



**Automobile
Association
of South Africa**

AA Membership Terms and Conditions

1. MEMBERSHIP

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

5

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

"Family" means the primary member, their legal spouse or life partner, and their children (including biological, adopted, or stepchildren), irrespective of whether such children reside at the same physical address as the primary member, provided that they are under the age of 25 (twenty five) or are financially dependent on the primary member;

10

'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;

'Member' and **'Membership'** refers to membership of the AA, or, where applicable, any nominated individuals under the AA Family Membership.

15

'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;

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

20

'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; and

25

'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. 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 dependents of Members qualify for the shared benefits and bundled membership rate under the AA Family product.

30

Membership is for 12 (twelve) month periods from the date of activation. Your payments must be up to date for you to be entitled to the benefits of Membership. Changes to members in the AA Family package will be subject to a 72 (seventy two) hours waiting period.

35 A member may not change their membership status midway through the term, such as upgrading from a family to an individual membership or transitioning from a beneficiary/dependent to a principal/primary member in order to gain additional benefits. Any changes in membership type or status will only be allowed at the time of membership renewal or expiry.

The cost of Membership will increase each year.

2. CANCELLATION AND RENEWAL

40 You have the right to cancel your Membership in writing within 5 (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.

45 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.

50 We will notify you between 40 (forty) and 80 (eighty) business days before the end of your current 12 (twelve) month membership period. If you do not cancel your membership by the end of your current term, your membership will automatically renew for a further 12 (twelve) months at the then-prevailing rates.

This ensures uninterrupted access to member benefits and avoids gaps in cover that may result from month-to-month arrangements. You may cancel at any time during the renewed term by giving 20 (twenty) business days' written notice, subject to a reasonable cancellation fee.

55 If you wish to cancel within a 12 (twelve) month Membership period you must provide 20 (twenty) 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 (twelve) 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.

60 The deceased cancellation process allows for a refund if the member passes away prior to the renewal date. If the member passes away during the membership period, a **pro-rated refund** will be issued. Please note that for month-to-month subscriptions, no refund will be provided. This refund policy applies only to annual subscriptions.

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

65 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.

3. ENTITLEMENTS

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

70 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.

75 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.

80 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.

85 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.

90 In order for us to be able to locate you and your vehicle you must provide us with the correct and accurate location. If you provide incorrect or incomplete information it may result in delay and/or additional costs for your account.

If you cancel any assistance after we have dispatched, 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.

4. 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 service 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.

5. PERSONAL INFORMATION

We hold your personal information securely.

105 We may update or amend the terms of our Privacy Policy at any time without prior notice. It is your responsibility to review the current version regularly, as indicated by the revision number and date noted at the bottom left of the cover page of this document. By continuing to use our Services after any changes have been made, you agree to be bound by the updated Privacy Policy.

110 By becoming a member and using our Services, you consent to the use of the personal information you provide to us and confirm that you have obtained the necessary consent from any data subjects whose personal information you share with us, for use in connection with these services. We warrant, represent, and undertake on an ongoing basis that we comply with all applicable data privacy legislation. Please see our **PRIVACY POLICY** for further details <https://www.aa.co.za/privacy-policy>.

6. DEBIT ORDERS

115 For members on an annual debit order payment plan, the annual membership fee will be collected in full by way of a debit order processed 1 (one) month in advance of the membership start date or renewal date.

120 Please note that AA Membership is for a 12 (twelve) 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 resubmit the debit order up to 3 (three) times on the next debit order run (1st, 15th and 25th of the month). We may contact you during a period of 150 (one hundred and fifty) 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.

