



## NON-INSURANCE SERVICES TERMS AND CONDITIONS

### 1. EMERGENCY MEDICAL AND TRAUMA ASSISTANCE

#### 1.1. Introduction

- 1.1.1. The Client may require various forms of medical assistance during a medical emergency from time to time;
- 1.1.2. Medical assistance may be provided to the Client in their time of need and when claimed in accordance with their Benefit Limits within a Benefit Period and as per the Policy Wording of their level of Cover;
- 1.1.3. The Client is advised to contact a medical centre in the instance that they require medical resources and/or medication;

#### 1.2. General Introduction, Interpretation and Terms

- 1.2.1. This document must be read in conjunction with the document entitled EMERGIVAC General Terms and Conditions and the Policy Wording, for the applicable cover level, which forms an integral part of this document;

#### 1.3. Definitions

- 1.3.1. "Emergency Medical Response" shall mean medical treatment administered in response to a Medical Emergency that of necessity requires immediate emergency medical intervention;
- 1.3.2. "Emergency Medical Transportation" shall mean the removal of the Client pursuant to an Emergency Medical Response either by road or air, as the case may be, in accordance with the criteria applicable for the selected form of transport;
  - 1.3.2.1. Emergency Medical Transportation by road is limited to four (4) call outs per annum for illness. There is no limit to call outs for accident related emergencies.
  - 1.3.2.2. Once the Client has used their allocated 4 (four) call outs due to illness, all other Emergency Medical Transportation call outs shall be deemed Access only and all related costs of the relevant service provider shall be for Client's account.
- 1.3.3. "Medical Emergency" shall mean a sudden and reasonably unforeseeable Claim that poses an immediate risk to the health and physical well-being of a Client as determined by the Triage;
- 1.3.4. "Secondary Telephonic Medical Triage" shall mean the system that will include a series of questions to evaluate the Client's condition over the phone to determine the appropriate course of action to be followed. This process will involve either sending out the appropriate medical service provider or providing relevant medical advice telephonically.
- 1.3.5. "Triage" shall mean the assessment of urgency of a Claim pursuant to recording certain information from the Client in order to decide whether an Emergency Medical Response is necessary, alternatively, whether the Claim may be mitigated by means of a Secondary Telephonic Medical Triage.

#### 1.4. The Benefit

- 1.4.1. Benefits are subject to overall limits as set out in this document;
- 1.4.2. The EMERGIVAC Client Services Centre retains the right to use the most reasonable and cost effective solution.
- 1.4.3. Any shortfall between actual cost and the allowance included in the individual benefits must be settled by the Client with the relevant Service Provider.

#### 1.5. Limitation of Liability and Indemnity

- 1.5.1. The Customer Experience Centre, Company or Service Provider who renders the Service pursuant to the Benefits hereunder will not be held liable for any liability whatsoever for any damage, loss or injury caused to the Client and / or their assets during the Service delivery, alternatively, due to the lack of the Service being rendered, alternatively, due to the fact that the Service was not properly rendered.

#### 1.6. The Service

- 1.6.1. Comprehensive Pre-hospital Services;
- 1.6.2. Casualty Room Guarantee;
- 1.6.3. Emergency Medical Response;
- 1.6.4. Helicopter Evacuation Guarantee;
- 1.6.5. Transfers of the Client to Specialist Facilities;
- 1.6.6. Routine Medically Justifiable Transfers;
- 1.6.7. Transfer of Medications and Emergency Blood;

- 1.6.8. Companionship and/or Care of Stranded Minors;
- 1.6.9. Covid-19 advice helpline
- 1.6.10. Gender-based violence (GBV) advice helpline
- 1.6.11. Repatriation of Mortal Remains

#### 1.7. Comprehensive Pre-hospital Services

- 1.7.1. Clients have medical problems for which they may require advice and they may not be able to get to a general practitioner ("GP") immediately, or family GP may not be available and accessible when required by the Client;
- 1.7.2. The EMERGIVAC Client Services Centre offers general telephonic medical advice and information to assist the Client in making informed medical decisions based on the information provided by the Client;
- 1.7.3. The EMERGIVAC Client Services Centre may assist the Client to contact a 24-hour medical EMERGIVAC Client Services Centre to arrange medical assistance in the form of telephonic medical advice or by arranging dispatch of medical services to the Client;
- 1.7.4. Non-emergency / general medical (telephonic) consultation and advice:
  - 1.7.4.1. Medical and nursing practitioners will provide the Client with advice and information regarding medical conditions by telephone;
  - 1.7.4.2. This will inter alia include:
    - 1.7.4.2.1. General medical advice;
    - 1.7.4.2.2. Chemical substance misuse or abuse;
    - 1.7.4.2.3. Data concerning referrals to hospitals, doctors, dentists and pharmacies;
    - 1.7.4.2.4. Medical travel information and advice;
    - 1.7.4.2.5. Generic medicine advice;
    - 1.7.4.2.6. Preferred provider advice and or referral where applicable;
    - 1.7.4.2.7. The advice and information shall be regarded as such and not as an accurate or definitive diagnosis of any condition any person might suffer;
- 1.7.5. The Company and/or EMERGIVAC Client Services Centre make no warranty that claiming the Benefit will guarantee the Client's well-being.

#### 1.8. Emergency Medical Response

- 1.8.1. Emergency Medical Transportation by way of an ambulance may be provided to the Client in the case of an Emergency Medical Response and as per limits defined for their level of cover;
- 1.8.2. The EMERGIVAC Client Services Centre may, when in a position to do so, assess the incident according to the description received from the Client based on the Triage;
- 1.8.3. The EMERGIVAC Client Services Centre may determine the most appropriate Service based on an interpretation of its assessment within the framework of the Medical Services Triage;
- 1.8.4. The purpose of this Service is to provide support to Clients during Medical Emergencies requiring an Emergency Medical Response;
- 1.8.5. Cover for recurrent transport needs related to chronic conditions, and thus not Medical Emergencies, can result in the Benefit limitations being depleted with subsequent refusal of Services;
- 1.8.6. The EMERGIVAC Client Services Centre may offer assistance based on a user-pay basis in such instances where the Client claims Emergency Medical Transportation for non-Medical Emergencies or whenever the EMERGIVAC Client Services Centre deems it unnecessary in terms of the Benefits, having due regard to the Triage process;
- 1.8.7. The EMERGIVAC Client Services Centre may have to adhere to the "first come first serve" rule in relation to which Service Provider is appointed, yet, shall use its best endeavours to ensure that an approved Service Provider is dispatched to the Client;
- 1.8.8. The Service Providers will reasonably endeavour to stabilise the Client and transport them to the nearest and most appropriate medical facility;
- 1.8.9. Emergency Medical Transportation by road will always be the first consideration determined on the assessment of the Client's situation;
- 1.8.10. Emergency Medical Transportation by air may be rendered subject to strict terms and conditions;
- 1.8.11. The EMERGIVAC Client Services Centre utilises a fleet of contracted road and air medical intervention vehicles and resources in order to assist the Client with Emergency Medical Transportation;
- 1.8.12. Following a Claim, the EMERGIVAC Client Services Centre may, based on the outcome of the emergency determination as described above, dispatch

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the nearest most appropriate Service Provider to the Client's location, based on information gathered by the Client;

- 1.8.13. The EMERGIVAC Client Services Centre will reasonably endeavour to provide Service Providers with the Client's Personal Information it has at its disposal;
- 1.8.14. The dispatched Service Providers, upon arrival at the scene and subject to their discretion, undertake the necessary lifesaving treatment to the Client;
- 1.8.15. After initial treatment and based upon the assessment by the Service Provider and in the Customer Experience Centre's discretion, the EMERGIVAC Client Services Centre may authorise the Service Provider to transport the Client to the nearest most appropriate medical facility for treatment.

#### 1.9. Helicopter Evacuation Benefit

- 1.9.1. This benefit allows for a Client to be airlifted to the nearest medical facility, in instances where a Client is critically injured and requires urgent medical care.
- 1.9.2. R75 000 (seventy five thousand rand) per annum for an individual cover or R150 000 (one hundred and fifty thousand rand) per annum for family cover.
- 1.9.3. The Client will be airlifted from the scene of the incident, after being assessed by the relevant medical personnel and only if they fall within pre-determined, evidence based, best practice medical criteria.
- 1.9.4. Helicopters have specific limitations such as, but no limited to, poor weather, distance to be covered, space available and weight.

#### 1.10. Casualty Room Guarantee

- 1.10.1. If necessary, a financial guarantee of up to R5 000 (five thousand rand) including value added tax will be provided to ensure immediate and appropriate emergency medical care of the Client by the emergency department of the receiving medical facility, thus preventing any delays in treatment due to financial policies enforced by specifically private medical institutions;
- 1.10.2. In the event of such incidents, the Client should contact the EMERGIVAC Client Services Centre, which will coordinate and dispatch the relevant emergency unit/s.
- 1.10.3. Any shortfall between actual cost and the allowance included in the individual benefits must be settled by the Client with the relevant Service Provider.

#### 1.11. Transfer of the Client to Specialist Facilities

- 1.11.1. Any Client, who requires specialist diagnostic or therapeutic procedures which cannot be performed by the admitting hospital, may be transferred by road or air to the receiving facility where such procedures or specialist care can be performed, as determined and at the sole discretion of the Customer Experience Centre;
- 1.11.2. The transfer of the shall be limited to a one one-way transfer to the facility able to provide the specialist diagnostic interventions;
- 1.11.3. Any return trip that is undertaken will not be covered under this agreement;
- 1.11.4. The EMERGIVAC Client Services Centre must approve and arrange all arrangements for transfer of a patient;

#### 1.12. Routine Medically Justifiable Transfers

- 1.12.1. Whenever non-emergency medically justifiable ambulance transport is required to transfer the Client either from home to hospital or from hospital to hospital, (arrangements if made through the Customer Experience Centre) the EMERGIVAC Client Services Centre may ensure that such transport is undertaken whenever required by road;
- 1.12.2. The medical necessity of such transportation will be determined by the allocated Contact Centre;
- 1.12.3. Any arrangements made with independent ambulance transportation services and not authorised and approved by the EMERGIVAC Client Services Centre with a reference number, are not the responsibility of the EMERGIVAC Client Services Centre in any way;
- 1.12.4. Should the inter-hospital transfer be requested due to the unavailability of other modes of transport and not due to medical necessity, the Client will be liable in full for the costs of transportation;

#### 1.13. Transfer of Medications and Emergency Blood

- 1.13.1. If lifesaving emergency medications or emergency blood products (thus excluding standard routine delivery and/or charges for blood) are required which cannot be obtained at the medical facility responsible for the Clients treatment, then the EMERGIVAC Client Services Centre shall arrange emergency medication or blood to be transported to the Client.

