use	✓	✓	✓
Car Hire	Pay on use	Pay on use	Pay on use	✓	✓	✓

VALUE ADDED PRODUCTS						
Legal Advice Line	✓	✓	✓	✓	✓	✓
Motor Related Technical Advice Line	✓	✓	✓	✓	✓	✓
Medical Advice Line	✓	✓	✓	✓	✓	✓
Armed Response	✓	Optional Subscription	Optional Subscription	Optional Subscription	Optional Subscription	Optional Subscription
AA Connected Car	Optional Subscription	Optional Subscription	Optional Subscription	Optional Subscription	Optional Subscription	Optional Subscription
AA AutoFacts	Optional Subscription	Optional Subscription	Optional Subscription	Optional Subscription	Optional Subscription	Optional Subscription
AA Traveller Magazine	Optional Subscription	Optional Subscription	Optional Subscription	Optional Subscription	✓	✓
Taxi Service	Pay on use	Pay on use	Pay on use	Pay on use	Pay on use	Pay on use
Pothole Damage Assist	Optional Subscription	Optional Subscription	Optional Subscription	Optional Subscription	Optional Subscription	Optional Subscription
License Renewals	Optional Subscription	Optional Subscription	Optional Subscription	Optional Subscription	Optional Subscription	Optional Subscription
Accident Claim Assist	Optional Subscription	Optional Subscription	Optional Subscription	Optional Subscription	Optional Subscription	Optional Subscription
Fines Assist	Optional Subscription	Optional Subscription	Optional Subscription	Optional Subscription	Optional Subscription	Optional Subscription

Each assistance in excess of 5, or where the number of unique vehicles per customer is in excess of 2, will be individually considered in terms of the AA's FAIR USE POLICY.

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## 5. \*FAIR USE POLICY

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The AA is a non-profit company. The prices and benefit entitlements for each Membership option have been carefully calculated using industry norms and our own historical usage patterns. It is therefore imperative that benefits are not abused. The AA reserves the right to charge for assistances where it becomes apparent to the AA, in its discretion, that the number or types of assistances requested by a Member, or the number of vehicles in respect of which the Member requests assistance, is unreasonable. In coming to such a decision the AA will take into account the historical usage of benefits by that Member.

- AA Advantage/AA Advantage Plus and Jubilee Plus members obtain 5 entitlements (callouts) per a 12-month subscription – only 2 fuel assistances, which form part of the 5 callouts.
- Jubilee/Aspire and Action members obtain 2 entitlements (callouts) per a 12-month subscription.
- The 5 entitlements are inclusive of roadside and medical assistance, depending on the membership benefits that the customer has. These memberships are found in the Benefit table on page 23.

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## 5. PATROL SERVICES

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**Patrol Services are only available in Urban areas** and provide the following assistance:

### 5.1 General roadside assistance

Roadside assistance is limited to the assistances detailed below, minor electrical and mechanical diagnoses, changing a flat tyre and jump starts.

**EXCLUSIONS OF VEHICLES FROM JUMP STARTING:**  
Mini Coopers; Motorbikes; and Electric vehicles.

However, should we not be able to assist with a jump start, we will assist with a tow to the nearest dealer to assist you.

Our roadside assistance service does not carry out repairs to vehicles. If we dispatch a patrol vehicle but your vehicle remains immobilised, we shall tow your vehicle in accordance with your towing benefit entitlements.

### 5.2 Fuel Rescue

If your vehicle runs out of fuel, we will supply up to 10 litres of fuel to allow you to reach the nearest filling station. If you require more than 10 litres of fuel, you will be liable for the cost of the additional fuel. Please refer to **BENEFIT LIMITS** for further details. All fuel rescue assistances are subject to us being satisfied that the vehicle has actually run out of fuel.

### 5.3 Keys locked in vehicle

We shall assist you if you lock your keys in your

vehicle. If our patrol service is unable to assist we shall procure the services of a locksmith **and will cover the cost up to R643 (including VAT). Any additional cost will be for your account.** We only cover the cost of the call out and for unlocking the vehicle. We will not, for example, cover the costs of the repair/replacement of locks, ignition switches or key cutting. Please note a locksmith may be unable to assist in the case of keyless entry vehicles etc. You may be required to pay the locksmith directly and recover the cost from us – see **REFUNDS** below.