7. BENEFIT LIMITS

125 The entitlements per Membership option per 12 (twelve) 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 GO	AA Prime	AA Family
Assistances per Subscription Period	3	5 (Fair use*)	12 (Fair use*)
Tow Roundtrip Entitlements (see below for the definition)	40km	100km	100km
Tow due to Mechanical or Electrical Breakdown	Pay on Use	✓	✓
Tow due to an Insured Event	Pay on Use	✓	✓
Overnight Storage for the first 24hours	✓	✓	✓
Designated Driver	Pay on Use	Pay on Use	Pay on Use
PATROL			
Tyre Change	✓	✓	✓
Jump Start	✓	✓	✓
Battery Testing	✓	✓	✓
Battery Sales & Replacement	✓	✓	✓
Locksmith	✓	✓	✓
Fuel Rescue (included in your allocated callouts)	2	2	5
Emergency Medical Rescue	✓	✓	✓
EXTENDED BENEFITS WALLET		R 0	R 5 000
			R 10 000
Long Distance Tow	Pay on Use	✓	✓
Accommodation	Pay on Use	✓	✓
Car Hire	Pay on Use	✓	✓

VALUE ADDED PRODUCTS			
Legal Advice Line	✓	✓	✓
Motor Related Technical Advice Line	✓	✓	✓
Medical Advice Line	✓	✓	✓
Armed Response	✓	✓	✓
Trauma Counselling	✓	✓	✓
AA Lifestyle Magazine	✓	✓	✓
Taxi Service	✓	✓	✓
Pothole Damage Assist	✓	✓	✓
License Renewals	✓	✓	✓
Accident Claim Assist	Optional Subscription	Optional Subscription	Optional Subscription
Fines Assist	✓	✓	✓

Each assistance in excess of 5 for AA Prime and 12 for AA Family, will be individually considered in terms of the AA's FAIR USE POLICY.

8. FAIR USE POLICY

135 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 should you exceed allocated callouts.

- AA Go members obtain 3 (three) entitlements (callouts) per a 12 (twelve) month subscription which are all limited to Patrol Service - only 2 (two) fuel assistances, which form part of the callouts.

140

- AA Prime members obtain 5 (five) entitlements (callouts) per 12 (twelve) month subscription - only 2 (two) fuel assistances, which form part of the 5 (five) callouts.

145

- AA Family Members receive 12 (twelve) shared entitlements (callouts) per 12 (twelve) month subscription. This includes up to 5 (five) fuel assistances, which form part of the 12 (twelve) callouts and are shared among all nominated members. The entitlements are inclusive of roadside and medical assistance. These memberships are found in the Benefit table.

9. PATROL SERVICES

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

General roadside assistance

150 Roadside assistance is limited to the services detailed below, basic fault-finding, changing a flat tyre, and jump-starting a vehicle.
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.

155 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.

Fuel Rescue

160 If you are travelling on the road and your vehicle runs out of fuel, we will supply up to 10 (ten) litres of fuel to allow you to reach the nearest filling station. If you require more than 10 (ten) 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. Fuel assistance is only available as a result of emergency roadside assistance and not available where/when the vehicle is located at a residential address or at a fuel station.

165 The AA reserves the right to withhold this benefit if the vehicle is found to be in close proximity to a fuel station. If a Member requests fuel assistance at a residential address, this benefit becomes a pay-on-use service, and the Member will be quoted the cost at the time of the request.

Keys locked in vehicle

170 We shall assist you if you lock your keys in vehicle. If our patrol service is unable to assist we shall procure the services of a locksmith and **will cover the cost up to R643.00 (six hundred and forty three Rand) (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.

175 You may be required to pay the locksmith directly and recover the cost from us - see **REFUNDS** below.

Flat tyre change

175 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.

New batteries

180 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. This service is only in urban areas. If we are unable to assist we shall tow your vehicle to a battery shop in accordance with your towing benefit entitlements. Please note that in areas outside of Gauteng, Cape Town, and Durban, this service is subject to the operating hours of the nearest battery depot.

185 All batteries come with a national 24 (twenty four) month battery warranty. Should an AA-supplied battery be replaced within the 24 (twenty four) 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.

10. EMERGENCY MEDICAL SERVICES

190 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.

195 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.

200 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.

205 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.

210 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.

215 **10.1 LIMITATION OF LIABILITY & INDEMNITY TO EMERGENCY MEDICAL SERVICES**

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.

220 **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:

225

- "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;
- "Medical Officer" - at any point in time, a medical officer of Netcare 911;
- "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;
- "Nurse Case Manager" - at any point in time, a nurse care manager on duty at the Netcare 911 Call Centre;
- "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;
- "Principal Medical Officer" - at any point in time, the principal medical officer of Netcare 911;
- "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;

235

240 **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.

245 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.