#### 1.14. Companionship and/or Care of Stranded Minors

- 1.14.1. In the event any minors are left stranded due to any medical emergency occurring whilst away from home, arrangements will be made to accompany the minors back to their residence or to other place of safety, both within the Area.

#### 1.15. Repatriation of Mortal Remains

- 1.15.1. This benefit is a service that allows for the transport of the Client's mortal remains, in excess of 180km from their residential town, back to their area of residence. This benefit is only available within the borders of South Africa.
- 1.15.2. Benefits
  - 1.15.2.1. All benefits are subject to an overall limit of R10 000 (ten thousand rand) per annum unless otherwise stated;
  - 1.15.2.2. The EMERGIVAC Client Services Centre retains the right to use the most reasonable and cost-effective solution;
  - 1.15.2.3. Any shortfall between actual cost and the allowance included in the individual benefits must be settled by the Client with the relevant Service Provider.

#### 1.16. Covid-19 Advice Helpline

- 1.16.1. In the event of a Covid-19 Incident, the Client may call the EMERGIVAC Client Services Centre for general Covid-19 advice.
- 1.16.2. The EMERGIVAC Client Services Centre will reasonably endeavour to assist the Client.
- 1.16.3. Incident based on information provided by the Client, alternatively, a person who has called the EMERGIVAC Client Services Centre on behalf of the Client.
- 1.16.4. The EMERGIVAC Client Services Centre will reasonably endeavour to render advice in accordance with the Client's description and assessment of the Covid Incident to assist the Client or the person who has contacted the EMERGIVAC Client Services Centre. This may include basic medical assistance and guidance regarding the provision of the medical assistance.
  - 1.16.4.1. The EMERGIVAC Client Services Centre may, upon an evaluation of Covid Incident, consider the applicable level of support required for assistance to the specific incident.
  - 1.16.4.2. In the event where a Service Provider is dispatched, the EMERGIVAC Client Services Centre may put the person who contacted the EMERGIVAC Client Services Centre in direct contact with the Service Provider to share information.
  - 1.16.4.3. Upon arrival at the scene of the incident, the Service Provider may, where reasonably and practically possible, take control over the incident and rendering of support to the Client.
  - 1.16.4.4. All advice should be regarded as advice and not as diagnostic assessment of the condition the Client may suffer.

#### 1.17. Gender-based Violence (GBV) Advice Helpline

- 1.17.1. In the event of a GBV Incident, the Client may call the EMERGIVAC Client Services Centre for general assistance or advice.
- 1.17.2. The EMERGIVAC Client Services Centre will reasonably endeavour to assist the Client and/or provide the relevant guidance.
- 1.17.3. Incident based on information provided by the Client, alternatively, a person who has called the EMERGIVAC Client Services Centre on behalf of the Client.
- 1.17.4. The EMERGIVAC Client Services Centre will reasonably endeavour to render advice in accordance with the Client's description and assessment of the Incident to assist the Client or the person who has contacted the EMERGIVAC Client Services Centre. This may include basic medical assistance and guidance regarding the provision of the medical assistance.
  - 1.17.4.1. The EMERGIVAC Client Services Centre may, upon an evaluation of Incident, consider the applicable level of support required for assistance to the specific incident.
  - 1.17.4.2. In the event where a Service Provider is dispatched, the EMERGIVAC Client Services Centre may put the person who contacted the EMERGIVAC Client Services Centre in direct contact with the Service Provider to share information.
  - 1.17.4.3. Upon arrival at the scene of the incident, if/when necessary, the Service Provider may, where reasonably and practically possible, take control over the incident and rendering of support to the Client.
  - 1.17.4.4. All advice should be regarded as advice and not as diagnostic assessment of any condition which the Client may suffer.

## 2. ROADSIDE ASSIST

### 2.1. Introduction

- 2.1.1. Whereas Clients may experience incidents on the road that requires urgent assistance, the
- 2.1.2. Customer Experience Centre renders help to get you back on your way;
- 2.1.3. Roadside Assistance is available 24 hours a day, 7 days a week, all days of the year throughout South Africa;
- 2.1.4. The Services described pursuant to the Benefit hereunder shall only be provided to the Client upon specific instruction from the Client.

### 2.2. General Introduction, Interpretation and Terms

- 2.2.1. This document must be read in conjunction with the document entitled General Introduction, Interpretation and Terms which is an integral part of this document.

### 2.3. The Benefit

- 2.3.1. The Benefit will be as follows:
  - 2.3.1.1. R2 000 per Client per Policy per Benefit Period for domestic policies;

### 2.4. General

- 2.4.1. Roadside Assistance is provided in the case of mechanical or electrical breakdown of the vehicle not caused by external factors or events such as accidents, theft, damage to vehicles pursuant to theft;
- 2.4.2. The Client, alternatively, any person authorised by the Client, shall be with the vehicle at the time of Service and assistance so that the Client or the authorised person may assist the Service Provider with inter alia signing the documentation required by the Service Provider, assisting the Service Provider to determine patent damages, handing over the vehicle keys and explaining the general vehicle queries where necessary;
- 2.4.3. In the event that neither the Client nor an authorised representative acting on behalf of the Client can be present with the vehicle as required above, the Client or the Client's authorised representative may authorise the Customer Experience Centre and Service Providers to continue with the requested support where the Customer Experience Centre and Service Provider will not be liable for any damages of any nature;
- 2.4.4. If the vehicle is still under warranty, the Customer Experience Centre reserves the right to refer the assistance to the warranty provider. Where the Customer Experience Centre has provided assistance for a vehicle under warranty, the Client shall absolve the Customer Experience Centre from any warranty disputes;
- 2.4.5. The Customer Experience Centre will not cover the cost of any parts or repairs that may need to be purchased or replaced on the Client's vehicle;
- 2.4.6. Any shortfall between the actual cost and the allowance included in the individual Benefits must be settled by the Client with the relevant Service Provider;
- 2.4.7. The Roadside Benefits only apply if assistance was arranged by the Customer Experience Centre.
- 2.4.8. The Client bears the onus to accurately inform the Customer Experience Centre where the vehicle is located and will be held liable for any extra costs incurred as a result of an inaccurate location provided to the Customer Experience Centre;
- 2.4.9. Where the Client claims the Roadside Benefit and it is later discovered that the incident was caused by the circumstances above, which may be a latent defect, then the Customer Experience Centre reserves the right to change the Benefit to Access Only.

### 2.5. Limitation of Liability and Indemnity

- 2.5.1. The Customer Experience Centre, Company or Service Provider who renders the Service pursuant to the Benefits hereunder will not be held liable for any liability whatsoever for any damage, loss or injury caused to the Client and / or their assets during the Service delivery, alternatively, due to the lack of the Service being rendered, alternatively, due to the fact that the Service was not properly rendered.

### 2.6. Towing of Vehicle

- 2.6.1. The Benefit provided is that the Customer Experience Centre may arrange a Service Provider to tow the Client's vehicle to the nearest repairer at the Customer Experience Centres election;

- 2.6.2. The Client may elect an alternative tow destination at their sole discretion provided this destination is either within 40km or will result in a similar Service Provider cost in accordance with 1.6.1;
- 2.6.3. Should the Client elect an alternative tow destination resulting in a higher cost than 1.6.2. then the additional costs will be for the account of the client;
- 2.6.4. The above Benefits are limited to a maximum Service Provider fee of R1500 per incident.
- 2.6.5. Thereafter the costs are for the account of the Client;
- 2.6.6. Any amount exceeding the Customer Experience Centre's liability will be immediately payable by the Client directly to the Service Provider;
- 2.6.7. In the case where no repairer is available the vehicle will be towed to the Service Providers (the towing company) premises and a second tow may be arranged when the repairer's premises opens;
- 2.6.8. In the event of a mechanical or electrical breakdown where the Client is more than 100km away from their permanent and principal place of Permanent Residence, The Client may claim ONE of the Benefits described in or in additional to per incident:
  - 2.6.8.1. Car hire:
    - 2.6.8.1.1. The Customer Experience Centre may arrange car hire for the Client;
    - 2.6.8.1.2. The Benefit covers car hire for 24 hours subject to an all-inclusive limit of R500 (five hundred rand) including value added tax per incident;
    - 2.6.8.1.3. Payment can be made by the Client directly to the Service Provider and submit a reimbursement claim to the Customer Experience Centre or the Service Provider can bill the Customer Experience Centre directly at the discretion of the Customer Experience Centre depending on the nature and term of the hire;
    - 2.6.8.1.4. The onus rests on the Client to ensure that the rand value limitation is adhered to;
    - 2.6.8.1.5. The Client shall be held liable for any amount charged by the Service Provider in excess of the Customer Experience Centre's obligation as shown above;
    - 2.6.8.1.6. If the Client requires a higher-level vehicle, this can be arranged;
    - 2.6.8.1.7. The higher rate will need to be paid by the Client at the time of renting the vehicle;
    - 2.6.8.1.8. The terms and conditions of the car hire company apply;
    - 2.6.8.1.9. The provision of car hire is subject to availability and subject to payment by the Client.
  - 2.6.8.2. Accommodation:
    - 2.6.8.2.1. The Customer Experience Centre may arrange accommodation for the Client for a maximum of 4 persons in an establishment of the Customer Experience Centre's choice;
    - 2.6.8.2.2. A limit of R500 (five hundred rand) including value added tax per Client per incident is applicable to this Benefit;
    - 2.6.8.2.3. Payment can be made by the Client directly to the Service Provider and submit a reimbursement claim to the Customer Experience Centre or the Service Provider can bill the Customer Experience Centre directly at the discretion of the Customer Experience Centre depending on the nature and term of the accommodation;
    - 2.6.8.2.4. If the Client requires extended or alternative accommodation, this can be arranged by the
    - 2.6.8.2.5. Customer Experience Centre on a best endeavour's basis;
    - 2.6.8.2.6. The higher rate will need to be paid by the Client at the time of checking in;
    - 2.6.8.2.7. The terms and conditions of the accommodation Service Provider apply;
    - 2.6.8.2.8. The provision of accommodation is subject to availability.
  - 2.6.8.3. Repatriation of your vehicle:
    - 2.6.8.3.1. In the event that the Client had to leave the vehicle for repairs at the place where the vehicle broke down, the Customer Experience Centre may arrange for repatriation of the vehicle;
    - 2.6.8.3.2. The Customer Experience Centre may provide assistance up to a maximum of R500 (five hundred rand) including value added tax towards repatriation of the vehicle;
    - 2.6.8.3.3. Payment can be made by the Client directly to the Service Provider and submit a reimbursement claim to the Customer Experience Centre or the Service Provider can bill the Customer Experience Centre directly at the discretion of the Customer Experience Centre depending on the nature of the repatriation;
    - 2.6.8.3.4. The Client bears the onus to accurately inform the Customer Experience Centre where the vehicle had been left and will be held liable for

any extra costs incurred as a result of an inaccurate location provided to the Customer Experience Centre;

- 2.6.8.4. The Client may be required to make payment for these benefits and submit a reimbursement claim to the Customer Experience Centre. The Client acknowledges that the nature of these claims may require payment in cash;
- 2.6.9. Roadside assistance is provided in the case of mechanical or electrical breakdown of the vehicle not caused by external forces or events;
- 2.6.10. For any towing arranged by the Customer Experience Centre, it is the Client's responsibility to ensure that all valuables are removed from the vehicle. The Customer Experience Centre nor the Service Provider will be held responsible for any loss/theft of items.

