



Service Plan

Terms and Conditions

Service Plan

This product provides you with a peace-of-mind motoring experience when servicing your car. The plan covers the manufacturer-specified parts, labour and oil required for the periodic servicing of your car.

Please note that your policy does not cover maintenance-related repairs, and that you need to fully familiarise yourself with the cover provided by your policy.

Important information

Premium payments

We will deduct your premium on the date that we agreed on. If your deduction date falls on a Sunday or public holiday, your debit order may go off on an earlier date.

If your premium is not received on your preferred deduction date, an attempt will be made to collect your premium on a more suitable deduction date, so that you are covered. If your premium is not received on the due date(s) as stated on the schedule, you will not have any cover for the period that you did not pay.

You are allowed a 15-day period of grace from the due date to pay any outstanding premiums in the event of a claim. This period of grace does not apply if the unpaid premium, was the first premium due on inception of the policy. If payment is not received for three consecutive months the policy will be immediately cancelled.

If you decide, or instruct your bank, to stop your debit order, the policy will be immediately cancelled.

When cover is interrupted because we did not receive your payment, we have the right to debit your account again the following month to reinstate your cover. You must make a payment for the cover to recommence.

Policy changes, cancellations and reviews

Any change or cancellation that you make will be effective from the time and date agreed on. If you cancel your policy during an insured month, the premium paid for the rest of that month will not be refunded to you. You will, however, have cover for the remainder of the month. There will be no refund due if a claim has been paid under your policy.

We may change or cancel your policy by giving you 31 days' notice. If we become aware of any information that materially affects the risk to the extent that the risk is no longer acceptable, or if we would not have issued a policy had we been aware of this information, we may cancel your policy from the date of the actual change in risk or from policy inception, whichever happened the earliest. We may give notice electronically or by post to your last known address.

Your policy may be annually reviewed on the anniversary date. Any changes made to your policy prior to the review date will also be subject to the annual review. We will give you 31 days' notice of such review and its outcome.

How to claim

You need to book your service at an authorised repairer and inform them that you have a service plan through us. We recommend that you contact us for a list of authorised repairers in your area if you are unsure.

The repairer must contact us on **0860 105 113** for us to authorise the service. The invoice for the service must be mailed to **serviceclaims@tihsa.co.za** so that we can process the payment directly to the repairer. The repairer will supply you with an invoice for the service, which you must keep for your service record.

The service must be authorised by us before you take your car to the repairer. Failure to obtain prior authorisation before the service may invalidate your claim.

Complaints process

You may contact our Internal Dispute Resolution Department in the following ways in order to lodge your dispute regarding a claim, or any general complaint:

Email: disputeresolution@budgetins.co.za

Telephone Number: 0860 004 294

In accordance with the Policyholder Protection Rules, you will as a first step have 90 days to dispute the outcome of your claim by contacting our Internal Dispute Resolution Department. Immediately following this 90-day period you have a further six months to serve summons on us. If you do not do so within this time period, your right to challenge the decision will be forfeited.

We guarantee that your dispute will be dealt with in an efficient manner and will be reviewed by way of an impartial review process. We encourage you to first make use of our Internal Dispute Resolution Department in an attempt to resolve your dispute promptly.

Once our Internal Dispute Resolution Department has dealt with your dispute and should the outcome of the dispute not be in your favour, then you may within a further period of six months contact the National Financial Ombud Scheme South Africa (www.nfosa.co.za). For any compliance/non-compliance matters relating to FAIS or the financial services rendered, you may contact the FAIS Ombudsman (www.faisombud.co.za).

Sharing of information

To offer you our services, we need to process your personal information. We do so according to our business requirements and legal obligations. By taking out this policy, you accept that your personal information may be verified and/or processed for insurance, financial services and risk-management purposes, by the TIH Group of Companies, against any other reasonable and legitimate sources or databases. This is to ensure the accuracy and completeness of any personal information provided on an ongoing basis.

For more information on how we process your personal information, have a look at your policy schedule or visit our website.

You may access your personal information that we hold and may object to the processing of your personal information, request us to correct any errors, or delete this information if there is no legitimate reason for us to maintain it.

Jurisdiction

Your policy is subject to South African law and to the jurisdiction of a South African court. We are not liable for any legal costs and expenses that are not incurred in the Republic of South Africa. This policy is in addition to, and does not detract from, any contractual rights under Statute or Common Law.

Terms and conditions

This section of your policy explains your responsibilities. Failure to comply with these conditions could result in a claim against your policy being rejected and/or your policy being cancelled.

Definitions

You/your

The term you or your refers to the person whose name and address appears on your schedule who is also the owner of your car.

We/us

This refers to the insurance company.

Your car

Your car refers to any motor or light delivery vehicle (LDV) that is registered in South Africa and specified in the schedule.

Authorised repairer

A vehicle repairer that is registered with the Retail Motor Industry (RMI) or Automobile Association of South Africa (AASA).

Manufacturer

The manufacturer refers to the entity that manufactured/supplied to your car as specified on your schedule.

Betterment

Betterment is referred to as the condition relating to older or original component on your car, when having been damaged in an accident which may be replaced with new components. The resulting improved condition of to your car is known as betterment.

