



**MOTOR
TYRE AND RIM PROTECT**

POLICY WORDING

Underwritten by Infiniti Insurance Limited
An Authorised Financial Service Provider • FSP No: 35914

Section 1 – General Operative Clause

This Policy and the Schedule are the contract between Infiniti Insurance Limited (the Insurer), administered by FI Insure (we/us/our), the Insured and other Insured(s) stated in the Schedule. Any application/proposal or statement/declaration made by yourself or on your behalf will form the basis of this Policy and be part thereof.

In consideration of and upon receipt of the premium, we will cover you, subject to the terms, exclusions, and conditions of this Policy, against occurrences for which you are covered under this Policy, that occur during the period of insurance as stated in the Schedule.

We will cover and/or compensate, at our discretion, the legal entity with insurable interest or you by direct payment, replacement or repair of such property described in the Schedule, damaged as a result of the “Insured Events” (Section 3 below) occurring during the period of insurance, provided that the sum insured will not exceed the sum insured under this Policy.

You must comply with the terms and conditions of the policy.

It is the Insured(s) responsibility to ensure that your details are correct.

Section 2 – Definition of Terms

- A. The **Insurer** will mean Infiniti Insurance Limited, an Authorised Financial Service Provider.
- B. The **Underwriting Manager (we/us/our)** will mean FI Insure an Authorised Financial Service Provider.
- C. **Policy** will mean the policy with FI Insure which will cover the Motor Tyre(s) and Rim(s). This Policy can only be issued and will only be valid once the Comprehensive Motor Insurance section on your Personal Lines or Commercial Policy (**underlying policy**) has been issued to the Insured(s).
- D. **Schedule** will mean the Policy schedule issued by FI Insure.
- E. **Underlying Policy** will mean a fully enforceable Personal Lines or Commercial Policy with a Comprehensive Motor insurance cover with FI Insure which covers all vehicle(s) for accidental damage, fire, and theft in South Africa.
- F. **You/the Insured** means the person named in the schedule. G. He/His also means she/hers and vice versa.
- H. Head notes are for reference only and do not affect the interpretation of the policy.

Section 3 – Insured Events

- A. This Policy will cover you for the direct damage caused to any Tyre(s) and Rim(s) of the specified vehicle, subject to the specific exclusions. (Section 4 - Point C below)
- B. **Accidental Damage**
We will cover you for the cost of repair or replacement of a Tyre and Rim including valves, balancing and labour in the event of loss due to damage caused by hard braking, cuts, burst, road inequalities and potholes.
- C. This Policy is subject to the general conditions, exclusions, and definitions of the Underlying Policy cover (being your latest insurance Underlying Policy covering all your vehicles comprehensively) unless specifically stated otherwise.
- D. Should the Underlying Policy Insurer repudiate your claim for any reason whatsoever, no cover will be in force in terms of this Policy.

Section 4 – Sum Insured Limits

A. Subject to the Terms and Conditions of the Policy, the amounts payable will be calculated as follows:

OPTION 1:

- Tyres: The cost of replacement is limited to the amount as specified on the Schedule as per Option 1) per tyre, subject to a maximum of 2 (two) tyres per incident. Limited to 2 (two) claims per annum.
- Rims: The cost of repair or replacement is limited to the amount as specified on the Schedule (as per Option 1) per rim, subject to a maximum of 2 (two) rims per incident Limited to 2 (two) claims per annum.

OPTION 2:

- Tyres: The cost of replacement is limited to the amount as specified on the Schedule (as per Option 2) per tyre, subject to a maximum of 2 (two) tyres per incident. Limited to 2 (two) claims per annum.
- Rims: The cost of repair or replacement is limited to the amount as specified on the Schedule (as per Option 2) per rim, subject to a maximum of 2 (two) rims per incident. Limited to 2 (two) claims per annum.

OPTION 3:

- Tyres: The cost of replacement is limited to the amount as specified on the Schedule (as per Option 3) per tyre, subject to a maximum of 2 (two) tyres per incident. Limited to 2 (two) claims per annum.
- Rims: The cost of repair or replacement is limited to the amount as specified on the Schedule (as per Option 3) per rim, subject to a maximum of 2 (two) rims per incident. Limited to 2 (two) claims per annum.

B. BETTERMENT

Unless a Betterment Waiver has been purchased and is reflected on the Policy Schedule, Betterment will be deducted from the replacement value of your tyre(s), based on the tread used which is converted into a percentage of total tread and applied in accordance with the table below.

| MM Wear | Betterment % |
|---------|--------------|
| 0 – 1MM | 100% |
| 1MM | 10% |
| 2MM | 10% |
| 3MM | 10% |
| 4MM | 10% |
| 5MM | 10% |
| 6MM | 10% |
| 7MM | 10% |
| 8MM | 10% |

C. The maximum limit of indemnity per incident is:

- OPTION 1 – R 5000 (five thousand Rand Per tyre and R 2000 (two thousand Rand) per Rim.
- OPTION 2 – R 10 000 (ten thousand Rand Per tyre and R 2000 (two thousand Rand) per Rim.
- OPTION 3 – R 20 000 (twenty thousand Rand Per tyre and R 2000 (two thousand Rand) per Rim

In order to process the claim and to confirm the tread use, we require an Official Authorized Dealer's Certificate reflecting the tread use of the tyre(s) claimed for.