### 5.4 Flat tyre change

We shall change a flat tyre with your spare tyre if we are able to e.g. we shall not be able to change your tyre if your spare tyre is not in a roadworthy condition or if we are unable to remove the spare tyre from its housing. If we are unable to change the tyre or if your vehicle does not have a spare tyre we shall tow your vehicle in accordance with your towing benefit entitlements. We do not pay for the repair of a damaged tyre or rim.

### 5.5 New batteries

If your vehicle's battery cannot be jump-started, we can sell and fit a new battery at preferential Member rates on the spot, subject to availability. If we are unable to assist we shall tow your vehicle to a battery shop in accordance with your towing benefit entitlements.

All batteries come with a national 24 month battery warranty. Should an AA-supplied battery be replaced within the 24 month warranty period, only the balance of the original warranty period will apply. The price of the new battery is based on the return of the old battery to the AA for environmental and safe disposal. If you wish to retain your old battery, a scrap charge will apply.

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## 6. EMERGENCY MEDICAL SERVICES

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**By using the services detailed below (the 'services'), you are agreeing to be bound by these terms and conditions.**

'We', 'us', 'our' and like terms refer to the Automobile Association of South Africa NPC ('AA') (and where applicable our service providers) and 'you', 'your' and like terms refer to you, the person receiving services from us.

We may amend any of our terms and conditions at any time. The amended terms and conditions shall take effect from the date they are published on our website.

**Where there is a need for clarification of our terms and conditions, our reasonable interpretation will be deemed to be final.**

All our terms and conditions contain the entire agreement between you and us and we shall not be bound by any undertakings, representations or warranties not recorded in them.

**To obtain access to the services you must call the AA on 0861 000 234. You may not call our service provider directly.**

The services are only available in South Africa.

We do not guarantee the availability and/or provision of the services. The services do not include search and rescue services.

By using any of the services you are authorising our service provider (currently Netcare 911) to attempt to recover its costs for providing the services from the Workmen's Compensation Fund and/or from the medical scheme to which you may belong and/or any other party who has a responsibility and/or an obligation to pay for the services. If our service provider is unable to recover its costs the AA as a non-profit company will pay the costs as a payer of last resort. You agree to provide all the assistance we ask for to enable our service provider to recover its costs from a party other than the AA and irrevocably appoint the AA as your agent in this regard.

Where the Emergency Medical Condition is attributable to the act or omission of any third party under circumstances entitling you to recover damages for such Emergency Medical Condition from such third party or otherwise, you hereby to cede your rights of action against such third party or otherwise to the AA to the extent of the amount paid by the AA for the services.

The AA will not pay any of our service provider's costs if you do not adhere fully to these terms and conditions and/or you are not entitled to use the services. You will be liable to pay such costs yourself.

#### **LIMITATION OF LIABILITY AND INDEMNITY**

**To the fullest extent permitted by law neither we nor our service providers will be liable for any loss or damage suffered as a result of any services we or our services providers render, or fail to render.**

**Without prejudice to any other remedy available to us, you indemnify us and our service providers against any loss or damage suffered by us and/or our service providers as a result of you and/or any person receiving a service from us through you breaching any of our terms and conditions. This benefit may be accepted by our service providers at any time.**

The provision of the services is subject to a fair use policy. If we decide, in our absolute discretion, that you are not using the services fairly we reserve the right to cancel your entitlement to the services.

