



TERMS & CONDITIONS

1. Membership

- 1.1 Hamba Safe service is a membership offering.
- 1.2 Any person that has reached the age of 18 years or older may apply for the membership.
- 1.3 The service to its members is available once consent and personal information is received
- 1.4 You consent that Hamba Safe may access and share the following
 - past and future medical records
 - criminal records
 - official documentation related to the accident a member might be involved in
 - Including Official Accident Report (OAR) form the South African Police Service (SAPS), Ambulance report
 - all other personal information required by Hamba Safe, to the extent reasonably necessary to render the Services
- 1.5 The membership will commence on the commencement date stated in the membership schedule and Hamba Safe has received the first membership fee payable for your membership, subject thereto that the member consent to the T's&C's of the services.
- 1.6 Hamba Safe shall send a digital membership card to the contact number provided by means of SMS, WhatsApp and/or email

- 1.7 The member will only qualify for the Services once Hamba Safe has received the prescribed data and member has been successfully onboarded as described in 1.3.

2. Hamba Safe

- 2.1 Hamba Safe provides to its members, administrative support, information storage and facility services ("Services") subject to the terms and conditions stipulated in these Terms and Conditions ("T's&C's").
- 2.2 In providing the Services, Accisure shall use the Member's information with consent to obtain legal documents confirming the incident where a member was injured, place the Member in contact with an appropriate medical treatment facility ("Medical Facility") in the event that the Member was involved in an accident as a driver or passenger in a motor-vehicle and qualify for medical treatment as described in the RAF Act. 56 of 1996.
- 2.3 Accisure will facilitate the admission to the Medical Facility by providing the necessary information to the Medical Facility in order to expedite the transfer to the Medical Facility and the admission of the Member to the Medical Facility
- 2.4 Admission of any member is subjected to the member agreeing with the terms and conditions of the various service providers.

3. Use of Services

- 3.1 The member will be able to use the Services if they were injured. as passenger in a motor-

Vehicle, taxi or bus accident qualifying for 100% compensation as described by the RAF on the RAF Act. 56 of 1996 and require medical treatment.

- 3.2 The member or a person on their behalf, will phone 0860 22 22 42 to inform Hamba Safe of the incident and injuries sustained.
- 3.3 The member or the person activating the Services on your behalf, will be requested to provide the following information: membership number as displayed on the Membership Card or identification number. details regarding the accident, location, time, registration numbers of vehicles involved, and names and ID numbers of injured persons as legally required to be captured on the Official Accident Report (OAR) by the South African Police services (SAPS). Accisure will provide through its call centre agents and area representative all reasonable assistance to collect the completed OAR and assure accuracy.
- 3.4 This information will be used by Accisure to verify the member was involved in a legal road accident that will entitle the member to receive private medical care that will be paid for by the Road Accident Fund.
- 3.5 You or a person on your behalf will give information on the nature of your injuries sustained to the Accisure consultant who determine the nature of the medical treatment the member might need. Accisure will then: identify the nearest suitable Medical Facility to the member that will be able to provide further ongoing medical support to the member. Accisure will contact the Medical Facility and provide them with the information stored by Accisure as well as any other relevant information provided in the OAR, ambulance report or medical report required to admit the member under the RAF Act. once confirmed that the Medical Facility will accept the member, the transfer to the Medical Facility will be facilitated by Accisure by providing your information, location as well as the member's relevant medical records to the Medical Facility. if the Medical Facility is unable to accept the member all reasonable steps will be taken to identify the next available Medical Facility. Once

the member is accepted at the Medical Facility all medical treatment required by the member will be determined by the different service providers until full recovery.

3.6 All medical expenses will be claimed by the individual service providers from the RAF.

4. Exclusions of Services

- 4.1 If the member was involved in criminal activity at the time of the accident.
- 4.2 If a member as a foreigner is illegally in the country at the time of the accident, has an expired work permit, an expired visa, or for any other reason.
- 4.3 If member as driver has any apportionment/liability suspected/expected or possibly foreseen.
- 4.4 If member as a passenger was the cause of the accident as indicated on the OAR.
- 4.5 If the accident occurred outside the borders of South Africa (RSA).

5. Services not provided by Hamba Safe

- 5.1 The Services of Hamba Safe are limited to verifying the incident with the relevant documentation supplied and to facilitate transfer and admission to the Medical Facility.
- 5.2 Hamba Safe will under no circumstances whatsoever cover any of the costs associated with the member being admitted to or treated at or conveyed to the identified Medical Facility.
- 5.3 Hamba Safe is not liable for any errors that arise due to inaccurate or incomplete documentation or reports that are provided by the member or a person acting on your behalf including the SAPS.

5.4 Admission to and further care at the Medical Facility will be provided to the member in terms of a separate agreement that will be entered into between the member and the relevant Medical Facility.

5.5 Hamba Safe is neither associated nor affiliated to any such Medical Facilities and is in no way responsible to the member in respect of any services provided or not provided at the identified Medical Facility. Hamba Safe is not liable in any matter whatsoever to settle the member's accounts with the Medical Facility so identified.

6. Exclusion of Liability

Hamba safe is brought to you through The Third Party Service provider Accisure, contact number 0861 222 478 info@Accisure.co.za 1st Floor, @Alzu Building, Dolerite

7. General Exclusion of Liability

7.1 Neither Hamba Safe, nor its directors, employees, representatives, agents and/or shareholders shall be liable to the member or to any third party for any loss, liability, damage, expense or penalty of any nature whatsoever, which the member or any such third party may suffer or incur, whether directly or indirectly, as a result of, or which may be attributable to or caused by any act or omission pursuant to these T&C and the rendering of the Services, unless such loss, liability, damage or expense is directly attributable to fraud, dishonesty or gross negligence on the part of Hamba Safe or its directors, employees, representatives, agents and/or shareholders.

7.2 The maximum extent permitted by law, the maximum liability of Hamba Safe its directors, employees, representatives, agents and/or shareholders in terms of or in respect of these T&C or the rendering of the Services shall in all circumstances be limited to the value of the membership fees received by Hamba Safe.

- 7.3 Force Majeure If Hamba Safe is prevented from or delayed in performing any of the Services as a result of a Force Majeure Event, then it will be excused from the performance or punctual performance, as the case may be, of the Services from the date on which the Force Majeure Event occurred and for as long as the circumstances or prevention or delay may continue.
- 7.4 A "Force Majeure Event" means circumstance beyond the reasonable control of Hamba Safe which will include but is not limited to war, invasion, act of foreign enemy, hostilities or warlike operations (whether that be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power, confiscation or destruction or requisition by order of any regulatory authority, or any other act of state, including prevention or denial of trade, sanctions or closure of borders; and any earthquake, flood, fire, drought or other physical disaster or any other any act of God; or strike, lockout or other industrial action by employees or any interruption of electricity supply.

8. Whole agreement

These T's&C's contains all the terms agreed on by the member and Hamba Safe in respect of the Services and the member waive the right to rely on any alleged terms not expressly contained in these T&C