We reserve the right to apply a 50% Betterment for a claim if no photographs (at least 1 (one) or 2 (two) photographs from 2 (two) different angles), clearly reflecting the damage prior to the repair, are attached to the Claim Form relating to the specific claim.

The maximum number of claims payable by us during any one annual insurance period will be limited to 2 (two) incidents per vehicle. The maximum number of tyres/rims covered per incident will be limited to 2 (two) tyres/rims per vehicle.

We reserve the right to appoint any repairer of our choosing if we are not happy with the underlying quote.

D. General Exclusions

This Policy does not cover:

- Tyres and Rims fitted to vehicles being used for racing or off-road driving.
- Tyres where the Tyre treads depth is below the legal limit permitted in the regulations under the Road Traffic Act No. 93 of 1996.
- Speed testing, reliability trials, hire or reward or off-road activities.
- Loss or damage caused by an accident, fire, or theft.
- Any consequential losses incurred as a result of the damage to your vehicle, tyres and rims.
- The cost of repair or replacement if recoverable under any other insurance or warranty.
- Re-treated tyres.
- Temporary or space saver wheels.
- Tyres or rims damaged in off road activities.
- Manufacturing defects in the workmanship and/or materials of the tyre and/or rims fitted to the vehicle.
- Tyres where the rating is not according to manufacturer specification.
- Any loss or damage incurred outside the Republic of South Africa.

Section 5 – Claims

- A. If you have a claim before your first debit or after your debit has been unpaid and before we re-debit, then you will have to pay us the outstanding premium before we can process your claim.
- B. We require the following claims documentation before a claim can be registered:
 - Policy Schedule to verify active cover.
 - Underlying Insurer Claim Form
 - Banking details
 - Premium statement to verify paid-up premium.
 - Official millimetre Tread Report on tyre(s)
 - Photos of damaged rim(s) and/or tyre(s), showing damage caused by pothole or road inequality.
 - Replacement Invoice/Quote

- C. In the event of an occurrence that may result in a claim, you must notify us thereof within 31 (thirty one) days of the claim under your Underlying Policy with a Comprehensive Motor section, of the event giving rise to the claim, to obtain a Claims Reference Number, as well as give details of any other Policy that covers the same occurrence and supply us with full details in writing.
- D. Within 2 (two) days of obtaining a Claims Reference Number, you need to take your vehicle to a Tyre Fitment Centre to have your tyre(s) and/or rim(s) repaired or replaced as per the authorization given to you by our Claims Department.
- E. No claims will be settled by us:
 - in the event of the Underlying Policy insurance company repudiating your claim,
 - where the Underlying Policy insurance company pays a claim on grounds of ex-gratia settlement,
 - the Underlying Policy is cancelled due to unpaid premium(s), fraud or incorrect declarations,
 - if you accept cash settlement in lieu of writing off your vehicle(s).
- F. We will not pay the insured(s) for any amounts payable by the insured(s) in respect of the Underlying Policy and this Policy (Including, but not limited to outstanding premium(s) and the excess amount(s) applicable).
- G. Any payment due as per this Policy will be made to the service provider on your behalf or to you by direct payment.
- H. We reserve the right to appoint any repairer of our choosing if we are not happy with the underlying quote.
- I. We reserve the right to appoint an Assessor to validate and assess your claim at any time.
- J. Any occurrence, where theft or any other criminal act or loss is involved, must be reported to the Police as soon as possible, but within 24 (twenty-four) hours of the event that gave rise to the claim.
- K. You must, at your cost, obtain and give us any additional documents or information required by us to register your claim with us.
- L. We do not pay a claim more than 12 (twelve) months after the event that caused the claim unless the claim is subject to pending legal action.
- M. If we do not pay your claim, you have 90 (ninety) days from the date of rejection or avoidance to appeal to us in writing and a further 6 (six) months to take legal action against us, or any other period that may be legislated from time to time. If you do not take legal action against us within this period, you will lose your right to claim against us.