For the purposes of these Emergency Medical Services terms and conditions:

6.1.1 **"Emergency Medical Condition"** – means the

sudden and, at the time, unexpected onset of a health condition that requires immediate medical or surgical treatment, where failure to provide medical or surgical treatment would result in serious impairment to bodily functions or serious dysfunction of a bodily organ or part, or would place the person's life in serious jeopardy;

6.1.2 **"Medical Officer"** – at any point in time, a medical officer of Netcare 911;

6.1.3 **"Netcare 911"** – Netcare Hospitals Proprietary Limited trading as Netcare 911 (registration number: 1996/006591/07), a company registered in accordance with the laws of the RSA;

6.1.4 **"Nurse Case Manager"** – at any point in time, a nurse care manager on duty at the Netcare 911 Call Centre;

6.1.5 **"Primary Scene"** – a scene at which an Emergency Medical Condition occurs, it being agreed that this may include a doctor's rooms but will not include a medical facility;

6.1.6 **"Principal Medical Officer"** – at any point in time, the principal medical officer of Netcare 911;

6.1.7 **"Responsible Decision Maker"** – the person responsible for making decisions in relation to the provision of Services, which shall be one of the Principal Medical Officer, the Medical Officer or a Nurse Case Manager;

6.2. Emergency telephonic assistance via Health-on-Line Netcare 911 shall provide telephonic emergency medical advice and information (to you or a person calling on your behalf) regarding any Emergency Medical Condition in order that emergency assistance can be provided until a medical team arrives at the Primary Scene of the Emergency Medical Condition. Such telephonic advice and information shall not be regarded as an accurate or definitive diagnosis of any condition and without prejudice to the generality of the disclaimer set out earlier, neither we nor Netcare 911 shall be liable to any person in relation to incorrect diagnosis of an Emergency Medical Condition or in relation to any such advice or information given.

6.3. Emergency response by road ambulance to the scene of incident Netcare 911 shall provide an emergency medical response to you at the Primary Scene of an Emergency Medical Condition and transfer you to the closest appropriate medical facility, as determined below.

6.4. Transfer to the most appropriate medical facility.

6.4.1 If an Emergency Medical Condition occurs, Netcare 911 shall transport you from the



Primary Scene by road ambulance to the closest and most appropriate medical facility that can effectively manage your particular condition and provide continuity of care, as determined by our Responsible Decision Maker.

6.5 Transfer of eligible person for an upgrade of care.

6.5.1 If you have been transferred to a medical facility as contemplated above and require specialised care or treatment which cannot be provided by the admitting medical facility, you will be transferred by road ambulance to the nearest appropriate medical facility where such specialised care or treatment care can be provided.

6.5.2 All arrangements for your transfer must be made through the Netcare 911 Call Centre and must be pre-authorised by our Responsible Decision Maker.

### Exclusions

We shall be under no obligation to provide the services where the Emergency Medical Condition is:

- resulting directly or indirectly from an intentional and/or deliberate act, such as suicide or any attempt thereof and/or any criminal activity;
- attribute directly or indirectly to war, invasion, acts of foreign armies, armed hostility (regardless of no formal declaration of war), civil war, rebellion, insurrection, terrorism, political riot and civil commotion or while you are a member of any security force or group engaging in any of the aforementioned activities;
- arising directly or indirectly as a result of you engaging in any sporting or other activity regarded by us in our sole discretion as being unduly dangerous or as a competitor in any kind of race or competition or sporting activity;
- directly or indirectly caused by, or arising from or contributed to by nuclear material or by ionising radiation or contamination by radio activity from any nuclear fuel; and
- caused directly or indirectly as result of you being under the influence of liquor or drugs, unless, in the case of drugs, such drugs have been prescribed by and taken in accordance with the instructions of a qualified medical practitioner.

Should you, despite the provisions of all our terms and conditions, have a claim against us pursuant to an Emergency Medical Condition of which we have been properly notified, you are obliged to notify us of such claim in writing within sixty days of the Emergency Medical Condition arising, failing which such claim shall lapse and we shall not be liable thereof, and you are obliged to institute legal action within 90 (ninety) days of such notice, failing which such claim and the right to bring any action against us pursuant thereto, shall prescribe.

## 7. TOWING SERVICES

Please note if we tow your vehicle you are also agreeing to the additional terms and conditions set out below under **IMPORTANT INFORMATION**.

If you are further than 100km from your home please refer to **EXTENDED BENEFITS** below.