## 2.7. Vehicle Locksmiths

- 2.7.1. This Benefit is to assist the Client to gain access to their vehicle where said vehicle's keys has been broken in the locking system or locked in the vehicle. The Client will not be entitled to claim the towing Benefit where a locksmith is capable of resolving the incident;
- 2.7.2. The Customer Experience Centre may be liable for the cost of the Service Provider for the call out fee and 1st hour labour only;
- 2.7.3. This Benefit excludes:
  - 2.7.3.1. Any situation amounting to lost or stolen keys;
  - 2.7.3.2. The replacement cost of the key, remote-control or any other amenity found attached to the key;
- 2.7.4. The Client warrants that they are either the owner of the vehicle or have a legal right of use and thus authorized to access the vehicle and whereby the Client herewith indemnifies and holds the Customer Experience Centre, Company and / or Service Provider harmless against any damage, loss or injury caused to a third party as a result of the Client's unauthorized access to the vehicle;
- 2.7.5. The Client bears the onus to accurately inform the Customer Experience Centre where the vehicle is located and will be held liable for any extra costs incurred as a result of an inaccurate location provided to the Customer Experience Centre;
- 2.7.6. Should the Client require that the Service Provider renders the vehicle drivable by whatever other means these costs will be for the Client's account and the Customer Experience Centre will not be liable for any resultant repairs or damages.

## 2.8. Flat Tyre Assistance

- 2.8.1. If a Client needs assistance with replacement of a flat tyre, the Customer Experience Centre may dispatch a Service Provider to fit the Client's spare tyre;
- 2.8.2. It is the Client's responsibility to ensure that the vehicle is fitted with a spare tyre as well as the necessary tools to fit the spare tyre and moreover that the spare tyre is adequately inflated, ready for use and in working order;
- 2.8.3. The Customer Experience Centre does not cover the cost of the repair or the replacement of a tyre.
- 2.8.4. Should more than one tyre be flat, or the spare tyre not be suitable, and it is determined that flat tyre assistance cannot be provided, the vehicle will be towed to the nearest repairer;
- 2.8.5. If the Client identifies that more than one tyre is flat or the spare tyre is not suitable the Client may request a tow and the cost will be covered;
- 2.8.6. The cost of the Service Providers call-out fee and first hour labour will be covered.
- 2.8.7. The delivery of tyres is not included in this service.

## 2.9. Out of Fuel

- 2.9.1. If a Client is stranded next to the road because of running out of fuel, the Customer Experience Centre may upon request, dispatch a Service Provider to deliver fuel;
- 2.9.2. The cost of the fuel will be for the Client's account and should be paid directly to the Service Provider;
- 2.9.3. Specific brands of fuel cannot be guaranteed;
- 2.9.4. The cost of the Service Providers call-out fee and first hour labour will be covered.

## 2.10. Flat Battery

- 2.10.1. In the event of a vehicle refusing to start due to a flat battery, the Client can call the Customer Experience Centre who may dispatch a Service Provider to assist with a jump start or vehicle tow;
- 2.10.2. The Customer Experience Centre will always prefer to tow the vehicle to the nearest repairer due to the risks associated with jump starting a vehicle but primarily due to the possibility of damaging vehicles electronics due to a voltage surge;
- 2.10.3. If a Client insists on a jump start, the Client accepts full responsibility for any subsequent damage and costs that may result from the unsuccessful jump start of the vehicle;
- 2.10.4. The Company does not cover the costs of replacing the battery;
- 2.10.5. The cost of the Service Providers call-out fee and first hour labour will be covered.

## 2.11. Terms and Conditions

- 2.11.1. The following shall be considered eligible vehicles for the which the Client may claim:
  - 2.11.1.1. The vehicle has a legally valid license disc displayed;
  - 2.11.1.2. The Client must be the legal owner, alternatively, have a legal right to use the vehicle;
  - 2.11.1.3. The vehicle in question shall not exceed 3500 kilograms in weight (Non-Commercial vehicles);
  - 2.11.1.4. Motorcycles;
  - 2.11.1.5. Three wheelers;
  - 2.11.1.6. Trailers and Caravans being towed by the eligible vehicle;
  - 2.11.1.7. Dual wheel campers not heavier than 3 500 (three thousand five hundred) kilograms;
  - 2.11.1.8. Motorhomes not heavier than 3 500 (three thousand five hundred) kilograms;
  - 2.11.1.9. In any case only where the vehicle can be towed by a standard flatbed truck or towing Service Provider in alignment with the agreed upon claim Benefit amount herein contained;
    - 2.11.1.9.1. Vehicles which are specifically excluded are:
    - 2.11.1.9.2. Rental vehicles, i.e., vehicles which have been rented by the Client through a car hire company;
    - 2.11.1.9.3. Minibus taxis;
    - 2.11.1.9.4. Limousines;
    - 2.11.1.9.5. Any vehicle that cannot be towed by a standard flatbed truck or towing Service Provider.
- 2.11.2. The Customer Experience Centre shall not be obligated to render any Service or allow a claim in the following circumstances:
  - 2.11.2.1. Any vehicle which is not roadworthy or in good mechanical condition;
  - 2.11.2.2. Any claim where the vehicle is being driven by a person who does not hold a valid South African or other recognised and accepted driving license;
  - 2.11.2.3. Any claim which could have been prevented by routine servicing of the vehicle;
  - 2.11.2.4. Vehicles in a position or location where the Service Provider cannot reasonably provide assistance;
  - 2.11.2.5. Vehicles which are loaded beyond the legal limit and / or to such an extent which render it reasonably impossible to render the Service;
  - 2.11.2.6. Any claim as a result of:
    - 2.11.2.6.1. Running out of oil or water;
    - 2.11.2.6.2. Frost damage;
    - 2.11.2.6.3. Rust or corrosion;
    - 2.11.2.6.4. Un-roadworthy tyres;
    - 2.11.2.7. Any claim caused directly or indirectly by the use of alcohol or drugs.
  - 2.11.2.8. Any vehicle carrying more persons than the recommended limitations suggested by the manufacturer;
  - 2.11.2.9. The Client shall not be entitled to claim the Benefits herein provided for where the Service Provider cannot reach the Client by way of a recognised road, alternatively, where there are objects blocking the Service Provider's access;
  - 2.11.2.10. During severe weather conditions, civil disturbance or national emergencies, the company reserves the right to temporarily suspend service to clients who are not in a place of safety.

### 3. HOUSEHOLD ASSISTANCE

#### 3.1. Introduction

- 3.1.1. In the event of a home emergency, the Client can contact the EMERGIVAC Client Services Centre to request a suitable tradesman;
- 3.1.2. This is an assistance Service providing essential Services that may be required in an emergency within the principal house and adjoining buildings of the Client;
- 3.1.3. The Service is available 24 hours a day, 7 days a week;
- 3.1.4. The Service is inclusive of, and limited to, the callout fee & first hour labour charge;
- 3.1.5. Thereafter labour and any parts costs are for the Client's account;
- 3.1.6. Assistance is applicable for the private residence of the Client and does not extend to municipal or Eskom property.

#### 3.2. General Introduction, Interpretation and Terms

- 3.2.1. This document must be read in conjunction with the document entitled General Introduction, Interpretation and Terms and the Policy Wording, for the applicable cover level, which is an integral part of this document;

#### 3.3. The Benefit

- 3.3.1. The Benefit will be as follow:
  - 3.3.1.1. R2 000 per Client per Policy per annum for domestic policies.

#### 3.4. General

- 3.4.1. The nature of the Service may require a problem detection process where successive possible causes need to be eliminated to find the root cause of the problem;
- 3.4.2. The Client recognises that the Service Provider/s will attempt to identify the problem through a process of elimination;
- 3.4.3. This may require several interactions with the Service Provider/s to find the source and solution of the problem;
- 3.4.4. Each interaction with the Service Provider/s will be deducted from the Client's Benefits insofar as the interaction was reasonable with regards to the problem as determined by the EMERGIVAC Client Services Centre;
- 3.4.5. The Client, alternatively, any person authorised by the Client, shall be at Permanent Residence at the time of Service and assistance so that the Client or the authorised person may assist the Service Provider with inter alia signing the documentation required by the Service Provider, assisting the Service Provider to determine root cause of the problem;
- 3.4.6. In accordance with the above. where the Client signs any documentation upon the completion of the Service, it shall be deemed that the Client is satisfied with the Service rendered by the Service Provider;
- 3.4.7. If the Client is not satisfied with the Service rendered by the Service Provider, then the documentation should not be signed, and the matter should be agreed with the Service Provider;
- 3.4.8. If no agreement can be reached with the Service Provider, then the Client must phone the EMERGIVAC Client Services Centre to escalate the matter;
- 3.4.9. In the event that neither the Client nor an authorised representative acting on behalf of the Client can be at their Permanent Residence as required above, the Client or the Client's authorised representative may authorise the EMERGIVAC Client Services Centre and Service Providers to continue with the requested Service where the EMERGIVAC Client Services Centre and Service Provider will not be liable for any damages of any nature;
- 3.4.10. The authorised person shall be required to sign the necessary documentation required by the Service Provider where the Client is absent from their Permanent Residence – the Client shall ensure that the authorised person is competent to sign documentation and shall be bound to any such documents;
- 3.4.11. If the household contents applicable to the relevant Services described hereunder are still under warranty, the EMERGIVAC Client Services Centre reserves the right to refer the assistance to the warranty provider. Where the EMERGIVAC Client Services Centre has provided assistance for household contents under warranty, the Client shall absolve the EMERGIVAC Client Services Centre from any warranty disputes;
- 3.4.12. The Client must settle any shortfall between the actual cost and the allowance included in the individual Benefits with the relevant Service Provider;
- 3.4.13. The household Benefits only apply if the EMERGIVAC Client Services Centre arranged assistance.

#### 3.5. Limitation of Liability and Indemnity

- 3.5.1. The EMERGIVAC Client Services Centre, Company or Service Provider who renders the Service pursuant to the Benefits hereunder will not be held liable for any liability whatsoever for any damage, loss or injury caused to the Client and / or their assets during the Service delivery, alternatively, due to the lack of the Service being rendered, alternatively, due to the fact that the Service was not properly rendered.