Transfer to the most appropriate medical facility.

250 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.

Transfer of eligible person for an upgrade of care.

255 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.

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

260 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.

270 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 60 (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.

11. 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.

285 Please note that only AA Prime and AA Family Membership options include tows required as a result of an Insured Event.

Only the following vehicles may be towed:

- 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;
- vehicles having a gross vehicle mass of less than 3.5 tons;

290 ● vehicles that may be legally used on South African public roads;

● vehicles that do not exceed 5.5m in length, 2.5m in width or 2.6m in height; and

● 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.

295 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.

300 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, which distance to their workshop exceeds the kilometre benefit due to you, the difference in distance will be at your own cost. If you select a repairer outside of the covered kilometre radius, the full cost will be your responsibility.

305 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.

310 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 business working day 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.

315 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.

320 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.

325 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.

12. 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 Prime and AA Family 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.

335 Only 1 (one) such tow is allowed per vehicle per incident, although if the tow occurs 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 on a daily basis) over and above this will be for your account. The

340 following business working day 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.

13. EXTENDED BENEFITS

345 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.

350 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:

- 350 • Extended Benefits are only available 72 (seventy two) hours after your AA Membership has been activated; and
- 355 • 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 3 (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:

355 **1-Accommodation**

360 You will be required to arrange and pay for overnight accommodation. 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 R2,000.00 (two thousand Rand) per night. 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.

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

OR

2-Transport arrangements

370 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:

- 375 • 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.

380 The maximum amount payable towards this assistance is R1 600.00 (one thousand six hundred Rand).

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

3-Long distance towing

We will tow your vehicle at Member-preferred rates

385

- 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.

390

- 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.

395

- You agree that should the vehicle not be reclaimed within 90 (ninety) days from the date of towing, or should your indebtedness not be settled within 90 (ninety) days after having become due, we shall be entitled, without further notice:
 - to take the necessary legal steps in order to obtain ownership of the vehicle;
 - 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). until your Extended Benefit wallet is exhausted. Once you exceed the available funds, you will be responsible for the additional towing charge.

400

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.

405

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.

14. IMPORTANT INFORMATION

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

415

- 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.

420

- 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.

425

- You agree that should the vehicle not be reclaimed within 90 (ninety) days from the date of towing, or should your indebtedness not be settled within 90 (ninety) days after having become due, we shall be entitled, without further notice:

430

- to take the necessary legal steps in order to obtain ownership of the vehicle;
- 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).

15. TAXI SERVICE

This courtesy service is provided to ensure you arrive at a safe destination if your vehicle has been towed.

435 In the case that you may have passengers, the service will be provided by an e-hailing service or an alternative service provider and is subject to availability and their terms and conditions. The service is capped at R220.00 (two hundred and twenty Rand) per trip.

If you have any queries you should not contact the e-hailing service provider but contact the AA on 0861 000 234.

440 We shall obtain a quotation from the e-hailing service provider and should the trip exceed R220.00 (two hundred and twenty Rand) you are required to pay the balance amount plus an administration fee by credit card before we order the trip.

We do not guarantee a response time.

A maximum of 4 (four) people may be transported.

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

16. REFUNDS

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.

450 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 theaa@aasa.co.za.

17. COSTS NOT COVERED

455 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 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.

18. MULTIPLE ASSISTANCES

465 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 1 (one) occasion for the same problem, each request will count as 1 (one) assistance unless you are following up and provide us with the reference number you have been given.

19. VALUE ADDED PRODUCTS

470 The AA reserves the right to amend or remove any VAPS at its discretion, as and when it deems necessary or appropriate. You will be notified of such changes through AA Communication, as outlined in paragraph 20 below. However, it remains your responsibility to regularly review the online Terms and Conditions on our website and the Handbook, to confirm whether the same VAPS are still available.

20. AA LEGAL ADVISORY SERVICE

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.

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.

- Calls are limited to 1 (one) call every 2 (two) months.
- The service is available Monday to Friday 08:00 - 16:00. Weekends and public holidays are excluded.
- 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.
- Advice will only be provided in relation to pre-litigation matters.
- We do not carry out any negotiations with third parties on your behalf.
- 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.