**Please note that only AA Jubilee+ and AA Advantage+ Membership options include tows required as a result of an Insured Event.**

Only the following vehicles may be towed:

- i. vehicles in which you as a Member were travelling (either as a passenger or a driver), or if a vehicle owned by you will not start;
- ii. vehicles having a gross vehicle mass of less than 3.5 tons;
- iii. vehicles that may be legally used on South African public roads;
- iv. vehicles that do not exceed 5.5m in length, 2.5m in width or 2.6m in height; and
- v. vehicles in a roadworthy and working condition prior to the incident.

We shall attempt to provide assistance in relation to motorbikes, caravans and trailers but do not guarantee that we can assist. Taxis and other vehicles used for commercial purposes are not covered.

We are only able to tow vehicles that are accessible e.g. the keys must be available to enable us to enter the vehicle and to unlock the steering mechanism.

Depending on the information you give us we will decide in our discretion whether to send a patrol vehicle or to send a tow truck. If necessary, we will tow your vehicle to a place of safety or an AA approved dealership. As an AA Member if you choose a different repairer, the difference in distance will be at your own cost.

In the event of a towing operation necessitating the secure storage of your vehicle by the AA, it is hereby stated that the AA assumes no responsibility or liability for any eventualities arising during the period of storage. By consenting to the AA's provision of storage services, you, as the member, acknowledge and accept that the AA disclaims any responsibility or liability pertaining to the condition or fate of your vehicle during storage.

**The Member is responsible to remove all valuables from the vehicle before it is towed.**

**Save as set out below, vehicles will only be towed from the scene of the breakdown or Insured Event. You must remain with your vehicle and present identification when our service vehicle arrives.** If you are not at the vehicle when the service vehicle arrives the service vehicle may leave the scene.

Should the tow occur after hours and no repair centre is open, or if your preferred repairer is unable or unwilling to accept the vehicle, the AA will ensure the vehicle is safely stored, either by towing it to your home or to the AA or an AA-approved storage facility. The first night's storage is free but any storage costs (charged at a daily rate) over and above this will be for your account. The following morning we will tow your vehicle to a place of safety or an AA Approved dealership. Tow truck drivers are not permitted to attempt any repairs.

You are responsible for booking your vehicle with a repairer, although we will assist with bookings with AA Quality Assured repairers where possible.

In instances where an AA tow truck is not available one of our AA-approved contractors may be used. You may be required to pay the AA-approved tow contractor we have dispatched and request a refund from the AA – please refer to **REFUNDS** below.

If you cancel a tow after we have dispatched a tow vehicle, this will count as an assistance in terms of your Membership entitlement. Where specialised recovery or salvage equipment is needed, the cost of equipment and labour will be for your account.

If you do not wish to use our **TAXI SERVICE** offering (see below), our tow trucks will give a lift to those passengers up to the legal capacity of the towing vehicle to the place where your vehicle is to be dropped off. Any further travel will be for your own account. Please note this applies to tow trucks only and not our Patrol vehicles. No passengers are allowed in a vehicle being towed or transported. We can assist you in arranging additional transport for passengers who cannot be accommodated in the tow truck, but the costs will be for your account.

Should you breakdown with your pet, the AA will transport your pet in the AA tow truck cabin if your pet can be placed into a proper transporting cage provided by you. Should this not be possible, your pet will be required to travel in the vehicle being towed. In the event you are incapacitated, the AA will attempt to coordinate the rescue of your pet from the breakdown scene in conjunction with the SPCA and inform you of your pet's whereabouts as soon as possible. Although every effort will be made to ensure your pet's safety, we do not accept responsibility for your pet's well-being.

## **8. TOWS REQUIRED AS A RESULT OF AN INSURED EVENT**

Please note tows required as a result of an Insured Event are included in the towing benefit entitlement in the case of AA Jubilee + and AA Advantage + Members only. Other Members will be charged on a pay-on-use basis at preferential Member rates. If your insurance company instructs us to tow the vehicle to a specific destination (for example for the vehicle to be assessed), we shall tow the vehicle in accordance with your insurance company's instruction.

