

The Body Drive Maintenance Plan Terms and Conditions

The Body Drive Maintenance Plan has been designed to protect the Customer's vehicles exterior and interior aesthetics by providing services in respect of the benefits listed.

The benefits of the Plan provide for the restoration of the interior and exterior bodywork of the vehicle that have minor damages to the exterior of the vehicle. In addition, the product also provides for the restoration or repair of the vehicles interior as required due to day-to-day motoring.

This product is designed for the discerning motorist who desires to keep his/her vehicle in mint condition for as long as possible.

Please note that it is the Customer's responsibility to ensure that he/she reads and understands and is familiar with this Agreement and its terms and conditions.

Terms and Conditions Overview

This document referred to as the Terms and Conditions, together with the Customer's Plan Schedule will together form an agreement between the Customer and Body Drive.

Should any discrepancies arise between this agreement and any literature received in connection with the Body Drive Maintenance Plan by the Customer, the contents of this document shall prevail

This Agreement applies to the specified vehicle only and is applicable upon receipt of payment for the Body Drive Option selected as well as the Customer's continued adherence to the Plan terms and conditions as stipulated herein.

Please note this is not an insurance product it is a value-added product which provides for maintenance of your vehicle. It does not cover any warranties for major mechanical and electrical failures of your vehicle. All maintenance repairs are conducted by our approved Service Provider.

1. DEFINITIONS

1.1 Customer refers to the legal owner (whether a natural person or entity) of the specified vehicles that is enjoying the benefits of the Plan.

1.2 The Administrator refers to Body Drive (Pty) Ltd, the entity that has been appointed to facilitate all repair/restoration requests between the Customer and the Service Provider.

1.3 Customer Plan Schedule means a document with the Customer's specific details.

1.4 Service Provider refers to the authorised repairer approved by the Administrator.

1.5 Appointed representative means a third party the Administrator may outsource its administrative functions.

1.6 Benefits refers to the available repair/restoration services listed in section 3.

1.7 Benefit Access Request means any submission to the Administrator for use of the Plan benefits.

1.8 Specified Vehicle means the motor vehicle that was purchased by the Customer on which the services will be carried out.

1.9 Eligible Vehicles: means Vehicles with a GVM of 3600kg or less which are used for business, social/pleasure purposes and traveling to work and back.

1.10 Vehicles Excluded: means Motorcycles, Scooters, Quad Bikes, Caravans/Motor Home and Boats as well as Motor Vehicles used to transport goods for business purposes. (Please also see section 5: What is Not Covered).

1.11 Agreement refers to the printed document or electronic that contains these terms and conditions as well as all the details pertaining to the Customer.

1.12 Options refers to the available cover option available, as applicable.

1.13 Conventional Metal, for the purpose of this agreement means Steel or Aluminium will be classified as conventional metal. Plastic, Fibre glass and any other similar materials will specifically be excluded for all vehicle body repairs. Vehicles built from conventional metal will qualify for the benefits offered by the Plan.

2. General Terms and Conditions

2.1 Maintenance: The Customer must obtain authorization from the Administrator prior to the commencement of Maintenance/Cosmetic Repair.

2.2 Maintenance Co-operation: When a Customer requests access to any benefit, the request must be sent in writing to the Administrator. Once the Administrator approves access to the benefit, the Customer must ensure the vehicle is taken to the Service Provider approved by the Administrator or its duly appointed representative.

2.3 Rights: Nothing contained herein shall give any rights against the Service Provider or the Administrator to any person other than the Customer. Furthermore, the Body Drive Maintenance Plan owner shall not be bound by any passing of the interest by the customer otherwise than by death.

2.4 Misrepresentation: Misrepresentation or non-disclosure of any material fact shall render this Body Drive Maintenance Plan void.

2.5 Maintenance/Aesthetic Repair Authorization: We, or our duly appointed representative shall be the sole party to authorize maintenance/aesthetic repairs to be undertaken on the vehicle.

2.6 You shall allow us, or our duly appointed representative access to inspect the vehicle that is the subject of maintenance/aesthetic repairs if we request such access.

2.7 Theft or destruction of the vehicle: If your Vehicle is stolen, hijacked, or damaged beyond repair during the period of your Plan shall be deemed to have terminated on the date of such event. The Customer must inform the Administrator immediately of any of the above events to ensure the plan is terminated.