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 000.00 (five hundred thousand Rand) in value.

520

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:

525

- 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:

530

- 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:

535

- 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.

21. AA ARMED RESPONSE (THE 'SERVICE')

540

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.

545

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://casi-app.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.

550

Membership for this Service forms part of your subscription fee and is payable in advance and cannot be cancelled.

The Service is personal to the subscriber and registered dependants/secondary users.

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.

555

The Service is dependent on mobile phone reception, you having sufficient data available and your location services being active. 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 (thirty) days' notice of such but do not guarantee to do this.

22. AA POTHOLE DAMAGE ASSIST

AA Pothole Damage Assist will handle any claims (formalise and lodge claims) you have against a Road Management Authority as a result of damage to your vehicle from roadworks or hitting a pothole ensuring you receive the compensation you are due and saving you thousands in repair and replacement costs.

As a policyholder, you'll get:

- 565 • Professional case management and claim settlement assistance with the relevant Road Management Authority.
- Dedicated telephonic claim registration and tyre assessment services.
- Free assistance with quotes for replacement tyres and/or rims with preferential rates through AA tyre retail partners.
- 570 • 100% (one hundred percent) of recoveries paid out to you if the claim is successful.
- AA Value-Added products are supplementary to your policy and will renew on the date of your policy renewal.
- The AA Pothole Damage Assist service is limited to irreparable tyre, rim, and mag wheel damage as a result of roadworks or hitting a pothole on a road within the borders of South Africa.

575 Please note that:

- 580 • We can only assist you in respect of vehicles owned by you, your Spouse, and/or Dependents and/or members of the family package (please refer to definition of "Family").
- No claim can be made by us on your behalf, against a Road Management Authority if you have already claimed, are in the process of claiming, or intend to claim from your motor vehicle insurance for the damage.
- Incidents must be reported to us within 5 (five) working days of the occurrence.
- At the time of the incident you must be compliant with all the legal and regulatory requirements of the National Road Traffic Act No. 93 of 1996 of South Africa and other such relevant legislation.
- AA Pothole Damage Assist does not guarantee performance from Road Management Authorities.
- 585 • You are not obliged to use the services of AA Pothole Damage Assist to lodge your claim with a Road Management Authority, in the event of which we will not be liable for any costs you may incur.

Resolving Disputes:

- 590 • Where our legal practitioner does not substantiate the merits of your case, we will not proceed with a claim.
- If this conflicts with your view, or there is a material conflict between your assessment of the situation, and that of our legal practitioner, the case will be referred to the AA Value-Added advisory panel for review.
- This panel will consist of the AA legal advisor, as well as 2 (two) independent, external legal advisors.
- Should you wish to pursue this matter further than that of the AA's assistance, then the costs of this review process will be for your account. You are always free to obtain outside second opinions, but the cost of these opinions will not be covered by your AA Value-Added product, unless prior approval is obtained in writing.
- 595 • We carefully select our service providers for AA Value-Added products but cannot guarantee quality of service. These service providers are not our agents or employees. We cannot be held liable for their actions or omissions, or for any damage caused by their failure to perform. Where there is a need for clarification of terms and conditions or relating to your benefits under this product, our interpretation will be final.

23. AA FINE PAYMENT ASSIST

As a policyholder, you will get:

- 600 • You will receive notice of all traffic fines in your name within days of being issued, ensuring you can receive the maximum settlement discount.
- We will also check and verify that the correct process has been followed.

- Where there are discrepancies, we will manage the communication to have traffic fines revoked (if possible), and, where appropriate, we will pursue any action required on your part to get traffic fines reduced, or even squashed.
- AA Fine Payment Assist will check your details against the traffic fines database on a regular basis.
- We will contact you to inform you of any fines that have been issued, or any fines that are still outstanding, and request you to provide documents to support any claim for a fine reduction, such as a statement of the incident, as well as a copy of your driver's license.
- We will present the merits of a fine reduction on to the relevant traffic department on your behalf, and 100% (one hundred percent) of any recovery or discount will be passed back to you.
- You will receive an invoice for your fine payments and, once paid on our secure site, we will provide with you proof that the fine has been settled and the fine has been cleared.