#### 3.6. The Service

- 3.6.1. The EMERGIVAC Client Services Centre may arrange assistance with a Service Provider for the following emergencies:

ELECTRICAL	MOTORS	APPLIANCES
Faulty Lights	Gates	Microwave Ovens
Faulty Plugs	Swimming Pools	Stoves
Geyser Thermostats	Jacuzzi's	Fridges / Freezers
Geyser Elements	Garage Doors	Washing Machines
Power Failures	<b>PLUMBING</b>	
Distribution Boards	Blocked Drains	Tumble Dryers
Earth Leakage Relays	Water Leaks	Dishwashers
Faulty Circuits/ Distribution Boards	Geyser Valves and Elements	
Stove Plates / Elements	Blocked and Overflowing Toilets	<b>ELECTRONICS</b>
General House Wiring	Blocked Baths, Sinks and Taps	Televisions
Main Cables	Leaking Pipes	
Light Switches	Shower Outlets	<b>LOCKSMITHS</b>
Burnt Plug Points	Water Connections	Unlocking of Doors
Lighting Wiring		Replacement of Locks

#### 3.7. Electrical

- 3.7.1. Callout fee and 1 (one) hours labour is covered in the following emergencies only:
  - 3.7.1.1. Faulty lights & fittings – where the fault is tripping all the electricity in the main house;
  - 3.7.1.2. Faulty plugs – where the fault is tripping all the electricity in the main house;
  - 3.7.1.3. Faulty circuits/distribution boards – where the fault is tripping all the electricity in the main house;
  - 3.7.1.4. Power failures – excludes municipal problems;
  - 3.7.1.5. Earth Leakage relays;
  - 3.7.1.6. Geyser elements and thermostats;
  - 3.7.1.7. Stove plate elements and switches;
  - 3.7.1.8. General house wiring;
  - 3.7.1.9. Main cables;
  - 3.7.1.10. Light Switches;
  - 3.7.1.11. Burnt plug points;
  - 3.7.1.12. Lighting wiring.
- 3.7.2. The Benefit herein described shall have the following applicable exclusions:
  - 3.7.2.1. Repairs to obtain compliance certificates, and the issuing of compliance certificates;
  - 3.7.2.2. Upgrading of Infrastructure;
  - 3.7.2.3. Non-compliant installations as per the relevant regulations;
  - 3.7.2.4. Fault finding / Electrical detection;
  - 3.7.2.5. Jacuzzi, swimming pool or borehole pumps;
  - 3.7.2.6. Air conditioners and commercial refrigeration;
  - 3.7.2.7. Solar systems;
  - 3.7.2.8. Changing or replacement of light bulbs;
  - 3.7.2.9. Repair or replacement of specialized lighting or lighting fittings (for example neon lights, low voltage lights and the like)
  - 3.7.2.10. Repair or replacement of intercom or mircom systems
  - 3.7.2.11. Repairs or replacements of under floor heating;
  - 3.7.2.12. Refitting or replacing of tiles;
  - 3.7.2.13. Municipal power failures;
  - 3.7.2.14. Municipal connections;
  - 3.7.2.15. Any damage as a result of a power surge or lightning damage.

#### 3.8. Plumbing

- 3.8.1. Callout fee and 1 (one) hours labour is covered in the following emergencies only:
  - 3.8.1.1. Water leaks i.e. taps and toilets;
  - 3.8.1.2. Geyser valves & elements;
  - 3.8.1.3. Blocked and overflowing toilets;
  - 3.8.1.4. Blocked baths, sinks and taps;

- 3.8.1.5. Blocked drains, that can be resolved with the use of a standard 4 metre drain rod;
- 3.8.1.6. Leaking pipes;
- 3.8.1.7. Shower outlets;
- 3.8.1.8. Water connections;
- 3.8.2. The Benefit herein described shall have the following applicable exclusions:
  - 3.8.2.1. Repairs to obtain compliance certificates, and the issuing of compliance certificates;
  - 3.8.2.2. Upgrading of infrastructure;
  - 3.8.2.3. Cleaning septic tanks / French drains;
  - 3.8.2.4. Lifting or refitting tiles or paving;
  - 3.8.2.5. Use of drain machine or other specialised equipment;
  - 3.8.2.6. Water leak detection;
  - 3.8.2.7. Excludes Municipal connections;
  - 3.8.2.8. Non-compliant installations as per the relevant regulations;
  - 3.8.2.9. Blockage due to cement, collapsed pipes, extensive tree roots, or other foreign objects, which cannot be opened by standard drain equipment;
  - 3.8.2.10. Any blocked drains which cannot be accessed due to non-compliant installation (e.g. drain access not correctly catered for):
    - Replacement/re-routing of pipes;
    - 3.8.2.11. Replacement of taps;
    - 3.8.2.12. Solar systems;
    - 3.8.2.13. Specialised or imported sanitary ware;
    - 3.8.2.14. Underground water fault detection;
    - 3.8.2.15. Burst geyser(s) including any consequential losses – whether direct or indirect;
    - 3.8.2.16. Isolation of the geyser.

### 3.9. Appliances

- 3.9.1. The EMERGIVAC Client Services Centre shall be liable for the Service Provider's call out fee plus 1 (one) hours labour only;
  - 3.9.1.1. This Benefit is applicable to repairs for white goods only, thus, microwave ovens, washing machines, stoves (excluding extractor fans etc), fridge, freezer, dish washer and tumble dryers;
  - 3.9.1.2. The Client warrants that they are the lawful owner of the appliance claimed for, alternatively, they have an unconditional right to use the appliance and indemnifies the EMERGIVAC Client Services Centre, Company and / or Service Provider against any claim of damage, injury or loss howsoever arising from a third party as a result of a Service being rendered in respect of their appliances.
- 3.9.2. The Benefit herein described shall have the following applicable exclusions:
  - 3.9.2.1. Repair & replacement of faulty parts;
  - 3.9.2.2. Where the item is irreparable;
  - 3.9.2.3. Any appliance over the age of 8 years;
  - 3.9.2.4. Where the appliance is under the manufacturer's warranty – repairs by a third-party Service Provider will render the manufacturer's warranty null & void;
  - 3.9.2.5. Appliances used for commercial / industrial purposes or for hire;
  - 3.9.2.6. Repairs to external framework of the appliance;
  - 3.9.2.7. Cleaning, repair or replacement of filters, light bulbs, glass shelving or auxiliary items;
  - 3.9.2.8. Servicing of any nature;
  - 3.9.2.9. Ice makers;
  - 3.9.2.10. Gas refills;
  - 3.9.2.11. Handheld appliances;
  - 3.9.2.12. Any item that has not been adequately maintained.

### 3.10. Locksmiths

- 3.10.1. Callout fee and 1 (one) hours labour is covered for unlocking of doors and the replacement of locks;
- 3.10.2. The Client warrants that they are authorised to enter the premises;
- 3.10.3. The EMERGIVAC Client Services Centre does not cover the cost of the key or remote-control replacements;
- 3.10.4. The locksmith's services may cause the Client damage whereby the Client acknowledges that the general indemnification applies to such Damages;
- 3.10.5. The Benefit herein described shall have the following applicable exclusions:
  - 3.10.5.1. Replacement of keys, albeit vehicle keys, house keys, office keys, safe keys or any other type of key, and locks;
  - 3.10.5.2. Opening of safes.

### 3.11. Electronics

- 3.11.1. This Benefit is applicable to repairs for televisions;
- 3.11.2. The Client warrants that they are the lawful owner of the electronic equipment claimed for, alternatively, they have an unconditional right to use the electronic equipment and indemnifies the EMERGIVAC Client Services Centre, Company and / or Service Provider against any claim of damage, injury or loss howsoever arising from a third party as a result of a Service being rendered in respect of their appliances.
- 3.11.3. The Benefit herein described shall have the following applicable exclusions:
  - 3.11.3.1. Where the item is irreparable;
  - 3.11.3.2. Any electronic equipment over the age of 5 years;
  - 3.11.3.3. Where the appliance is under the manufacturer's warranty – repairs by a third-party Service Provider will render the manufacturer's warranty null & void;
  - 3.11.3.4. Electronics used for commercial / industrial purposes or for hire;
  - 3.11.3.5. Repairs to external framework of the appliance;
  - 3.11.3.6. Any item that has not been adequately maintained;
  - 3.11.3.7. Handheld electronic equipment;
  - 3.11.3.8. Any other electronic equipment not stated in 3.11.1.

### 3.12. General and Specific Exclusions Applicable to Benefit

- 3.12.1. The EMERGIVAC Client Services Centre nor the Company will not be liable for:
  - 3.12.1.1. Borehole pumps and motors;
  - 3.12.1.2. Internet and Wi-Fi connections;
  - 3.12.1.3. Brown appliances whether in-house, or workshop or outdoor;
  - 3.12.1.4. Main line services of the local municipality or external provider of utilities.
  - 3.12.1.5. Any event that would be insurance related where the Client could claim from the Insurance Company;
  - 3.12.1.6. Loss or damage caused by fire, lightning, storm, water, malicious or accidental damage, theft or any risks covered in terms of a standard multi-peril or personal lines insurance policy;
  - 3.12.1.7. Compensation for consequential damage of any nature;
  - 3.12.1.8. Repair or replacement of any breakdown to items or any part thereof covered by the manufacturers / installer's warranty / guarantee or the National Home Builders Registration Council's Warranty Scheme;
  - 3.12.1.9. Upgrading of infrastructure;
  - 3.12.1.10. Damage occurring in connection with or resulting from aesthetic defects such as cracks, scratches or dents insofar as they do not adversely affect the normal operation of the Insured Property;
  - 3.12.1.11. Breakdown of items or parts recalled or to be recalled by the manufacturer/installer;
  - 3.12.1.12. Any Damage the Client may incur as a result of the Service Provider's conduct in rendering their service;
  - 3.12.1.13. This is an emergency repairs product. It is not a maintenance product and should not be used in lieu of maintenance;
  - 3.12.1.14. Maintenance of any kind;
  - 3.12.1.15. The Company will not be liable for any claims not reported to the EMERGIVAC Client Services Centre or where we have not appointed the Service Provider.