Only one such tow is allowed per vehicle per incident, although if the tow occurs after hours and no repair center is open, or if your preferred repairer is unable or unwilling to accept the vehicle, the AA will ensure the vehicle is safely stored, either by towing it to your home or to the AA or an AA-approved storage facility. The first night's storage is free but any storage costs (charged on a daily basis) over and above this will be for your account. The following morning we will tow your vehicle to a place of safety or an AA approved dealership. As an AA Member if you choose a different repairer, the difference in distance will be at your own cost.

## **9. EXTENDED BENEFITS**

These terms and conditions apply if you require assistance more than 100km from your home. Your home address must be correct on our records in order for you to be eligible for Extended Benefits.

This benefit is only available in South Africa.

**Not all Membership options include Extended Benefits and all Extended Benefits are subject to various limits – please refer below and to **BENEFIT LIMITS**.**

Please note in particular:

- Extended Benefits are only available 72 hours after your AA Membership has been activated; and
- Extended Benefits are only paid by us to the extent you have sufficient funds in your Extended Benefit wallet. Anything exceeding this will be for your account.

If you require assistance more than 100km from your home we shall determine which one of the following three options is most appropriate for the situation subject to us being provided with proof that your vehicle has broken down or is not driveable as a result of an Insured Event:

### **9.1 Accommodation**

We will arrange and pay for overnight accommodation, subject to availability, for you and up to four passengers travelling with you. The choice of overnight accommodation is at the discretion of the Emergency Call Centre, and we will cover the cost of bed and breakfast accommodation only, to a maximum of R320 per person. You may need to settle the accommodation account and claim back from us – see **REFUNDS** below. Any costs over and above the accommodation costs covered by us will be for your account.

Please note your normal towing benefit remains available to you as per your Membership entitlement.

OR

### **9.2 Transport arrangements**

If you prefer to continue your journey, or to return home, we will arrange transportation to help you

reach your destination by the most direct route. If, at our discretion, car hire is the most suitable arrangement, we will pay for one day's (24 hours) car hire for a Group B Vehicle. You will be required to sign a separate agreement with our service provider containing their standard terms and conditions. We will only be responsible for the car hire cost (with the service provider's standard waiver), the kilometre and the delivery charges. You will be personally responsible for all other costs. These costs may include, but are not limited to:

- One way drop off fee;
- Excesses upon an insurance claim;
- Additional insurance;
- Charges for baby seats;
- Valet charges;
- E tolls;
- Traffic fines and traffic fine administration fees.

The maximum amount payable towards this assistance is R1,600.

If, at our discretion, you require transport to fetch your vehicle after it has been repaired, we may, provided the place of repair is more than 100km from your home, pay for another day's car hire on the same terms and conditions set out above.

Please note your normal towing benefit remains available to you as per your Membership entitlement.

OR

### 9.3 Long distance towing

We will tow your vehicle at Member-preferred rates until your Extended Benefit wallet is exhausted. Once you exceed the available funds, you will be responsible for the additional towing charge.

Please note your normal towing benefit remains available to you as per your Membership entitlement. This can be added to your Long distance towing benefit. Once this tow distance is exceeded the costs will be for your account at preferential Member rates.

**The Extended Benefit wallet may only be used for Extended Benefits provided by us. Unused funds in your Extended Benefit wallet do not roll over and may not be cashed out.**

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## 10. IMPORTANT INFORMATION

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**If we tow your vehicle you are agreeing to the following:**

- **If you do not specify a destination to which the vehicle must be towed, we shall tow the vehicle to a destination we in our discretion deem to be suitable.**