Normal wear and tear

Normal wear and tear is defined as deterioration arising through the use or age of your car which does not result in actual mechanical failure.

Conditions

Cover term

You are covered for specified service intervals as per your car Manufacturer's service schedule. The start and end kilometres determine the set number of service intervals you are covered for and will not exceed the cover period. Should you service your car annually, due to your car not reaching the specified kilometres within a year, only the set number of service intervals chosen by you will be covered by your Plan.

Please note: If the Manufacturer amends your car service schedule after the inception of your Plan, we will only honour the set number of service intervals, service items and labour rate as per the service schedule at the time that you purchased this Plan. Any additional service intervals, Intermediate check-ups, items and labour costs will be for your own account.

Waiting period

The waiting period for this plan is three months from date of purchase.

If the last service due on your vehicle was not completed, or the service is due during this waiting period, we will exclude this service and all related parts in the covered service, if these are not part of the covered service. Only items as per the OEM scheduled service interval will be covered by the plan.

Important time limits

In the event of a claim, we will only indemnify if you:

- give us any documents that you receive in connection with any claim, within 14 days of receiving such documents; and
- provide us with any information, proof, documentation and co-operation that we ask for, within 14 days of our request.

Fraud and dishonesty

If you or anyone acting on your behalf submits a claim or provide information or supporting documentation relating to the claim, that is in any way fraudulent, false, dishonest or inflated, you will lose all rights to the claim. We also reserve the right to claim repayment from you for any amount we have paid towards settlement of your claim, irrespective of whether claim itself was fraudulent or not. We may void or cancel your policy and lay criminal charges against you. Some examples of fraudulent behaviour are as follows:

- giving inaccurate or incomplete information about your risk profile;
- supplying inaccurate or false information regarding a loss that occurred;
- lodging a claim for a fictitious loss that didn't occur;
- providing false documents to substantiate your claim;
- claiming for damages that didn't occur or items you didn't own;
- inflating a legitimate claim;
- submitting a claim that you know to be false, fraudulent or exaggerated; and
- hindering the outcome of a legal dispute.

Service requirements

Your car must be serviced and maintained as per manufacturer's specifications. The maximum mileage and time grace period as per manufacturer's specification will be allowed.

You need to ensure that your car service records have been updated after each service. Stamping of the service book alone may be questioned (please keep your service invoices as additional proof).

Limit of indemnity

The Service Plan covers all routine consecutive servicing of your car (on time or kilometres, whichever occurs first) in accordance with the manufacturer's service schedules. The start and end kilometres determine the set number of service intervals covered for and will not exceed the cover period.

Any additional parts or labour required will be for your account.

Dual insurance

If the service is also covered by another product or insurer, we will only indemnify you for our rateable portion of the service.

Inspection post-and prior repairs

We reserve the right to assess your car before authorising a claim.

After the work has been completed you need to inspect your car to ensure that the service was completed as authorised.

Eligible vehicles

Your car must;

- be a South African registered motor vehicle, light delivery vehicle (LDV), pick-up truck, microbus or similar car with a gross mass of 3 500kg or less.
- have a full-service history in place, as per manufacturer's specification; and
- be in a sound mechanical condition and be roadworthy.

Your obligations

- You need to service and maintain your car according to your car Manufacturer's owner's manual. This include checking engine oil limits, tyre pressure, coolant levels etc.
- You need to inform the authorised repairer of any defect in your car which may be the subject of the Manufacturer's vehicle warranty.
- You need to check and sign all invoices once the service is completed. You must also check that the service was done as per the items charged on the invoice.
- You must provide us with true and complete information.
- You must comply with all our reasonable requests.
- You must inform us if any of the policy details or declarations are incorrect or if any of these details or declarations change.
- You must regularly service your car as per the requirements defined under the section "service requirements".

Territorial limits

Your policy is valid only within the territorial limits of South Africa.

Transferability

This policy is non-transferable.

Exclusions

Your policy does not cover:

- any components, service or repairs not specifically named in this policy;
- services and replacement of components undertaken without our consent;
- resultant and/or consequential damage of any kind.
- civil commotion, labour disturbances, riot, strikes, war, terrorism, and similar events,
- damage resulting from the fitting of experimental units, or modifications, other than those approved by your car's original manufacturer;
- services, should it be discovered that the odometer has been disconnected or tampered with;
- gradual reduction in operating performance commensurate with the age and kilometres covered by your car;

- normal wear and tear;
- claims for services and components not accompanied by a valid, fully completed and detailed VAT invoice;
- services or defects which is recoverable under manufacturer's warranty or any other insurance policy;
- oil leaks of any nature and/or damage caused as a result thereof;
- exotic vehicles, rebuilt vehicles (Code 3), or vehicles that were modified to improve performance;
- cars that are used to carry fare-paying passengers, for hiring or driving instructions or for any other commercial purpose, like carrying out your trade, such as plumbers, electricians, builders, garden services, farmers, etc; and
- cars used in any type of race, competition, rally, time trial or at a track day.

Sales, Admin and Claims
0860 105 113