2.8 Fraud: If any Benefit Access Request is in any respect of fraudulent or otherwise improper or improperly processed or submitted or if any fraudulent or improper means or devices are used by the Customer or anyone acting on his/her behalf to obtain any benefit under this plan or if any

destruction or damaged is occasioned by the wilful act or negligence or with the connivance of the Customer all benefits under this Plan shall be forfeited.

2.9 Contract Duration; The Plan will be active for as long as the monthly debits are being successfully processed. The Plan will come into effect immediately upon receipt of first full payment.

2.10 Payment and Fees

The debit order is payable monthly in advance. Cover runs for a month and is renewed monthly. Payments to the Administrator is done via debit order and the Customer must provide permission to the Administrator to deduct money from a bank account specified by the Customer.

Written notice of any changes in banking details must reach the Administrator at least 10 days before the next debit order payment is due.

The Customer agrees to ensure that there are sufficient funds available in his/her account for debit collection on the payment due date.

Should the debit order be rejected the Administrator reserves the right to collect any outstanding payment prior to any Benefit Access Request being processed.

Please note: The Administrator will submit a double debit order the following month to ensure the Plan remains active. However, should this debit order also be rejected the Plan will terminate immediately. Please ensure that there are enough funds in your account for debit order payment, as banks will charge you for unpaid funds orders.

2.11. Termination

The Administrator reserves the right to terminate this agreement by giving 30 (thirty) day notice in writing.

The Administrator reserves the right to terminate the contract in the following circumstances:

If the Customer breaches any terms or conditions of this agreement in the event of an unpaid debit order, your plan will be cancelled, and no Benefit will be authorized or paid.

2.12. Cancellation

This Plan may be cancelled immediately upon the provision of notice thereof to the Administrator. Due to this being a month-to-month product, it allows you cancellation at any time, therefore no refunds will be applicable. Customers are only allowed to put through 1 Benefit Access Request at a time, should their Benefit Access Request be declined, they may only put through a Benefit Access Request after 3 months for another repair. The Administrator has the right to cancel the Plan in the event of misinformation, dishonesty, or omissions by the Customer or upon assessment, the Administrator determines that the Customer misuses the Service.

2.13. Reinstatement

The Body Drive Maintenance Plan can be reinstated by re-activation of the Debit Order for the month following the unpaid debit order.

Note: A double debit order is required in this scenario in order to re-instate the Plan. The customer does not enjoy any benefit derived from the Body Drive Maintenance Plan during the unpaid debit order month/s.

In the event of 2 or more consecutive unpaid debit orders occurring all benefits of this Body Drive Maintenance Plan will be cancelled by the Administrator.

2.14. Refunds

No refunds are applicable as payments are debited monthly.

2.15. Plan Inception

The Body Drive Maintenance Plan will inception 6 months after receipts of the 1 successful debit if no monthly debits have been missed.

2.16. Transferability

Should the vehicle be sold to a private individual the Body Drive Plan can be transferred to the new owner. Alternatively, remains the owner of the debit orders benefit and can be transferred to the new vehicle.

This is subject to the Administrator's approval and on the understanding that all the terms and conditions have been complied with. The Administrator will complete the transfer on request.

2.17. Complaints

The Customer may contact the Body Drive Plan Administrator by calling 0727138498 directly if they wish to lodge a complaint.

2.18 Telephone Calls

Telephone calls are recorded in order for quality purposes and the safety of our customer records.

2.19 Benefit Accessibility

All Benefits listed have an annual overall limit of R12000.00 (Incl. VAT) per benefit access all may be requested four times per annum.

Please note: Benefits may only be requested every 4 months

Note: The Wheel Rims and Mag Wheels benefit is available once per annum.

3. Benefits

3.1 Each benefit has a limit of R3000.00 (Incl. Vat) which may be requested once every 4 months.

3.2 Body Drive Plan benefits will provide for maintenance to your vehicle's exterior and interior for the following:

- Stone Chips

Chips caused by stones. We shall pay for repairs to chips to the bodywork at the covered vehicle utilizing the brush touch or flow pen technique.

- Scratches

Scratches can easily occur and affect the showroom appearance of your vehicle. We shall pay for repairs to single scratches to the clear and topcoat of the paint

Considered repairable utilizing the brush touch or flow pen technique or simply polishing out the scratch if possible.

A repairable scratch is a single to the top and clear coat of the paint.

- Windscreen Chips and Crack

If the covered vehicles windscreen is damaged by a stone, causing a chip that is repairable.

- Headlight Renewal

Headlights that have discolored with age can be restored provided they are polycarbonate headlight lenses. Note: Glass headlight lenses cannot be repaired under this benefit. We shall pay for headlight renewal and repairable damage to headlights.