- **You agree to pay for all charges not covered by your Membership entitlement without set-off or deduction. These charges are either payable in advance or on presentation of an invoice, whichever is the earlier. We reserve the right to charge interest at the maximum permissible rate on unpaid charges from the date the payment became due to the date of payment compounded monthly in arrears. If we approach an attorney to recover our charges, you agree to pay our legal costs on an attorney and own client scale.**
- **We have a lien over the vehicle as security for all amounts due to us.**
- **You warrant that you are the owner of the vehicle being towed or have the authority of the owner to have the vehicle towed. Without prejudice to the general indemnity stated earlier in these terms and conditions, you indemnify us against any loss or damage suffered by us as a result of this warranty not being true.**
- **You agree that should the vehicle not be reclaimed within 90 days from the date of towing, or should your indebtedness not be settled within 90 days after having become due, we shall be entitled, without further notice:**
  - **to sell the vehicle in such a manner and on such terms and conditions as we deem fit;**
  - **to apply the proceeds of any sale (after deducting all expenses thereof) in payment or reduction of any amount due by you to us (including storage charges), and any surplus shall be paid over to you after the sale (if we are able to locate you).**

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## 11. TAXI SERVICE

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This is a pay-on-use service provided by Uber and is subject to availability and Uber's terms and conditions. It is only available in those areas where Uber operates.

If you have any queries you should not contact Uber but contact the AA on 0861 000 234.

We shall obtain a quotation from Uber and you are required to pay this amount plus an administration fee by credit card before we order the trip unless your Membership option includes this service.

We do not guarantee a response time.

A maximum of four people may be transported.

Multiple drop off points are not permitted and you may not direct the driver to deviate from the AA-authorized route. You do not need to pay the driver any amount. If you do so, you may not claim it back from us.

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## 12. REFUNDS

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Our service providers may occasionally require payment for the services rendered to you. In such cases, please check our terms and conditions to see if you can claim a refund from us.

**We shall only provide refunds for services that have been authorised by us in advance** and in accordance with your Membership benefit entitlement. As an AA Member you will get your refund in 7-14 working days reflecting in your account.

You must complete the claims form and send it with all relevant supporting documentation to fax no. 086 524 2251 or e-mail [aasa@aasa.co.za](mailto:aasa@aasa.co.za).

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## 13. COSTS NOT COVERED

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The benefits of Membership are limited to those set out in our terms and conditions. This means the following costs and services (amongst others) are not covered by your Membership:

- Toll fees
- Labour charges, repair charges, overtime charges, cellular phone charges, weekend levies, parking fees, storage charges, hitching/salvage/recovery fees, collection and conveyance of spare parts, the cost of spare parts and other related expenses
- Charges (other than towing in the case of AA Jubilee+ and Advantage+ Members) for assistance required due to an Insured Event. We will assist with arrangements for your account
- Charges for further towing of the vehicle for purposes of repair, if you do not accept the quotation of the repair
- Compensation for any loss of income or earnings

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## 14. MULTIPLE ASSISTANCES

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Where we determine any single incident requires the use of more than one of our resources, such as a road patrol, battery patrol, locksmith or tow provider, we will count these as a single assistance. In all other circumstances, any subsequent assistance for the same incident will constitute an additional assistance. If you call on more than one occasion for the same problem, each request will count as one assistance unless you are following up and provide us with the reference number you have been given.

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## 15. AA LEGAL ADVISORY SERVICE

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AA Legal Advisory Service is a telephonic legal advisory service providing basic legal advice in relation to the legal topics and areas listed below. This service is not intended to substitute that of legal practitioners (attorneys and advocates) but rather to provide basic and initial practical telephonic legal advice.

1. The service is available to all paid-up AA Members and their registered dependents / spouse who are linked to their Membership. The service is also offered to those corporate clients who belong to a scheme that has purchased the service.

2. Calls are limited to one call every two months.

3. The service is available Monday to Friday 08:00 – 16:00. Weekends and public holidays are excluded.

4. The service is available for real-life legal queries only and does not cover academic questions, such as but not limited to assistance with a student's assignment.

5. Advice will only be provided in relation to pre-litigation matters.

6. We do not carry out any negotiations with third parties on your behalf.

7. We provide no warranties in relation to the advice we provide. Any advice or information provided is used and accepted at your own risk. **To the fullest extent permitted by law the AA will not be liable for any loss or damage suffered as a result of any advice provided or not provided.**

Should an **AA Member** require further advice the AA may be able to refer the Member to a suitably qualified person.