605 Please note that:

- AA Value-Added products are supplementary to your policy and will renew on the date of your policy renewal.
- The AA Fine Payment Assist service is limited to traffic fines issued in your name only, within South Africa. At the time of the fine, you must be compliant with all the legal and regulatory requirements of the National Road Traffic Act No. 93 of 1996 of South Africa and other such relevant legislation.
- AA Fine Payment Assist does not assist with the AARTO demerit points system.
- Fines are deemed to be issued once they have been posted onto www.paycity.co.za or www.viewfines.co.za. AA Fine Payment Assist cannot advise you of any fines not posted onto these websites.
- Should you receive a fine that has not been posted on one of these websites, please forward it to us immediately and we will manage it on your behalf.
- AA Fine Payment Assist does not guarantee performance from any of the Traffic Departments.
- You are not obliged to use the services of AA Fine Payment Assist to lodge your claim for a discount with a Traffic Department, in the event of which we will not be liable for any costs you may incur.

610 24. AA LICENCE RENEWAL ASSIST

615 AA Licence Renewal Assist offers a service that takes the hassle out of licence renewals by sending a reminder, providing a queuing service, and delivering the renewed licence directly back to the policyholder.

620 Please note that:

- The Service is limited to vehicle license renewals within the Republic of South Africa.
- Policyholders will be verified by the AA call centre at the point of engagement, as per the policyholder's verification criteria.
- At the time of the licence renewal, you must comply with all the legal and regulatory requirements of the National Road Traffic Act No. 93 of 1996 of South Africa and other such relevant legislation.
- AA Licence Renewal Assist cannot assist if there is any legal or administrative reason for the policyholder's licence not to be renewed.
- The AA does not guarantee the performance of the Licence Department and/or the South African Post Office.
- AA Licence Renewal invoices will only be valid for 15 (fifteen) days.
- A residential/work address must be provided for delivery as all deliveries are done via courier.
- The AA cannot be held liable for any delays in payment or response by the policyholder.
- Owing to the personal nature of the information, AA Licence Renewal Assist cannot assist in making changes to policyholder's details on e-Natis.

625 **630 General:**

650

- The AA and its service provider shall not be liable for consequential, or direct or indirect damages, nor for any damages incurred by a policyholder in any way associated with the Service, for any loss or damage sustained by the policyholder as a result of failure to render the Service timeously or at all, or as a result of the manner in which such Service may be rendered or from any other cause whatsoever, including negligence, omission, and wilful default.
- The AA makes no warranties of any nature whatsoever nor accepts any responsibility or liability of any nature whatsoever for any claims, loss or damage of any nature whatsoever arising out of or in connection with the supply of the Service in any way.
- If the AA is unable to validate the policyholder, the AA reserves its rights to immediately cancel the Service and will then be entitled to refuse to provide the Service.

655

25. AA DESIGNATED DRIVER

This service is available on Pay on Use basis to AA Members.

Booking the Service:

660

- Bookings can be made at a maximum of 2 (two) days in advance and a minimum of 2 (two) hours prior to the required pick-up time.
- Bookings during peak periods such as Christmas and New Years' eve are to be made 10 (ten) days in advance. Bookings for any other public holidays and long weekends to be made at least 4 (four) days in advance. SMS confirmation of each booking is sent to the customer.
- Bookings can be cancelled up to 2 (two) hours prior to pick-up time. If cancelled in a shorter time, the policyholder will be charged for the full trip.

665

Collection:

- The Driver name and pick-up confirmation will be sent at least 45 (forty five) minutes before arrival.
- The AA member has 10 (ten) minutes to leave the venue and meet the driver.
- Pick-up & drop-off times:
 - Monday to Thursday 17:00 to 1:00
 - Friday and Sat 16:00 to 3:00
 - Sunday 16:00 to 00:00

670

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.

675 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 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." 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 (twenty five) 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 14 (fourteen) days, by the head of AFSA.
- The Arbitration Award shall be final and binding on the parties. Nothing contained in this clause shall prevent a party from approaching a court of competent jurisdiction in South Africa in order to resolve a dispute.

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.

26. 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.

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.

27. MEMBERSHIP TERMINATION

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

28. AA COMMUNICATION

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.

740

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 and push notifications on the AA App.