## 4. EMERGI-GUARD

### 4.1. Interpretation and Terms

- 4.1.1. This document is a Policy Wording wherein the Product, EMERGI-GUARD, is explained.
- 4.1.2. The Policy Wording, for the applicable level of cover, must be read in together with the General Terms and Conditions.
- 4.1.3. The Client irrevocably and unconditionally represents, warrants and guarantees that they will be bound to the terms of this Policy Wording, as well as the General Terms and Conditions, by making use of the EMERGI-GUARD Product.
- 4.1.4. In certain circumstances, the Client may elect to create Sub-Members and where Sub-Members are created, the Client irrevocably and unconditionally warrants, represents and guarantees that:
  - 4.1.4.1. They have made this Policy Wording and the General Terms and Conditions available to the Sub-Member;
  - 4.1.4.2. That the Sub-Member seeks to be bound to Policy Wording and General Terms and Conditions;
  - 4.1.4.3. Where the Sub-Member is a minor, that the Client accepts the Policy Wording and General Terms and Conditions on behalf of the minor;

- 4.1.4.4. Where, the Sub-Member is married to the Client in community of property, that the Client and Sub-Member collectively agree to be bound to the Policy Wording and General Terms and Conditions.
- 4.1.5. Any conflict in the interpretation of a term contained in this Policy Wording and the General Terms and Conditions shall be resolved as follows:
- 4.1.5.1. The interpreter shall define the conflicting term in its ordinary meaning, given the context in which the term is used;
- 4.1.5.2. If the ordinary meaning does not resolve the conflict, then the interpreter shall ascribe a meaning to the term which affords EMERGIVAC the greatest protection, alternatively, which is the least onerous on EMERGIVAC.
- 4.1.6. The following terms and phrases may be used throughout this Policy Wording and when found, either in upper- or lowercase, as the case may be, the word or phrase shall carry the meaning herein after ascribed to it:
- 4.1.6.1. "App" means the smartphone software made available to Clients which has been designed to allow the Client to perform specified tasks and claim selected Benefits;
- 4.1.6.2. "Emergency Service Providers" means a third-party service provider who is not a Responder, yet, who is dispatched to the Client's Location, either on their own accord, through a third-party or by the EMERGIVAC Client Services Centre. These service providers may include ambulance services, the South African Police Services, the fire brigade or similar service providers;
- 4.1.7. "Location" means the following:
- 4.1.7.1.1. Firstly, the place where the Client's smartphone is situated, which may be determining the GPS location of the smartphone used to activate the Panic Activation; or
- 4.1.7.1.2. Failing the above, the last known active location of the Client's smartphone; or
- 4.1.7.1.3. Failing the above, the place where the Client activated the Panic Activation; or
- 4.1.7.1.4. The Client's location as communicated by the Client.
- 4.1.8. "Panic Activation" means the activation of a distress signal by a Client within the Response Area which may be directed to a Responder for a Response;
- 4.1.9. "EMERGI-GUARD" means the EMERGI-GUARD Product as described and elaborated upon hereunder;
- 4.1.10. "Push Notifications" means an automated message/notification containing information sent by the App to the Client's smartphone without the Client prompting the notification;
- 4.1.11. "Responder" means an armed and/or unarmed rapid response Service Provider who may be called upon to respond to a Client's Panic Activation;
- 4.1.12. "Response" means the Responder's actual response to a Panic Activation once activated by the Client through the virtual panic activation;
- 4.1.13. "Response Area" means the area within which the Responders are able to provide a Response to the Client, subject thereto that the Response Area will be limited to the Republic of South Africa;
- 4.1.14. "Sub-Member" shall mean a person to whom the Client has allocated the EMERGI-GUARD Benefit as part of their Policy, which Sub-Member will, by implication, be regarded as a Client who is entitled to the Product Benefit as provided for herein;
- 4.1.15. "Technical Requirements" means the technical requirements required to be able to claim the Benefit;

## 4.2. Introduction

- 4.2.1. EMERGI-GUARD is a Product made available to qualifying Clients as a selected Benefit.
- 4.2.2. The Benefit intends to provide support to the Client by facilitating the dispatch of a Responder to the Client's Location, subject to the Client fulfilling the Technical Requirements.
- 4.2.3. EMERGI-GUARD incorporates smartphone technology combined with GPS location to autonomously connect a Responder to a Client by means of a virtual panic button when a Panic Activation is activated.
- 4.2.4. EMERGIVAC, through its EMERGIVAC Client Services Centre, manages and oversees the Services when claimed by the Client, which oversight and management forms part of the Benefit.

## 4.3. The Benefit

- 4.3.1. EMERGI-GUARD allows the Client to activate a Panic Activation by using the virtual panic button on the App, alternatively, by prompting the Panic Activation by contacting the EMERGIVAC Client Services Centre.
- 4.3.2. Panic Activations activated through the App require strict fulfilment of the Technical Requirements.
- 4.3.3. Once the Client has activated a Panic Activation, a Responder may be dispatched to the Client's Location in order to provide the Client with support

- irrespective of whether the Client seeks to cancel and/or recall the Panic Activation once activated.
- 4.3.4. A Responder will seek to gain access to the Client's property, to provide the Client with the relevant assistance. This being in an Armed or Unarmed manner.
- 4.3.5. The response time within the Response Area will be reasonably facilitated in the shortest possible time.
- 4.3.6. Responder arrival times may vary based on proximity of incident to the nearest Responder and other limiting factors mentioned in this Policy Wording.
- 4.3.7. The Responder's dispatch may be:
- 4.3.7.1. Prompted by a technology platform which notifies a
- 4.3.7.2. Responder who is nearest to the Client's Location; or
- 4.3.7.3. Prompted through contacting the EMERGIVAC Client Services Centre, who may then utilise the technology platform to notify a Responder who is nearest to the Client's Location.
- 4.3.8. The Benefit seeks to increase Response accuracy by utilising the technology described above to facilitate a Responder nearest to the Client's Location.
- 4.3.9. Clients are exposed to various Responders within a network of contracted Service Providers as opposed to the traditional response service offered by individual Service Providers. This facilitates faster response times as the Client need not rely on a single contracted Service Provider for assistance.
- 4.3.10. EMERGI-GUARD may only facilitate a Response to reasonably assist the Client to a place of safety, alternatively, assist the Client until Emergency Service Providers arrive at the scene. The costs associated to an Emergency Service Provider is not included in the Benefit and will be deemed Access Only, thus, payable by the Client to the Emergency Service Provider, unless the contrary is expressly stated in a separate Policy Wording forming part of the Client's Policy.
- 4.3.11. By activating the Panic Activation, the Client:
- 4.3.11.1. Undertakes and represents that the Client seeks to have a Responder dispatched to the Location;
- 4.3.11.2. Consents to and/or acknowledges that:
- 4.3.11.2.1. The Responder has a discretion whether to respond to the Panic Activation;
- 4.3.11.2.2. The Client's Personal Information may be Processed from EMERGIVAC to the Responder – the Client bears the onus to seek that their Personal Information held by the Responder be destroyed or returned;
- 4.3.11.2.3. The Responder will have access to the Client's Location;
- 4.3.11.2.4. The Responder will reasonably endeavour to travel to the Client's Location in order to provide the required support;
- 4.3.11.2.5. The Responder may seek to gain access to the Client's home, vehicle or place of residence alternatively, a third-party's home, vehicle or place of residence where the Client is Located;
- 4.3.11.2.6. The Responder cannot guarantee the Client's safety and well-being when dispatched to the Client's Location.
- 4.3.11.3. Acknowledges that the Panic Activation will reduce their number of allowable Panic Activations as per clause 4.4.1 below.
- 4.3.12. The EMERGIVAC Client Services Centre may simultaneously be notified when a Client activates a Panic Activation and may reasonably endeavour to assist in the facilitation of the Response activated by the Client.
- 4.3.13. The EMERGIVAC Client Services Centre may assist the Client by providing their standard related management services applicable to an emergency situation.
- 4.3.14. The EMERGIVAC Client Services Centre will reasonably endeavour to oversee all Responses and may offer back up support in dispatching Emergency Services, such as the South African Police Services, ambulances, if required.

## 4.4. EMERGI-GUARD Usage and Fair Usage Policy

- 4.4.1. The Client's EMERGI-GUARD Benefit is subject to a fair usage policy:
- 4.4.1.1. All Clients will be limited to a maximum of 4 (four) Panic Activations per Benefit Period;
- 4.4.1.2. Once the Client has used their allocated 4 (four) Panic Activations within a Benefit Period, then all other Panic Activations within the Benefit Period shall be deemed Access Only.
- 4.4.2. When a Client activates a Panic Activation on an Access Only basis, then the Client will be liable for payment of the Panic Activation, which will be determined by the typical cost of the Responder plus a case management fee. The Access Only cost shall be invoiced to the Client and shall be payable within 7 (seven) days.
- 4.4.3. If the Client fails, refuses and/or neglects to make payment of the Access Only invoice, then the Client acknowledges that EMERGIVAC may suspend

the Client's Benefit until such time as the Access Only invoice has been settled in full.

4.4.4. The Client acknowledges that they would have activated a Panic Activation, thus reducing the amount of Panic Activations available to the Client within the Benefit Period, the moment:

4.4.4.1. A Panic Activation is activated from the Client's smartphone through the App; or

4.4.4.2. The Client prompts the EMERGIVAC Client Services Centre to utilise the technology platform in order to dispatch a Responder to the Client's Location and

4.4.4.3. Notwithstanding:

4.4.4.3.1. The fact that the Client may not have intended to activate a Panic Activation for the purpose of having a Responder dispatched to the Client's Location;

4.4.4.3.2. The fact that the Client seeks to cancel a Panic Activation once same has been activated; or

4.4.4.3.3. The fact that a third-party activates a Panic Activation from the Client's smartphone.

#### 4.5. Benefit Limits and Exclusions

4.5.1. The Benefit does not include on-going guarding/protection services. The Responder may accordingly vacate the scene and end the Panic Activation once third-party Service Providers have arrived.

4.5.2. The Benefit is not intended to fulfil the role and function of the South African Police Service nor the 10111 emergency number.

4.5.3. The Client may only claim the Benefit for personal use – the Responder's Response is not intended for either commercial use, re-sale, sub-contracting, nor use by a third-party.

4.5.4. EMERGIVAC shall not be liable for the cost of network service provider charges which may be incurred by the Client in using the App.

4.5.5. The Client's Benefits are not transferable and the Client shall not be entitled to cede, transfer or assign any of their rights in and to the Benefit to a third-party.

4.5.6. The Client's Benefits will not roll over from one Benefit Period to the other in such instance that the Client not utilise the Benefit allowance within a specified Benefit Period.

#### 4.6. Technical Requirements

4.6.1. In order to claim the Benefit through activating the virtual panic button on the App, the Client must ensure that:

4.6.1.1. The Client owns and has physical possession of a smartphone;

4.6.1.2. The smartphone must be turned on, have sufficient battery power when the Client seeks to activate the Panic Activation and not be damaged to such an extent that the App cannot be accessed and/or used;

4.6.1.3. The smartphone must be capable of downloading, installing and using the App.;

4.6.1.4. The Client's smartphone must enable location sharing with the App as well as background app refresh;

4.6.1.5. The Client's smartphone must be connected to a telecommunications network provider and the communications services must be enabled and operational and must be located in an area which allows the smartphone to connect to a telecommunications network provider so that the Client may access and use the App;

4.6.1.6. Push Notifications should be activated and allowed;

4.6.1.7. The Client must have sufficient cellular mobile network data to use the App.

4.6.2. EMERGIVAC cannot, and does not, warrant, guarantee nor represent that the App will be compatible with the Client's smartphone – the Client will ensure that their smartphone is compatible with the App.