Should a **corporate client** require further advice, the AA may refer the matter to a suitably qualified person and will cover the initial consultation up to the maximum amount included in the corporate scheme entitlement (if any). Should the client wish to consult with their own legal representative, they may be able to claim an amount back, depending on the scheme entitlement.

### Mediation:

As part of AA Legal Advisory Services we also offer a mediation service in relation to motor-related disputes. Mediation may assist the parties to reach agreement without having to resort to expensive legal action. Mediation is non-binding and both parties must agree to participate and must sign our standard mediation agreement.

Categories covered:

### Motor Law:

- National Road Traffic Act Queries;
- Disputes with Service providers;
- Motor vehicle accidents;
- Insurance and third party claim advice ;
- Queries with respect to licensing, transfer of ownership and traffic fines;
- Advice relating to Road Accident Fund queries;
- Contractual issues in relation to the selling and buying of motor vehicles.

Exclusions: Filing and processing of Road Accident Fund claims.

**Civil Disputes:**

- Consumer Protection Act queries and consumer issues including advice regarding defective goods, poor workmanship, refunds, repairs, replacements and cancellations;
- Civil actions, such as the Magistrates Court and Small Claims Court processes including prescription, jurisdiction, civil procedure etc.;
- Recommendations on the correct legal channels and/or regulatory bodies.

**Contractual:**

- Advice in relation to the principles of contract law;
- Interpretation of contractual agreements and clauses;
- Assistance with basic standard contract templates which falls within the legal topics and areas of this document (such as purchase and sale agreements, lease agreements etc.).

Exclusions: Business, corporate and commercial, competition, insolvency and business rescue, intellectual property or tax related advice as well as any contracts over R500 000 in value.

**Delictual:**

- Material damages, negligence, fault, apportionment of damages etc.;
- Public liability and third party claims;
- Personal injury (including medical negligence, slips and falls etc.).

**Family law:**

- Advice in relation to matrimonial property regimes, divorce, rights in respect of children etc.;
- Advice regarding Wills and administration of estates (including basic templates of wills);
- Testate and intestate succession.

**Labour law:**

- Advice regarding unfair labour practices; dismissals
- Grievances, working hours, victimization, disciplinary proceedings etc.

Exclusions: Actual CCMA and/or labour court representation or appearances, collective bargaining matters.

**Criminal law:**

- Advice regarding basic criminal law processes, rights of the accused;
- Motor related criminal queries;
- Domestic violence processes.

Exclusions: Actual criminal proceedings, rape and child molestation matters, bail matters.

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**16. AA ARMED RESPONSE** (the 'Service')

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The Service is a technology platform that enables you to request an armed response from independent third party security providers of such services (which will be the police in areas where private security providers do not operate).

By using the Service you provide permission to such third party security providers to trace your mobile devices to your location and to gain access to the property upon which your device is located.

Please note that in addition to these terms and conditions the terms and conditions and privacy policy of our service provider also apply. These can be found at <http://casiapp.com/terms> and <https://casilive.liv.ninja/privacy>.

If there is any conflict between the terms and conditions at <http://casiapp.com/terms> and these terms and conditions, the provisions of these terms and conditions shall prevail.

The Service is payable in advance. Should payment not be received the Service will be cancelled forthwith. No refunds will be given if you cancel your subscription to the Service if you are on a monthly subscription. If you are on an annual subscription we will charge a reasonable cancellation penalty.

The Service is personal to the subscriber and registered dependants/secondary users. The number of dependants/registered users per primary member entitled to the reduced subscription fee is limited to three persons.

The Services are made available solely for your personal, non-commercial use. Please note the Service is limited to an armed response only e.g. does not include a medical response.

The Service is dependent on mobile phone reception, you having sufficient data available and your location services being active. In addition, for the wireless smart button (if applicable) to operate, it must be able to connect to your phone by Bluetooth. If you are in an area with no cell phone signal the panic signal will only be relayed once signal is received. You are responsible for ensuring you can access the Service via your device.

