

## **Tyre and Rim Protect (Including Tyres and Rims)**

### **POLICY WORDING**

**Underwritten by Infiniti Insurance Limited (we/us/our Insurer)  
An Authorized Financial Service Provider FSP Nr: 35914  
Administered by Infinite Underwriting Manager (Pty) Limited  
An authorised Financial Services Provider FSP Nr: 46366**

#### **SECTION 1 - GENERAL OPERATIVE CLAUSE**

This Policy and the Schedule are the Contract between Infiniti Insurance Limited (the Insurer/we/us/our), administered by Infinite Credit Underwriting Managers (Pty) Ltd and the Insured and other Insured/s stated in the Schedule. Any application or statement 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 indemnify you, subject to the terms, exclusions and conditions of the Policy, against occurrences for which you are covered under the Policy, that occur during the period of insurance stated in the Schedule.

We will indemnify or compensate you at our discretion by direct payment, replacement or repair of such property described in the Schedule of Insurance, damaged as a result of the "Defined Events" occurring during the period of insurance. Provided that the limit of liability shall not exceed the limit of indemnity under Section 4 of this Policy.

It is the Insured/s responsibility to ensure that the details are correct.

#### **SECTION 2 - INSURED EVENTS**

The Insured Events will be the direct damage caused to any Tyre and Rim of the insured vehicle, subject to the specific exclusions listed below.

##### **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 manufactures specification.
- Any loss or damage incurred outside the Republic of South Africa.
- A one-month exclusion of cover applies from the date of inception.

#### **SECTION 3 - GENERAL CONDITIONS**

- **Period of Insurance**

The Period of Insurance is initially the period from the inception date of the 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, no matter when the cancellation of the Policy takes place in the month. There is a 1 (one) month exclusion of cover from date of inception.

- **Payment of Premiums**

- On receipt of the monthly premium on the first working day of each calendar month the Policy is automatically renewed by us. If the premium is not paid on request, all cover ceases with effect from the last day of the previous month in respect of commercial business. In the case of domestic policies, if the premiums are not received on the due date or within (fifteen) 15 working days after the due date, the Policy is considered cancelled on the last day of the month for which premium was last received.
- Due date shall be the 1st day of every calendar month.
- The Insured and any other Insured/s are collectively and individually responsible for the payment of the premium.

- **Duty of Care**

- You must exercise all reasonable precautions for the maintenance and safety of the property insured as well as to prevent or minimize loss or damage.

- **Limitations and Amendments (including Inflation and Premium Adjustments)**

- We have the right to make limitations and amendments to the Policy Contract and will provide you with (thirty-one) 31 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.

- **Cancellation**

- You can cancel this Policy or any Section of it by giving us notice in writing. If we wish to cancel this Policy or any Section of it, we must give you (thirty-one) 31 days notice in writing and we must refund you any premium paid in advance for the rest of the insured time.
- The maximum number of claims payable by us during any one annual insurance period shall be limited to (two) 2 incidents per vehicle. The maximum number of tyres/rims covered per incident will be limited to (two) 2 tyres/rims per vehicle.
- We reserve the right to appoint any repairer of our choosing if we are not happy with the underlying quote.

## **SECTION 4 - LIMIT OF INDEMNITY**

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 R 5 000.00 per tyre, subject to a maximum of (two) 2 tyres per incident.
- Rims: The cost of repair or replacement is limited to R 2 000.00 per rim, subject to a maximum (two) 2 rims per incident.

### **OPTION 2:**

- Tyres: The cost of replacement is limited to R 10 000.00 per tyre, subject to a maximum of (two) 2 tyres per incident.
- Rims: The cost of repair or replacement is limited to R 2 000.00 per rim, subject to a maximum (two) 2 rims per incident.

### **OPTION 3:**

- Tyres: The cost of replacement is limited to R 20 000.00 per tyre, subject to a maximum of (two) 2 tyres per incident.
- Rims: The cost of repair or replacement is limited to R 2 000.00 per rim, subject to a maximum (two) 2 rims per incident.

## **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, based on the tread used which is converted into a percentage of total tread and applied in accordance with the table below.