Section 6 – General Conditions

A. Comprehensive Motor Insurance Policy

- You must have a fully enforceable Underlying Policy with a Comprehensive Motor insurance cover, with FI Insure that covers your vehicle(s) for accidental damage, fire, and theft in the country in which you are using your vehicle(s) at the time of the claim.
- Vehicle(s) shall be restricted to code 1 and/or code 2 as per the applicable Road Traffic Regulations in South Africa.
- Motor Cover refers to the vehicle described in the Schedule for either personal lines or commercial use, but with the use reflected in your Underlying Policy schedule of insurance, designed to
 - ❖ carry no more than 16 (sixteen) people,
 - ❖ and being a light motor vehicle, motorcycle, minibus, caravan, light delivery vehicle or panel van or commercial vehicle not being or exceeding 3.5 (three point five) Tons.

B. Period of Insurance

- The Period of Insurance is initially the period from the inception date of this Policy to the last day of the calendar month in which the inception date occurs.
- Thereafter the period of insurance is equivalent to one calendar month to a maximum of 12 (twelve) months before renewal review.

C. Continuing Cover

- On receipt of the monthly premium on the first calendar day of each calendar month the Policy is automatically renewed by us for 1 (one) month for a maximum of 12 (twelve) months after which the premiums and cover will be reviewed.
- Policies will be reviewed once a year (every 12 (twelve) months) and clients will be notified of changes in premium in writing 31 (thirty-one) days before the annual renewal date.

D. Termination/Cancellation of Policy

- This Policy will automatically end when:
 - ❖ we have paid the maximum number of claims under this Policy (Section 4 Point 9 below),
 - ❖ or if the Underlying Policy Comprehensive Motor cover on your vehicle is voided, cancelled, or lapsed for any reason
 - ❖ If we wish to cancel the Policy or any Cover of it, we must give you 31 (thirty-one) days' notice in writing.
 - ❖ The responsibility lies with the client to inform us of the client's change in financial status to enable us to cancel cover with immediate effect.

E. Preventing loss and/or damage

- You must take all reasonable steps and precautions to prevent accidents, losses or damage including, but not only, complying with and adhering to all laws, regulations, rules, and by-laws that are material to the risk whether the law, regulation, rule, or by-law was in force at the date that this Policy was issued or enacted at a later date. If you do not comply with this condition and your non-compliance is material to the claim, we will reject your claim.
- No refunds will be paid in the event of a non-disclosure.

F. Limitations and Amendments (Including Inflation and Premium Adjustments)

- We have the right to make limitations and amendments to this Policy Contract and will provide you with 31 (thirty- one) days written notice thereof at your last contact address according to our records.
- It is your responsibility to advise us of any change of address.

G. Correct Information

- You need to always give us true and correct information for us to assess the extent of your risk to us.
- If the information is incorrect or not true and it would have affected our decision to issue this Policy to you or the premium you would have paid, then we will not pay your claim.
- If any of the information that you gave us changes in any way that would make a claim more likely to occur or would have affected any of our decisions, then you must inform us immediately or we will not pay your claim.
- We will also have the right to cancel this Policy from inception with no refund.

H. Fraud and/or non-compliance

- If any claim sent to us:
 - ❖ is fraudulent,
 - ❖ or if you or anyone else on your behalf or with your knowledge uses any fraudulent means or device to benefit under this Policy,
 - ❖ or if you do not comply with all the terms, conditions, and warranties of this Policy, then we will not pay your claim.

I. Jurisdiction

- This Policy will be subject to the Laws and Statutes that apply in the Republic of South Africa, and we will only abide by judgments first delivered by or obtained from a court of competent jurisdiction in the Republic of South Africa.

Section 7 – Insurer’s Rights after an Occurrence that may lead to a claim

- A. We reserve the right to contact the Underlying Policy insurance company in the event of a claim to confirm the amounts deducted and to check that all documentation is complete.
- B. In the event of a dispute or misrepresentation, the Underlying Policy insurance company's advice will be regarded as binding.
- C. You shall at our expense, do and permit to be done, all such things as may be necessary or reasonably required by us for the purpose of enforcing any rights to which we shall be, or would become, subrogated upon indemnification of yourself.

Section 8 – Fraudulent or Wilful Acts

- A. All rights of indemnity under the Policy will be forfeited in the following circumstances:
 - If a claim is in any respect fraudulent or if fraudulent means are used by yourself, or on your behalf, to obtain any benefit under this Policy.
 - If a claim in any way occurs due to a wilful act committed by yourself or with your knowledge
 - If information supplied in connection with a claim is not true.

Section 9 – Other Insurance

If a claim payable under this Policy is also payable under any other Policy, we will only pay a proportional share of the claim.

Section 10 – Use of Personal Information

- A. When you enter into this Policy you will be providing us with your personal information that may be protected in terms of data protection legislation, including but not only, the Protection of Personal Information Act, 2013 (“POPIA”).
- B. We will take all reasonable steps to protect your personal information.
- C. In respect of this section, Processing shall mean processing as defined in the Protection of Personal Information Act, 2013 (“POPIA”) and includes any operation of activity or any set of operations concerning personal information including collection, receipt, recording, organization, collation, storage, updating or modification, retrieval, alteration, consultation, or use of personal information.