We do not guarantee a response time or that you will receive a response at all if you activate the Service. It is your responsibility to keep your contact details up to date.

We may introduce new services and/or amend and/or cancel the existing Service. We shall attempt to give you 30 days' notice of such but do not guarantee to do this.

You will be debited on an annual or monthly basis, depending on whether you select annual or monthly payment options, and same will continue on a recurring basis unless you notify us of your cancellation request with a 30 (thirty) day notice period.

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**17. AA DESIGNATED DRIVER**

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Your access and use of the Services constitutes your agreement to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Service.

The AA may amend the Terms related to the Services from time to time. Amendments will be effective upon the AA's posting of such updated Terms on its website. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in the Privacy Policy located at <https://aa.co.za/privacypolicy/>.

#### **General:**

The service is provided on an "as is" and "as available" basis. While every attempt is made to ensure a quality service is provided, the AA makes no representation or warranty regarding the reliability, timeliness, quality, suitability or availability of the service or that the service will be uninterrupted or error free. The AA does not guarantee the quality, safety or ability of the third-party providers. You agree that the whole risk arising from the use of the service remains solely with you.

#### **You agree that:**

- You will not hold the AA liable for any damage of whatsoever nature you may suffer as a result of using the Service or as a result of any failure by us to provide the Service.
- You irrevocably indemnify the AA (including its directors, employees and agents) against any claim for damages which may be instituted against it by any person arising out of or in connection with the Service or a failure to provide the Service.
- Should you have insurance cover in place in respect of your motor vehicle, this includes cover for drivers under the age of 25 and you will notify your insurer in advance that you intend to make use of the Service.
- You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes
- You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party.

#### **Disputes:**

- Any dispute or claim arising as a result of the service may be submitted to AFSA for arbitration by an arbitrator chosen, in the absence of agreement between the parties within fourteen days, by the head of AFSA.
- The Arbitration Award shall be final and binding on the parties.

#### **Enforcement:**

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof

with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms.

#### **Whole Agreement:**

These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous

agreements or undertakings regarding such subject matter. In these Terms, the words "including" and "include" mean "including, but not limited to."

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#### **18. LIMITATION OF LIABILITY AND INDEMNITY**

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**To the fullest extent permitted by law neither we nor our service providers will be liable for any loss or damage suffered as a result of any services we or our services providers render, or fail to render.**

**Without prejudice to any other remedy available to us, you indemnify us and our service providers against any loss or damage suffered by us and/or our service providers as a result of you and/or any person receiving a service from us through you breaching any of our terms and conditions. This benefit may be accepted by our service providers at any time.**

The provision of the Service is subject to a fair use policy. If we decide, in our absolute discretion, that you are not using the Service fairly we reserve the right to cancel your subscription to the Service.

#### **If you deem fit:**

This exemption and indemnity includes, but is not restricted to, any liability for direct and/or consequential loss or damages for personal injury, or damages arising from the loss of the vehicle (or any items contained in the vehicle, the duty lies on you to remove all your belongings), the failure to deliver the vehicle adequately or at all, or from or to the correct address, or from any other cause arising, whether any such liability, loss or damage is caused by or arises from breach of contract, negligence or gross negligence, on the part of the company, its servants, agents or employees, or otherwise.

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#### **19. MEMBERSHIP TERMINATION**

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Membership will be terminated forthwith should a member fraudulently attempt to obtain benefits, without prejudice to any other rights the AA may have.

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## 20. AA COMMUNICATION

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Once you sign up as a Member for any AA products and services which are available, you will automatically receive marketing and advertising communications from the AA. There is an option to OPT out in order that you will no longer receive marketing and advertising communication.

However, please note all membership-related communications, including but not limited to, terms and conditions amendments, price increases, renewal statement, Tax invoice, payment related notifications and call out-assisted notifications will be mandatory, and you will not have the option to OPT out of receiving this form of communication.

These communications may be sent in any of the following ways: SMS/ Text Message, E-mails, WhatsApp, push notifications on the AA App and MMS.