PERCENTAGE WEAR	BETTERMENT DEDUCTED
0% - 10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

In order to process the claim and to confirm the tread use, the Insurer requires an Official Authorized Dealer's Certificate reflecting the tread use of the tyre/s claimed for.

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

## SECTION 5 - CLAIMS

1. In the event of an occurrence that may result in a claim, you must notify our Claims Department thereof within (thirty) 30 days to obtain a Claim Reference Number, as well as give details of any other Policy that covers the same occurrence and supply us with full details in writing.
2. Within (two) 2 days of obtaining a Claim Reference Number, you need to take your vehicle to a Tyre Fitment Centre to have your tyres and/or rims repaired or replaced as per the authorization given to you by our Claims Department.
3. We reserve the right to appoint an Assessor to validate and assess your claim at any time.
4. 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 hours of the event that gave rise to the claim.
5. We will not pay a claim more than (twelve) 12 months after the event that caused the claim unless the claim is the subject of pending legal action.
6. If we do not pay your claim you have 180 days from the date of rejection or avoidance to appeal to us in writing and a further 6 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.
7. **Claim documents required:**
  - Policy Schedule
  - Claim Form
  - Replacement Invoice/Quote
  - Official Mm Tread Report
  - Photos of damaged rim/s and/or tyre/s, showing damages caused by pothole or road inequality.

## SECTION 6 - FRAUDULENT OR WILLFUL ACTS

All rights of indemnity under the Policy will be forfeited in the following circumstances:

1. 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.
2. If a claim in any way occurs due to a wilful act committed by yourself or with your knowledge.
3. If information supplied in connection with a claim is not true.

## SECTION 7 - 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 8 - USE OF YOUR PERSONAL INFORMATION

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"). We will take all reasonable steps to protect your personal information.

**You authorise us to:**

1. Process your personal information to:
  - a. Communicate information to you that you ask us for.
  - b. Provide you with insurance services.
  - c. Verify the information you have given us against any source or database.
  - d. Compile non-personal statistical information about you.
2. Transmit your personal information to any affiliate, subsidiary or re-insurer so that we can provide insurance services to you and to enable us to further our legitimate interests including statistical analysis, re-insurance and credit control.
3. Transmit your personal information to any Third-Party service provider that we may appoint to perform functions relating to your Policy on our behalf.

You acknowledge that this consent clause will remain in force even if your Policy is cancelled or lapsed.

In respect of this Section, "**Processing**" refers to 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, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use of personal information.

## SECTION 9 – DISCLOSURE NOTICE

This notice does not form part of the Insurance Contract (Policy) or any other document. It does however contain valuable information.

- Registration of Brokers referred to as Financial Service Providers (FSP) who must comply with certain requirements such as academic qualifications and experience. The FSP must also comply with fit and proper requirements referring to honesty, competency and solvency.
- The disclosure to you as the client of material information regarding:
  - Details of the product supplier (Insurer).
  - Details of the FSP.
  - Details of the financial service.
- Your rights to lodge a complaint and seek resolution thereof through the FAIS Ombud offices.

### Our Disclosure

Name	:	Infiniti Insurance Limited
Physical Address	:	Block F, Upper Grayston Office Park, 152 Ann Crescent, Strathavon, Sandton
Postal Address	:	PO Box 23, Strathavon, 2031
Telephone	:	011 718 1200
Fax	:	011 726 1874

### **Underwriting Manager**

Name : Infinite Credit Underwriting Managers Proprietary Limited t/a i-Credit  
Physical Address : 16 Gibson Road,  
Sunward Park, Boksburg  
1425, South Africa  
Postal Address : Suite 178 Private Bag X3  
Strubens Valley  
1735  
Telephone : 010 300 6291  
Email : [henry@i-credit.co.za](mailto:henry@i-credit.co.za)  
FAIS Licence : FSP Number 46366

### **FAIS Licence Information**

Services : Advice and Intermediary  
Categories : Personal and Commercial – Short Term Insurance.  
FSP Number : 35914  
Email address : [compliance@infinitiafrica.com](mailto:compliance@infinitiafrica.com)  
Complaints : Direct your complaint to the above address or by email to  
[complaints@infinitiafrica.com](mailto:complaints@infinitiafrica.com)  
Professional Indemnity : Our Professional Indemnity Policy is underwritten by Brit, Channel Syndicate,  
Catlin and Markel Syndicate of Lloyds Limited.