4.6.3. The Client unconditionally and irrevocably accepts the App terms of use and acknowledges that same is required in order to activate a Panic Activation through the App.

#### 4.7. No Warranty

4.7.1. The use of the App and subsequent activation of the Panic Activation is at the Client's own risk.

4.7.2. The Product requires a level of integration between various role players between the Client and the Responder. The EMERGIVAC Client Services Centre does not as such, represent, warrant or guarantee that:

4.7.2.1. The required integration between the various role players will at all times be successful and/or possible;

4.7.2.2. The Responder will react to the Panic Activation timeously, or at all;

4.7.2.3. The Panic Activation will stop and/or deter criminal activity;

4.7.2.4. The Responder will act in accordance with the Client's instruction;

4.7.2.5. The Responder is willing and able to provide the support which had been claimed;

4.7.2.6. The Client's goods, if stolen, will be returned;

4.7.2.7. The App will work on the Client's smartphone;

4.7.2.8. The App will be upgraded and updated from time to time;

4.7.2.9. The App will run on the Client's smartphone uninterrupted;

4.7.2.10. Any information shared to the App or made available to the Client through the App is correct and/or accurate;

4.7.2.11. Any information shared with the Client concerning the Benefit by a Broker is correct and/or accurate, whereby such information will not be binding on EMERGIVAC; and/or

4.7.2.12. The Benefit claimed, and Service rendered will necessarily have the desired outcome as may be expected by the Client.

4.7.3. The Benefit is not intended to:

4.7.3.1. Constitute or replace an insurance policy;

4.7.3.2. Act as a guarding/protection agency;

4.7.3.3. Retrieve the Client's assets and goods; and

4.7.3.4. It is hereby recorded that EMERGIVAC makes no warranty of whatsoever nature in respect hereof.

#### 4.8. Indemnity

4.8.1. The Client's attention is drawn to the General Terms and Conditions in respect of the general indemnification.

4.8.2. The Client represents, warrants and guarantees that they agree and consent to the provisions regulating the general indemnification as contained in the General Terms and Conditions.

4.8.3. The general indemnity applicability and specified terms shall be supplemented as follows:

4.8.3.1. The Responder/EMERGIVAC Client Services Centre's inability to locate and identify the Client;

4.8.3.2. The EMERGIVAC Client Services Centre's refusal to dispatch a Responder;

4.8.3.3. The functionality of the App and/or EMERGIVAC Client Services Centre;

4.8.3.4. Any claim received by a Client in which they claim that the EMERGIVAC Client Services Centre failed to render the Service claimed;

4.8.3.5. The general conduct of the EMERGIVAC Client Services Centre and/or Responder.

#### 4.9. Monetary Limitation of Liability

4.9.1. The Client's attention is drawn to the General Terms and Conditions in respect of the monetary limitation of liability.

4.9.2. The Client represents, warrants and guarantees that they agree to the provisions regulating the monetary limitation of liability as contained in the General Terms and Conditions.

#### 4.10. Circumstances Beyond the EMERGIVAC Client Services Centre / Responder's Control

4.10.1. The EMERGIVAC Client Services Centre shall not be liable and/or obligated to render the Service under this Benefit in so far as it is proven that such failure was caused because of one or more of the following:

4.10.1.1. An act of God;

4.10.1.2. War;

4.10.1.3. Acts of violence;

4.10.1.4. Blockades;

4.10.1.5. Poor road conditions;

4.10.1.6. Motor vehicle traffic;

4.10.1.7. A lack of network service provider signal, whether this hinders the Client from activating to a Panic Activation or the Responder from a Response;

4.10.1.8. Strikes or boycotts (whether impacting the EMERGIVAC Client Services Centre or the Responder);

4.10.1.9. Force majeure;

4.10.1.10. Load shedding;

4.10.1.11. Failure of the smart technology and integration architecture upon which EMERGI-GUARD is premised;

4.10.1.12. Any material delay caused by the Responder;

4.10.1.13. The Responder's inability to access the Client's premises, house or vehicle, which access may be prohibited by estate security, access control security or any other private security entity; and/or

4.10.1.14. Any event or occurrence that cannot reasonably be controlled, changed, averted or managed by reasonable human intervention.

4.10.2. The Parties recognise that the occurrence of the grounds mentioned in clause 4.10.1 create the impossibility of performance.

4.10.3. The indemnity and limitation of liability in clauses 4.8 and 4.9 apply where the EMERGIVAC Client Services Centre and/or Responder's performance is rendered impossible as a result of the grounds stated above.

## EMERGIVAC GENERAL TERMS AND CONDITIONS

### 1. Introduction

- 1.1. This General Terms and Conditions serves as the basis upon which EMERGIVAC is to render the required and agreed upon Services to and for the benefit of Clients in terms of the selected cover level and Client benefits.
- 1.2. The Client unconditionally and irrevocably agrees to the content of this Terms and Conditions, yet, moreover the rights, obligations, restrictions and limitations incorporated into this document which may be readily made available to the Client upon requesting same.
- 1.3. The Client acknowledges that each Benefit, Product and Service offered by EMERGIVAC is embodied in a separate Policy Wording, or Policy Wording, based on the Cover Level chosen and paid for by a Client. Each Policy Wording is to be read with the general rights, obligations, restrictions and limitations contained in this General Terms and Conditions – the provisions herein contained will accordingly be applicable to the various Benefits, Products and Services offered by EMERGIVAC.

### 2. Definitions and Interpretations

- 2.1. The following terms and phrases may be used throughout the General Terms and Conditions and Policy Wording and when found, either in upper- or lowercase, as the case may be, the word and phrase shall carry the meaning herein after ascribed to it:
  - 2.1.1. "Access Only" means those Benefits claimed by the Client and at the special instance of the Client, the Client thus being liable for the full cost of the Benefit claimed which will be payable directly by the Client to the Service Provider and/or EMERGIVAC, as the case may be;
  - 2.1.2. "Area" means the Area in which the Benefit is made available to the Client as indicated in the Policy Wording, alternatively, and where so applicable, the Republic of South Africa whereby all other sovereign jurisdictions are excluded from the Area;
  - 2.1.3. "Benefit" means the Service and/or Product as better described and elaborated upon in the Policy Wording, which Service and/or Product is offered by EMERGIVAC to the Client, subject to the Client qualifying for the said Benefit;
  - 2.1.4. "Policy Wording" means the written description, terms, conditions, rights, obligations, restrictions and limitations of each individual Benefit or Cover sought by the Client;
  - 2.1.5. "Benefit Limits" means the specified limitations, exclusions or restrictions applicable to Benefits within a Benefit Period;
  - 2.1.6. "Benefit Period" means the period during which a Client is entitled to claim their selected Benefits, which period will commence upon the policy inception and endure until terminated, alternatively, until such time that the Client no longer qualifies for the Benefit;
  - 2.1.7. "Claim Services" means those services which are to be rendered to the Client as per the Policy;
  - 2.1.8. "Client" or "Member" means any Person who is entitled to receive selected and applicable Benefits upon complying with the Company's membership requirements;
  - 2.1.9. "Company" means The Activation Agency (Pty) Ltd. duly registered in accordance with the Companies Act, 71 of 2008 (as amended) with registration number 2008/004372/07 is an authorized service provider FSP No. 44785 and shall, together with the EMERGIVAC Client Services Centre, be regarded as the person who is responsible for rendering the services and managing the Benefits;
  - 2.1.10. "Underwriter" means Clientele Life Assurance Company Limited, a licensed long-term insurer duly registered with the Companies Act, 71 of 2008 (as amended) with registration number 1973/016606/06, an authorized financial services provider, FSP No. 15268 and shall be regarded as the person who is responsible for the underwriting of the insured long term insurance benefits offered on the EMERGIVAC product only.
  - 2.1.11. "Client Services Centre" or "CLC" means Customer Loyalty Consultants Proprietary Limited, a private limited liability Company duly registered in accordance with the Companies Act, 71 of 2008 (as amended), with registration number 2015/055927/07, who conducts its operations at Building 23, Cambridge Office Park, 5 Bauhinia Crescent, Highveld Techno Park or any other suitable place of business that may be used for administration and as a EMERGIVAC Client Services Centre from time to time at the sole discretion and election of EMERGIVAC as the case may be;
  - 2.1.12. "Damages" means any form of damage, loss, injury, death or harm, whether caused by the Company, EMERGIVAC Client Services

Centre, a Service Provider and/or third-party, whether by negligence, gross negligence or wilful conduct, incurred by the Client directly, indirectly, whether of a patrimonial or non-patrimonial, special, consequential, punitive or constitutional nature and shall include claims for special economic loss, special or general Damages or any other Damages as recognised in law;

- 2.1.13. "General Terms and Conditions" means this document embodying the general terms, conditions, rights, obligations and/or exclusions which are applicable to all Benefits and Products offered by EMERGIVAC;
  - 2.1.14. "Permanent Residence" means, in the case of a natural person, the Client's permanent or ordinarily domiciled place of residence where Client refers to the individual person only, and in the case of a commercial policy the company's physical address;
  - 2.1.15. "Person" means any reference to an individual, firm, company, corporation, partnership, association, unincorporated body of persons, trust, State or governmental authority, employee, contractor, any other representative or any other entity including a person's lawful successor;
  - 2.1.16. "Personal Information" means information received by the Company from the Client in relation to the Client's name, surname, vehicle make, vehicle colour, vehicle license plate number, vehicle identification number, vehicle location (whether determined by a tracking system or otherwise), electronic mail address, physical address, postal address, cellular number and/or other contact information, occupation, identity number, date of birth, medical aid name, medical aid membership number, medical information, health impairments (if any), blood type, race, religion, ethnic background, nationality, gender as well as any information as envisaged under the Protection of Personal Information Act, 4 of 2013 which may be required by the Company and/or EMERGIVAC Client Services Centre to identify Clients and their Benefits;
  - 2.1.17. "Policy" means the collective Benefits selected by the Client for their use which shall be deemed a group of Benefits that the Client is entitled to per Benefit Period. The Policy will accordingly comprise of this General Terms and Conditions as well as each Policy Wording selected by the Client;
  - 2.1.18. "Product" means the collective Services offered by EMERGIVAC which forms part of the Benefits which may be made available to the Client;
  - 2.1.19. "Service" means the Service rendered to the Client by a Service Provider pursuant to a Benefit being claimed by the Client;
  - 2.1.20. "Service Provider" means a Service Provider, including but not limited to, the Service Provider's associates, agents, employees, assigns and sub-contractors, as the case may be, subject to the Service Provider being available within the Area, who is instructed by the EMERGIVAC Client Services Centre, at the Clients special instance, to assist the Client once Benefits are claimed and who shall be responsible to render the relevant Service to the Client in accordance with the Benefit claimed;
  - 2.1.21. "Unverified Client" means a Client who makes use of, attempts to make use of or contacts the EMERGIVAC Client Services Centre with the purpose of claiming a Benefit, whether they are entitled to such a Benefit or not, and who, for purposes of verification, cannot be verified or identified as a Client by the EMERGIVAC Client Services Centre.
- 2.2. The headings in this document have been inserted for convenience, yet, may be taken into consideration in the interpretation of the subsequent sub-clause/s in order to ascertain the true meaning of the words within their context, interpretation or understanding as well as, or in the alternative to, ascribe the ordinary meanings of the words used.
  - 2.3. Headings shall not be used to confer any rights or obligations on any of the interested Person herein described.
  - 2.4. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any interested Person, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this document.
  - 2.5. Where a specific term has been defined in a specific clause, either in this General Terms and Conditions or the Policy Wordings, then such a term shall carry the same meaning throughout this General Terms and Conditions and Policy Wording, where applicable and should the context so allow notwithstanding the fact that the term is not in the definition's clause.
  - 2.6. The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including"

followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.