- Tar Removal

Day to day driving can cause tar to adhere to the body of the vehicle and it is known to be very difficult to remove. We shall pay for the cost to have the tar removed.

- Dent Removal

Minor dents can be caused by car doors opening on your vehicle in car parks. We shall pay for repairs to minor dents to the covered vehicle where there is no damage to the paint and where the metal is not stretched.

- Mobile Unit Convenience

We shall dispatch an approved Auto Body Repairer Mobile Unit to the location of the Customers choice to perform the repairs to the covered vehicles and thereby ensure maximum convenience to the Customer.

- Odour Eliminator

Odour Eliminator for odours caused by pets, tobacco and mouldiness. See Exclusions.

- Air Conditioning Treatment

Treatment to eliminate harmful bacteria and fungi build up in the Air Conditioning System of the Vehicle.

- Scotch Guard Fabric or Leather Treatment

We provide interior maintenance to the covered vehicle by paying for the Scotch Guard Fabric or Leather Treatment to the vehicle's interior. This excludes wear and tear or damage as a result of wear and tear. In certain instances, an assessor may be appointed to assess the vehicle.

Please note: This is designed to condition and protect the interior of the vehicle it is not a valet service.

- Wheel Rims and mag Wheel

If the covered vehicles rim and/or mag wheel/s have been damaged but are repairable we shall pay up to R3000.00 (Incl. vat) per benefit Access [Note: The Wheel Rims and Mag Wheel benefit is available once per annum].

The Body Drive Plan does not cover the cost of repairs if any part of the rim and/or mag wheel has been bent or buckled or any repairs to trimmings, decals and/or replacement parts.

4. Maximum Benefit Amounts

Body Drive Plan Maintenance Benefit

The overall benefit limit cover to damages not exceeding R12000.00 inclusive of VAT per Benefit Access.

Four Benefit Access Request permitted per annum.

Mag Wheel and Wheel cap Repair Benefit: One services per annum.

Please note: Benefits may only be requested every 4 months. The maximum benefit amount a Customer can access may not exceed R3000.00 per claim (Incl. Vat).

Multiple Benefit Access Requests

Please note: Multiple Benefit Access Requests submitted at the same time are regarded as 1 (One) Benefit Access Request. Therefore, the maximum amount of any Benefit Access Request may not exceed R3000.00 (Incl. Vat).

Benefit Access Request Limitation

Each Benefit Access Request is limited to 4 (four) of the Body Drive Maintenance Plan benefits listed herein.

Accident damage

Accident damage as a result of vehicular collision is not covered. The Body Drive Maintenance Plan is designed to maintain the aesthetic of the Customers vehicle via cosmetic maintenance and restoration.

5. Excess

There is no excess payable.

6. What is not Covered?

- The following is not covered by the Body Drive Plan:
- Any damage that is not defined under Section 3 of this document.
- Any damage falling outside the time limits of the period of this agreement.
- Any damage exceeding the maximum repair limit as defined.
- Any legal liability whatsoever to any third party.
- Any damage resulting in the replacement of anybody panel or part thereof.
- Any damage involving accessories, door mouldings, window mouldings, beading, lamps of any sort or any window panel.
- Damage to car radios, sound equipment or car telephones.
- Any damage to Tyres.
- Damage to stickers.
- Damage caused by hail.
- Any depreciation in value arising from repairs or restoration.
- Any repairs or services outside the Republic of South Africa.

- Any consequential/ resultant loss from any cause whatsoever or any contractual liability which you may suffer or for which you may become liable.
- Mechanical or electrical breakdowns or breakages.
- Racing, rallies, hiring, minibus taxis, carrying of explosive, driving instruction for reward, vehicle used for or in conjunction with farming operations or if the vehicle is in the custody of the motor trade other than for the purpose of its overhaul, upkeep or repair. (Metered Taxis and Uber / Type vehicles are covered).
- Any Maintenance required under this Body Drive Plan which is in any way fraudulent or materially inaccurate. In such circumstances all payment made shall be forfeited.
- Any loss or damage to third party property or death or bodily injury to passengers or third parties.
- Any loss, damage or liability caused by civil commotion, riot, strike, war, mutiny, military rising, martial law, rebellion, revolution any act in protest against any state. Government or any government body or any nuclear or radioactive material.
- Repairs to rusted, paint damaged, sand blasted and stretched metal areas will not be repaired.
- Scuff marks and series of scratches are excluded.
- The Body Drive Maintenance Plan will not be held liable for damage that extends beyond the specifications from the date of appointment to the service date especially damage to windscreens and headlights.
- Cleaning of upholstery carpets and valet services are excluded.
- Glass headlights lenses cannot be treated. No repairs or replacement to any glass headlight lenses will be done.
- Where the cost of Auto Body Repairs exceeds the stated limits, the difference will be for the Customer account.
- Electronic wheel valve systems are excluded.
- Straightening welding, x-ray and chroming are excluded from the Mag wheel and Wheel cap repairs.
- Damages to tyres or any other part on the vehicle body will not be covered under Mag wheel and Wheel cap repairs.