### **Compliance Officer Details of Underwriting Manager**

Name : Craig Ormrod  
Associated Compliance  
Telephone : 011 678 2533  
Cell : 082 418 8844  
Postal Address : PO Box 9655 Devon Valley 1709  
Email address : [craig@associatedcompliance.co.za](mailto:craig@associatedcompliance.co.za)

### **Your Policy**

Type of Policy : Personal / Commercial Lines – Short Term Insurance.  
Premium : Premium is the amount you pay us for the cover under the Policy. The premium payable and frequency is reflected on your Policy Schedule or Endorsement. The premium is payable before inception or renewal of the Policy, subject to a (fifteen) 15-day period of grace. Non-payment of the premium will result in contractual lapsing of the Policy. Please ensure that your FSP has explained the consequences of non-payment of premium to you.  
Fees : Any fees payable by you to the FSP are separately disclosed on your Policy schedule. FSP are separately disclosed on the Policy.  
Binder Fees : Any Binder fee payable to the FSP by us is separately disclosed on your Policy Schedule.  
Commission : Any commission payable to the FSP by us is separately disclosed on your Policy Schedule.

### **Complaints Resolution Procedure**

#### **Summary**

The objective of the complaint's procedure is to set out the steps that enable you to approach the FAIS Ombud for determination on a complaint, where the complaint constitutes a monetary claim up to R800 000, without incurring legal expenses.

#### **What is a complaint?**

A complaint can only arise if:

- Infinite Credit Underwriting Managers (Pty) Ltd its representative contravened or failed to comply with a provision of the Act and as a result you have or are likely to suffer financial prejudice.
- We or our representative wilfully or negligently rendered a financial service which caused or is likely to cause financial prejudice.
- We treated you unfairly.

#### **How do you lodge a complaint?**

Inform Infinite Credit Underwriting Managers (Pty) Ltd in writing that you have a complaint and if possible complete their client complaint form.

#### **What happens after this?**

- We have (three) 3 weeks to acknowledge receipt of the complaint if we cannot resolve the complaint in that period.
- We must resolve the complaint within (six) 6 weeks.

#### **What other rights do you have?**

If after (six) 6 weeks we have not resolved the complaint or the complaint has not been resolved to your satisfaction you may approach the FAIS Ombud within (six) 6 months of the resolution by Infinite Credit Underwriting Managers (Pty) Ltd. You must complete a Complaints Registration form that you can download from the FAIS Ombud website.

#### **FAIS Ombudsman**

Physical Address : Celtis House, Eastwood Office Park, Lynwood Road, Pretoria  
Postal Address : PO Box 74571, Lynwood Ridge, 0040  
Telephone : 012 470 9080  
Fax : 012 470 9098

#### **Customer Contact Division**

Telephone : 0860FAISOM (0860324766)/012 470 9080  
Fax : 012 348 3447  
Email address : info@faisombud.co.za  
Website : www.faisombud.co.za

**A FULL COPY OF THE COMPLAINT RESOLUTION POLICY AND PROCEDURES IS AVAILABLE FROM OUR OFFICES OR OFF OUR WEBSITE**

#### **Compliance Officer Details of Insurer**

Name : Peet Pieterse  
Authorised to outsource their service under License CO 5883  
Telephone : 011 718 1200  
Fax : 011 726 1874  
Postal Address : PO Box 23, Strathavon, 2031  
Email address : PeetP@infinitiafrica.com  
Your Intermediary : Also referred to as your Broker or Financial Service Provider (FSP).  
The name of your Broker is reflected on your Policy Schedule.

Legal Status : Your Broker is authorised by us in terms of an agency agreement to render advisory and intermediary services regarding our financial products in the categories they are licensed for. Your Broker is not a representative of Infiniti Insurance Limited and Infiniti Insurance Limited accepts no responsibility for their actions. Your broker has to disclose to you whether they hold professional indemnity insurance or not.