- 2.7. The words "will" and "must" used in the context of any obligation or restriction imposed on a Party shall have the same meaning as the word "shall" which denotes a peremptory obligation imposed on a party.
- 2.8. The interpretation clause, as well as the definitions herein used, shall be applicable to each Policy Wording.

### 3. Abuse/Misuse of Benefits

- 3.1. The objective of the Benefits made available to the Client is to enable the Company and/or EMERGIVAC Client Services Centre to assist the Client, as well as other clients as a general body, with Claims Services in relation to Products/Services as and when required by such clients.
- 3.2. The Client acknowledges that the Benefits claimed are subject to certain annual restrictions and limitations per Benefit Period.
- 3.3. The Client shall be entitled to the full Membership Benefits which may be apportioned during a Benefit Period due to either a pro rata apportionment or the commencement of the Benefit Limits.
- 3.4. Unused Benefits are not transferrable to a new Benefit Period where the Client renounces their right to claim the remainder of any unused Benefit in a subsequent Benefit Period. Benefits are furthermore not transferable to third parties, even where such a third-party is related to the Client.
- 3.5. An abuse and/or misuse of Benefits shall refer to a situation where the Client may have excessively claimed a single Benefit, alternatively, a group of Benefits, during the Benefit Period having the effect that the claim allowances applicable to such Benefit have been exhausted, subject to the unilateral determination of the excessiveness by the Company and/or EMERGIVAC Client Services Centre.
- 3.6. The Client's abuse and/or misuse of Benefits will, in most instances, result in the depletion of the allocated Benefit allowance per Client – the Client recognises that this may adversely prejudice the Company's body of clients as a whole.
- 3.7. If the Company and/or EMERGIVAC Client Services Centre reasonably suspect that the Client is abusing and/or misusing the Benefits, the Client may be:
  - 3.7.1. Notified by the EMERGIVAC Client Services Centre and/or Company that the Client is excessively claiming a Benefit:
    - 3.7.1.1. This may have the effect that their future right to claim such Benefit may be limited, restricted and/or revoked;
    - 3.7.1.2. This notification may be made either by post, short message service (also known as sms), electronic mail or other means of communication;
  - 3.7.2. Warned that the Company may suspend the Client's right to claim the Benefit for the remainder of the Benefit Period.
- 3.8. The Company and/or EMERGIVAC Client Services Centre may continuously monitor the Client's use of a Benefit to ensure that the Client does not abuse and/or misuse their Benefits within a Benefit Period.
- 3.9. If it is found that the Client is abusing and/or misusing their Benefits, then the Company and/or EMERGIVAC Client Services Centre may:
  - 3.9.1. Assess the Client's future claims of the abused and/or misused Benefit on an ad hoc basis for the remainder of Benefit Period; and
  - 3.9.2. Suspend the Client's use of the Benefit they have abused / misused for the remainder of the Benefit Period.

### 4. Client Listings

- 4.1. The Client shall ensure that they provide the Company and/or EMERGIVAC Client Services Centre with accurate, complete, eligible and up to date Personal Information as well as other required information, in order to allow the EMERGIVAC Client Services Centre to identify which Benefits the Client is entitled to and render the applicable Service/Product as herein envisaged.
- 4.2. The Client shall ensure that the Company and/or EMERGIVAC Client Services Centre is updated as to any change of their Personal Information as well as other information that may be required.
- 4.3. Changes in Personal Information shall be sent to the Company in writing, which shall include updates by electronic mail.

### 5. Unverified Clients

- 5.1. The EMERGIVAC Client Services Centre reserves the right, in their sole, exclusive and absolute discretion, to refuse assistance to Unverified Clients.
- 5.2. In such instances where the EMERGIVAC Client Services Centre grants an indulgence and allows an Unverified Client to claim a Benefit, such Unverified Client shall be solely and exclusively liable to make payment of any costs and

satisfy any claim howsoever arising from a Service Provider for the Benefit claimed.

- 5.3. The EMERGIVAC Client Services Centre may require the Unverified Client to make payment of a deposit and/or direct and/or upfront payment to the Service Provider prior to the Benefit being claimed. The EMERGIVAC Client Services Centre may demand satisfactory proof that such payment has been made.
- 5.4. The Company and/or EMERGIVAC Client Services Centre shall ensure that the Unverified Client receive a full refund of any amount paid directly to a Service Provider where, after an internal investigation, it is found that the Unverified Client is indeed a Client of the Company and eligible to receive the Benefit claimed.
- 5.5. Should it be found that an Unverified Client is indeed a Client, then the Client herewith renounces their right to claim any amount in compensation for any Damages, loss or injury suffered as a result of the Company and/or the EMERGIVAC Client Services Centre's inability to verify the Client's status as Client.

### 6. Selection and Safety of the Service Provider

- 6.1. The Company and/or EMERGIVAC Client Services Centre rely on Service Providers to render Services, assistance and manage claims lodged by the Client.
- 6.2. The Company and/or EMERGIVAC Client Services Centre shall reasonably endeavour to dispatch the relevant Service Provider to render assistance to the Client in accordance with the applicable Benefit claimed pursuant to an evaluation of the incident.
- 6.3. The Client may not refuse the Services of a Service Provider which has been elected by the Company and/or EMERGIVAC Client Services Centre to render the Service for the Benefit claimed.
- 6.4. If the Client refuses the Services of the Service Provider dispatched by the EMERGIVAC Client Services Centre, the Service Provider shall not render the required Service. The Client shall be liable for the full cost of the Service Provider, notwithstanding the fact that the Client had not received such Service, which shall be payable as follows:
  - 6.4.1. By the EMERGIVAC Client Services Centre, if the Client has the required Benefit, by reducing the Benefit Limit;
  - 6.4.2. If the Client has no Benefits, then only directly to the Service Provider within 5 (five) days of the Service;
  - 6.4.3. By the Client either in cash or by monthly debit from their banking account.
- 6.5. The Company and/or EMERGIVAC Client Services Centre reserves the right to unilaterally suspend the Client's entitlement to a Benefit claimed where the Service Provider, in their sole discretion and upon assessment of the Client's personal circumstances and surroundings, deems it harmful to their person, property or equipment to render the Service at a particular location, which suspension shall endure until such time that the Service Provider deems it safe.
- 6.6. The Client acknowledges that they may be exposed to third party service providers which may not always be appointed, nominated and/or selected by the EMERGIVAC Client Services Centre. This may be applicable, yet not specifically limited to, the so called "first come first serve" rule being exercised between a general body of service providers.
- 6.7. Where the EMERGIVAC Client Services Centre has requested a Service Provider to assist the Client and the Client, on their own accord, contacts an independent third party to render the same Service which has been claimed, then the Client shall be liable for the costs of the independent service provider as well as the costs of the Service Provider which shall be payable by the Client in accordance with clause 6.4.
- 6.8. The Client herewith renounces their right to claim any amount in compensation for any Damages, loss or injury suffered as a result of the Company and/or EMERGIVAC Client Services Centre's election to suspend the Benefit claimed as a result of:
  - 6.8.1. The Service Provider's safety determined in accordance with clause 6.5; or
  - 6.8.2. The Client's refusal to receive the Services in accordance with clause 6.3;
  - 6.8.3. Whereby the Client renounces their right to claim any such Damages, loss or injury from the Company and/or EMERGIVAC Client Services Centre and/or Service Provider.
- 6.9. The Service Providers that are contracted by the EMERGIVAC Client Services Centre for any assistance Services are independent contractors. Although every effort is made to monitor and assess these Service Providers, the responsibility for loss, damage or unsatisfactory workmanship remains with the Service Provider. The EMERGIVAC Client Services Centre will,

however, make every effort to resolve any dispute that may arise, conditional upon the complaint being received in writing within 48 hours of the incident.

- 6.10. The Company, or through the EMERGIVAC Client Services Centre, will first seek to recover or settle any claims, for any services or treatment provided, from the Client's Medical Aid Plan should the terms of their Medical Aid Plan allow, failing which the relevant amounts will be recovered or settled through their EMERGIVAC plan, subject to the applicable cover limits or benefit amounts available.

