



Terms and Conditions

1. Quoted monthly rates will not change at any point of the agreed upon contract.
 1. However should a client wish to make amendments to their plan, prices will be restructured accordingly.
2. Quoted rates EXCLUDE special usage vehicle, these being the following (towing vehicles, ambulances or emergency vehicles)
 1. Private security fleet and passenger transportation will be provided will separate T&C's to suit their special needs for doing business.
 2. Service Plan holders traveling more than the standard kilometers will be subject to excess fees upon claims if they exceed the Fair Usage Policy clause.
3. Quoted rates include VAT.
4. The service basket agreement will come to an end once the either the kilometer or term option is concluded, whichever comes first.
 1. Should the plan holder reach their kilometers before the duration stipulated in the plan (e.g. 36 months), the service plan holder will be therefore need to settle the account via an upfront payment to Auto Guard SA.
 2. Should the plan holder also wish to terminate the plan prematurely after having claimed benefits, they may be liable to settling their account based on the value of benefits claimed and monies debited by Auto Guard SA at that time.
5. Auto Guard SA service basket does not serve as a maintenance plan. Strictly a service plan for replacement parts. This is however limited to major service limited items such as brake pads and drum linings.
 1. Auto Guard SA does not cover the following items on a the first service claim:
 1. Transmission Oils
 2. Cambelt change
 3. T-Belt change
6. Clients are encouraged to check www.autoguardsa.co.za for the detailed list of common inclusions and exclusion to the baskets.
7. Quoted rates and intervals for service baskets are based on the information provided by the manufacturer of the vehicle quoted, informing Auto Guard of the type of service the customer will receive.
8. No service basket claims will be accepted within first 3 months of the service plan basket.
 1. Service claims within this period (3 months of signing up) will be granted to clients that make necessary arrangements to provide an excess payment to cover the costs of the urgent service to be done.

2. Clients are encouraged to enquire prior requesting a service on their vehicle via email at info@autoguardsa.co.za
9. Successful service basket claims will be granted upon receiving **3** successful full premium payments in a three month period.
 1. This excludes once-off sign on fees
 2. Service plans take effect after the first successful debit order, to kick start 90-day period/3 months)
10. First Major service claims within a 6-10 month window could attract up to a 70% excess of the total cost of the major service amount.
 1. This will result in an amendment of the service plan in response to this upfront payment.
11. Having paid the full amount on point of sale terms/once-off, claims can be made after 30 days of receiving payment.
12. Termination clause details the circumstances under which the parties may end their legal relationship and discontinue their obligations under the agreement. Under common law, the parties may terminate the agreement for material or fundamental breach of the agreement.
 1. Clients can cancel their Service Plan at any time by giving Auto Guard SA at least 21 business days' notice in text, or by contacting our information desk at info@autoguardsa.co.za or phoning into 087 135 5982 to speak to a consultant.

The clause may expand or limit the common law right to terminate and may contain the following termination events, which may be mutual or unilateral, and optionally include a right to cure. Clients may terminate their contract with Auto Guard SA in the event of the following:-

1. Clients receives unsatisfactory service from the service provider and amending cannot be executed.
2. Clients may terminate their contract with Auto Guard SA in the event of misinformation transferred.
3. Clients will be refunded monies due to within 30-60 days of a successful cancellation.
 - a. Cancellation fee of R250 of total contract value will be withheld for administration fees.
 - b. If you cancel your Service Plan before its start date and you have not made any claims on the plan, you will be entitled to a refund as set out in the plan.
 - c. A monthly charge will be levied upon cancellation to cover account maintenance and deduction fees.
 - d. Clients who are in breach of contract, caused by unpaid debit orders will not be entitled to a full refund to cover extra costs in the upkeep of their plan with Auto Guard
 - i. This would be by means of re-submitted debit order that would have returned unpaid or no authority to debit.
13. Auto Guard SA will withhold the services of the Service Plan immediately if the client fails to make a payment due in terms of your Service Plan agreement on the due

date. Clients will not be entitled to any of the benefits offered in terms of this Service Plan until all outstanding payments are made to Auto Guard SA. Should there be any projected payment issues from the client, they are encouraged to contact the info desk via email info@autoguardsa.co.za or phoning into 087 135 5982 to speak to a consultant.

1. Should you fail to make a payment in terms of this agreement, by the agreed due date stated, the plan will be suspended immediately and you will not be entitled to any of the benefits offered in terms of the plan
 2. After failing to receive a payment, Auto Guard SA has the right and will attempt to re-debit your account immediately after the scheduled date. If the second attempt is not successful, your plan will be canceled and you will not be entitled to a refund or benefits thereof. Auto Guard SA retains the right to collect outstanding fees as well as any shortfall on the plan, including legal fees as a result of taking legal action.
 3. Any persons with two or unpaid debit orders will be excluded from receiving service benefits when submitting a claim.
 1. Benefits will only be rectified once unpaid amounts are deposited directly into the Auto Guard account.
 2. Benefits will only be re-instated 14 days after a direct deposit/EFT is made and the following months debit order has cleared into the Auto Guard account.
14. Service baskets run for a set period of time, in years or kilometers covered.
15. It is the client's responsibility to avoid being in default or breach of the Service Plan agreement, as it will result in the termination of the Service Plan. A default or breach happens when you fail to meet material requirements of an agreement. In the case of a Service Plan, this includes:
1. Not servicing your car regularly and at the service intervals set out in your service manual.
 2. Failing to comply with the instructions in the manufacturer's manual relating to the use, care and maintenance of your car.
 3. Respecting/adhering to the fair FUP:
 1. Private vehicles under this service plan are to adhere to a 1500-2000 km traveling spend per month.
 2. If you feel that you travel more than this per month, speak to an Auto Guard SA advisor to make special arrangements to your plan to cater for traveling needs.
16. Client service plan responsibilities are set out below, should these be breached you will not be entitled to any of the benefits provided for in your Service Plans:
1. Have your car serviced as per manufacturer requirements (see your owner's manual)
 2. Stick to your service deadlines
 3. Have your car serviced at Auto Guard SA-approved facilities only
 4. Follow the service procedure
 5. Follow the prescribed claims procedure when you take your car in for a service or repairs
 6. Take all reasonable steps to keep your car in a good, roadworthy condition
 7. Drive responsibly

8. Perform regular preventative maintenance on your car, as per manufacturer requirements (this includes, but is not limited to, checking engine oil levels, coolant levels and tyre pressure)
9. Take all reasonable steps to protect your car from further loss or damage if mechanical or electrical failure occurs
10. Adhere to the limitations set out in your owner's manual in terms of weight and passenger numbers.
11. Use your car for its intended purpose only.
12. Theft, injury, loss of income
 1. Under no circumstances can you, or your spouse, child, dependent or any other person, hold us responsible for the following:
 1. Any damage, destruction, loss or theft of your vehicle or its contents as a result of the service of your vehicle by the approved facility.
 2. Any injury, disability or loss of life suffered by you or any of your passengers or any pedestrian or driver of another vehicle as a result of the service of your vehicle by the approved facility.
 3. Any loss of income, or loss of or payment of any money, by you or any of your passengers or any pedestrian or driver of another vehicle as a result of the service of your vehicle by the approved facility.