7. How to Access the Plan Benefits.

The Body Drive Plan Administrator must be contacted on 0727138498 (Monday – Friday 08h00 – 16h30). [Note that the Body Drive Plan Administrator is closed on Weekends and holidays and between 15 December and 7 January].

The Customer must provide his/her Body Drive Plan Number for validation.

The Customer must send a clear photograph via MMS or WhatsApp or E-mail of the following:

The whole of the vehicle (including the area requiring repair/ restoration) and

The specific area requiring repair/ restoration and

The vehicle license disc and

The vehicle registration plate

[The Administrator shall provide a number and/or e-mail address to utilize for this purpose].

The Administrator shall review the request please note: The review period may take up to a maximum of 7 working days as the Administrator performs its duties diligently and through quote comparisons throughout this process.

Following the review period, the Customer is informed whether the Benefit Access Request was successful or not.

If successful, the Administrator will within a period of up to a maximum of 7 working days from Benefit Access Request approval decide which is the most suitable option between 2(two) process options to choose from and accordingly informs the Customer of the process that is to be followed.

The 2 options are: A Mobile Unit is appointed by the Administrator to perform the cosmetic repair/restoration at the Customer's choice of location at the agreed upon date and time.

Please note: If the Administrator has arranged for a Mobile Unit to perform the cosmetic repair/restoration (at a venue of the Customer's choice and agreed upon date and time) and the Customer's vehicle is not present, or the Mobile Unit does not have access to the Customer's vehicle the Customer forfeits the Benefit, and it counts as a utilized Benefit. The Customer can therefore only submit a Benefit Access Request 6 months from this date.

OR

The Administrator will request that the Customer to take his/her vehicle to a specific Auto Body Service Provider of the Administrator's choice.

(Please note: The Administrator reserves the right to request that the Customer take the vehicle to more than 1(one) Service Provider of the Administrator's choice to source comparative repair/restoration quotes).

The Service Provider must submit a quote to the Administrator for authorization.

The Administrator will pay the Service Provider directly for repairs/replacement/restoration as per the Plan – If the stipulated Body Drive Terms and Conditions have been adhered to by the Customer.

Any repair work/replacement restoration commenced or carried out "without prior authorization" from the Administrator will render the Benefit Access Request invalid.

The Customer will be responsible for payment of any repair work completed by the Service Provider that falls outside the parameters of the Plan.

When the Customer collects the vehicle after repair, he/she must check that all work has been properly completed. If it is not satisfactory the Customer should not accept the vehicle and must advise the Administrator thereof immediately.

Only the Administrator may authorize or reject a Benefit Access Request. The Customer shall allow the Administrator access to inspect the vehicle if requested.

8. General

The Customer shall, upon the submission of a Benefit Access Request agree to adhere to all of the Administrator requests and follow the Benefit Access Request procedures as explained in this wording and by the Administrator.

Pre-existing damage is covered so no pre-inspection is necessary

Repairs to rusted, paint damage, sand blasted and stretched metal areas will not be repaired.

Scuff marks and series of scratches are excluded.

The Body Drive Maintenance Plan will not be held liable for damage that extends beyond the specifications of the Plan, especially damage to windscreens and headlights.

Cleaning of upholstery carpets and valet services are excluded.

Glass headlight lenses cannot be treated. No repairs or replacement to any glass headlight lenses will be done.

Where the cost of Auto Body Repairs exceeds the stated limits, the Administrator shall contact the Customer and inform the Customer that the difference will be for the Customer's account with the Customer authorisation.

Electronic wheel valve systems are excluded.

Straightening, welding, x-ray and chroming are excluded from the Mag wheel and Wheel cap repairs.

Damages to tyres or any other part on the vehicle body will not be covered under Mag wheel and Wheel cap repairs.