## 7. Complaints

- 7.1. The Client can direct any general complaints to the EMERGIVAC Client Services Centre as follows:
- 7.1.1. Telephonically by dialling 010 271 4362; or
  - 7.1.2. By electronic mail to [complaints@EMERGIVAC.co.za](mailto:complaints@EMERGIVAC.co.za)
- 7.2. The Client can direct any general complaints to the Company(The Activation Agency) as follows:
- 7.2.1. Telephonically by dialling 087 825 1149; or
  - 7.2.2. By electronic mail to [complaints@activationagency.co.za](mailto:complaints@activationagency.co.za)

## 8. Client Information

- 8.1. The term "Process", "Processing" or any derivative thereof means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including:
- 8.1.1. The collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
  - 8.1.2. Dissemination by means of transmission, distribution or making available in any form; or
  - 8.1.3. Merging, linking, as well as restriction, distribution, erasure or destruction of information.
- 8.2. The Client recognises that the processing of their Personal Information is an essential part of allowing the Company and/or EMERGIVAC Client Services Centre to process the Client's claim and render the applicable Service in accordance with their Benefits. This may be interpreted as the "intended purpose" for which Personal Information is processed.
- 8.3. Personal Information is processed as follows:
- 8.3.1. Client -> Company -> EMERGIVAC Client Services Centre -> Underwriter -> Service Provider -> Other Third Party And Vice Versa
- 8.4. The Client accordingly unconditionally consents that the Company and/or EMERGIVAC Client Services Centre may process and/or share their Personal Information, alternatively, any other information not formally classified or defined as Personal Information, to a Service Provider or third party, alternatively, to any person who acts as an agent for the EMERGIVAC Client Services Centre, alternatively, to whom any of the obligations herein imposed may be transferred, alternatively, to any person who is to render the claimed Service to the Client in order to achieve the intended purpose.
- 8.5. The Client recognises that the Company is the responsible entity holding its Personal Information. The Client consents to their Personal Information being transferred from the Company to the EMERGIVAC Client Services Centre in order to allow the EMERGIVAC Client Services Centre to verify the Client's membership and process and/or share such information to a third party for the intended purpose.
- 8.6. The Client recognises and agrees that the amount of Personal Information gathered, transferred and processed by the Company and/or EMERGIVAC Client Services Centre is not excessive in relation to the intended purpose.
- 8.7. The Company and/or EMERGIVAC Client Services Centre shall reasonably endeavour to prohibit the further processing of Personal Information by third parties to whom the Client's Personal Information has been transferred and/or provided. The Company does not however warrant that the Client's Personal Information will not be further processed as this may be required in order to ensure that the Company and/or EMERGIVAC Client Services Centre fully renders the agreed upon Service as referred to in 8.3.1.
- 8.8. The Company and/or EMERGIVAC Client Services Centre may provide the Client with a record of Personal Information as well as a processing record held by the Company and/or EMERGIVAC Client Services Centre when requested by the Client.
- 8.9. The Company and/or EMERGIVAC Client Services Centre shall amend any Personal Information which is incorrectly recorded in accordance with the Client's instructions, said instructions to be received either telephonically or in writing.
- 8.10. The Company and/or EMERGIVAC Client Services Centre shall ensure strict compliance with any instruction received by the Client in terms of a prohibition

of processing the Client's Personal Information. The Client however recognises that this may impact the Company and/or EMERGIVAC Client Services Centre's ability to render the Services as required by the Client from time to time.

## 9. General Indemnification

- 9.1. For avoidance of any doubt whatsoever, the Client unconditionally and irrevocably agrees that the general indemnification provided for herein shall apply to each Benefit and accordingly be incorporated in each Policy Wording notwithstanding the fact that said Policy Wording fails to refer to this clause.
- 9.2. The Client acknowledges that the EMERGIVAC Client Services Centre may make use of third-party Service Providers to render the Services which from part of the Selected Benefits claimed by the Client. These Service Providers differ between the various Products offered by the EMERGIVAC Client Services Centre and as such, this general indemnification is applicable to each such Service Provider.
- 9.3. The Client unconditionally and irrevocably indemnifies and holds the Company and/or EMERGIVAC Client Services Centre harmless for any liability arising from any negligent, grossly negligent or wilful conduct (whether by omission or commission) or misconduct of the EMERGIVAC Client Services Centre and/or Company and/or Service Provider which causes the Client any form of Damages, either directly, indirectly or consequentially, whereby the Client absolutely renounces their right to demand and/or claim any such Damages from the Company and/or EMERGIVAC Client Services Centre.
- 9.4. The indemnification in clause 9.3 above applies equally to:
- 9.4.1. A Client or third party's claim in relation to the Client or third party's property/assets, whether movable, immovable, corporeal or incorporeal, which may be damaged by a Service Provider;
  - 9.4.2. Any Damage caused by the Service Provider as a result of their theft or dishonesty;
  - 9.4.3. Any Damage caused by the Service Provider as a result of their inability and/or refusal to render a Service/Product, alternatively, fulfil a claim.
- 9.5. The Client herewith guarantees and warrants that they have the required consent to allow a Service Provider access to any property, premises, vehicle and/or general area which may not be under the Client's control (direct or indirectly) in order to allow the Service Provider to render the Service claimed – the Client unconditionally and irrevocably indemnifies and holds the Company, EMERGIVAC Client Services Centre as well as the Service Provider harmless against any claim of Damages by a third party as a result of:
- 9.5.1. A Service Provider who may trespass a third party's property, premises, vehicle and/or general area which may not be under the Client's control;
  - 9.5.2. A Service Provider who renders assistance to third parties, whether on the request of the Client or third party, or out of necessity;
  - 9.5.3. A Service Provider who causes any Damages to a third party as well as their property/assets, whether movable, immovable, corporeal or incorporeal.
- 9.6. The Company and/or EMERGIVAC Client Services Centre makes no warranty and/or guarantee that the Benefit claimed, and Service rendered will necessarily have the desired outcome as may be expected by the Client whereby the Client unconditionally and irrevocably renounces their right to pursue any claim for Damages against the Company and/or EMERGIVAC Client Services Centre based on their expectation of a Claim Benefit.
- 9.7. This general indemnification and the absence of any warranty and/or guarantee, in relation to the Company and/or EMERGIVAC Client Services Centre, shall apply to:
- 9.7.1. All Benefits claimed by the Client;
  - 9.7.2. All Services rendered by the Company, EMERGIVAC Client Services Centre and/or Service Provider;
  - 9.7.3. All conduct by Service Providers.
  - 9.7.4. Circumstances beyond the EMERGIVAC Client Services Centre and/or Service Provider's control.
- 9.8. The Client's indemnification of the Service Provider, and not the EMERGIVAC Client Services Centre or Company, may be revoked where the Client alleges and proves in a South African court that the Service Provider, who has caused the Client damage, harm or loss, acted wilfully or with gross negligence in causing such damage, harm or loss.

## 10. Monetary Limitation of Liability

- 10.1. In those instances where the Company and/or EMERGIVAC Client Services Centre may be liable toward the Client for any Damages in terms hereof, then in no such case whatsoever shall the Company's / EMERGIVAC Client Services Centre's liability, irrespective of the nature or manner in which such liability arose, exceed whichever is the least of the following respective amounts:
- 10.1.1. The value of any special Damages suffered by the Client;
  - 10.1.2. 1 year of the debit order fee payable by the Client to the Company;
  - 10.1.3. R50 000.00 (fifty thousand rand).
- 10.2. The Client recognises that the Company is a separate juristic entity; the Company may, in its sole and absolute discretion, without prejudice and in the absence of a relaxation of the indemnification in clause 9 above, offer to pay the Client either of the amounts listed above in order to settle any liability dispute which may arise between the Client and the Company. Such offer shall not cause the EMERGIVAC Client Services Centre and/or Supplier to be held liable for any Damages or part thereof.

## 11. General Terms and Conditions

- 11.1. The following general terms and conditions shall apply to the Client notwithstanding the nature of the Benefit claimed or Service rendered to the Client:
- 11.1.1. Services and Benefits shall only be provided to active, fully paid up Clients who have ensured that their Personal Information is updated and who continually comply with the membership requirements imposed by the Company;
  - 11.1.2. Services and Benefits shall only be provided to Clients without outstanding balances owing to the EMERGIVAC Client Services Centre;
  - 11.1.3. Prior to rendering any Service, the EMERGIVAC Client Services Centre will do all such reasonable things to validate the Client and/or verify that the Client is eligible for the Service claimed;
  - 11.1.4. The EMERGIVAC Client Services Centre may require the Client to provide it with proof of identification prior to a Service being rendered;
  - 11.1.5. Limits imposed herein by the Company shall apply either per Policy, per Benefit Period or per insurable item where applicable to the Service as the case may be as per the applicable product policy wording.
- 11.2. The Company and/or EMERGIVAC Client Services Centre reserves their right to temporarily suspend Services to Clients and/or Unverified Clients during severe weather conditions, civil disturbance, acts of God, acts of violence, war, strikes, pickets, boycotts, national emergencies or any other situation commonly known and referred to as force majeure which prohibits the Company and/or EMERGIVAC Client Services Centre and/or Service Provider to render the Services required by the Client.
- 11.3. The Client shall be restricted from ceding, transferring and/or assigning any of the Benefits, rights or obligations herein contained and applicable to the Client or to a third party.
- 11.4. The Client's right to claim Benefits shall be revoked upon the Client's death, non-payment of the monthly amount owed, sequestration or failure to comply with any other condition imposed on the Client by the Company.
- 11.5. The laws of the Republic of South Africa will govern this General Terms and Conditions.
- 11.6. If the Client makes any form of misrepresentation either in completing the Company's application form, providing the EMERGIVAC Client Services Centre with false and/or incorrect information or in general, then the Benefits herein may, at the election of the Company, be revoked without further notice to the Client. The Client may still be liable for payment of amounts due to the Company for a Benefit Period in the Company's sole and absolute discretion.
- 11.7. The general indemnification shall apply where the Client's misrepresentation causes damage to third parties.
- 11.8. The Client shall reimburse the EMERGIVAC Client Services Centre and/or the Company within one month of receiving written request to defray any expense for which the EMERGIVAC Client Services Centre is not liable. Such a request shall be sent to the Client by post, electronic mail, SMS, WhatsApp, Facebook, push notification on the App or by hand delivery or any other means of communication.
- 11.9. No claim or refund due and owing to the Client under this policy shall carry interest.
- 11.10. Payment of any claim under the Policy Wording shall only be made in the Republic of South Africa. The Client bears the onus and cost to arrange payment to an international destination through the use of a payment facilitator.

- 11.11. In any situation where the Client's risk for Service is adequately covered under any insurance policy, then such cover shall be utilised by the Client before the Client seeks to claim any Benefit in terms hereof.
- 11.12. If at any time any claim arises under this policy for a Benefit covered by any insurance or scheme covering the same expenses, loss, damage or liability for which the Client has claimed, the EMERGIVAC Client Services Centre shall not pay more than their rateable proportion of such claim and shall insist that the Client claim from their insurance.
- 11.13. Where the Client claims a Benefit, which is found to have been excluded by this document, then the Service will be deemed to have been rendered on an Access Only basis.
- 11.14. The EMERGIVAC Client Services Centre reserves their right to unilaterally amend this Document at any time, which amendment shall become effective by 30 (thirty) days' notice to the Client. Notice, for purpose hereof, may be sent by electronic mail, post or short message service. The Client unconditionally and irrevocably agrees to be bound to the amended terms of this Document.
- 11.15. The following shall be applicable where the Client is an adult, thus, above the age of 18, and/or where the Client is married to a third party in community of property, and the Client has elected to extend Benefits to their minor child/ren and/or marital partner:
- 11.15.1. The Client accepts the terms of this Document as well as those of the Policy Wordings on behalf of minor child/ren to which Benefits have been extended;
  - 11.15.2. The Client unconditionally and irrevocably warrants and guarantees that they have either obtained their marital partner's permission to receive the Benefits or permit the Benefits to be shared with their marital partner, as the case may be.
- The EMERGIVAC Client Services Centre reserves their right to cease rendering any Service or Product to the Client in such instance