



**Tyremart Tyre & Rim Protection**

## TYREMART TYRE AND RIM PROTECTION POLICY

The TYREMART TYRE AND RIM PROTECTION policy covers you for certain losses when your tyres and rims are damaged by potholes or other road hazards during normal day to day driving. This document, together with your Schedule of Insurance outlines the terms and conditions of the policy and lets you know when you have cover, as well as how much cover you have in certain events. These documents shall form the basis of this insurance contract and in the event of any conflict between the provisions of this policy and that of any other document, the provisions of this policy shall prevail.

## ANY QUERIES?

Please call:

0861 272 777

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Underwritten by BIDVEST INSURANCE LIMITED

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## 1. DEFINITIONS

In this policy and in any documentation issued by Us in connection with this policy the following words shall have the meanings set out below:

### **Date of Loss**

The date on which the damage to the Insured Item(s) occurred, which date must fall within the Period of Insurance (Cover Period) of this policy.

### **Days**

Ordinary days, including weekends and public holidays.

### **Insured Event**

Accidental damage to Tyre and/or rim due to road hazard on a public road.

### **Insured Item(s)**

Shall mean the tyres and rims fitted to the Vehicle as per the Replacement Tyre Liability and as described by You and as specified on the Schedule of Insurance.

### **Maximum Indemnity**

The maximum amount that this policy will pay in Rand, per claim inclusive of VAT.

### **Period of Insurance (Cover Period)**

As stated in the Schedule of Insurance issued in terms of this policy and which provides cover on a month to month basis subject to Our receipt and acceptance of Your premium on or before the Premium Due Date.

### **Premium**

The Premium as stated in the Schedule of Insurance or any endorsement issued in terms of this policy.

### **Premium Due Date**

The Premium will be collected via debit order on the date reflected on the Schedule of Insurance and monthly thereafter.

### **Schedule of Insurance**

The schedule issued in terms of this policy and updated from time to time upon request and which is accompanied by this policy wording sent to you.

### **Spare Wheel**

Shall mean the original spare wheel as supplied by the original vehicle manufacturer which shall include space saver tyres.

### **Replacement Tyre Liability**

The maximum value chosen by You to cover the cost of each replacement tyre and/or rim.

### **Vehicle**

The Vehicle as described in the Schedule of Insurance which may only be any of the following:

- 1) **Private Vehicles:** Private light passenger vehicles, motorised caravans with a gross vehicle mass not exceeding 3,500kg.
- 2) **Commercial Vehicles:** light delivery vehicles, panel vans with a gross vehicle mass not exceeding 4,500kg.

Excluded from this policy are taxis, towed caravans and trailers, emergency, security, armed response, car hire, driving school and tow-truck vehicles.

### **We, Us, Our, Ourselves**

Bidvest Insurance Limited, an Authorised Financial Services Provider.

2nd Floor, Lincoln on the Lake, 2 The High Street, Parkside, Umhlanga Ridge, 4319.

PO Box 25038, Gateway, 4321

Tel: 0861 888 861 | Fax: 0866 85 95 05

IUA Business Solutions (Pty) Limited has been appointed by Us as the **Administrator** of this policy and to settle claims on Our behalf.

## You, Your, Yourself

The person or entity named as the insured in the Schedule of Insurance accompanying this policy wording.

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## 2. COVER PROVIDED

The Tyremart Tyre and Rim Protection policy provides cover in the event of accidental tyre and rim damage whilst driving on a public road within South Africa. This policy will pay towards the cost of repair or replacement of the tyres and/or rims fitted to the vehicle.

This policy provides cover on a month to month basis, with no kilometre restrictions, provided Premiums are paid on time and in full. Cover is only provided to You and for the Insured tyres and rims fitted to the vehicle as described on the Schedule of Insurance.

### 2.1. TYRE BENEFITS

- **REPAIRABLE TYRES:** Where in Our sole opinion the tyre is repairable, We will pay for cost of repairing the tyre.
- **IRREPAIRABLE TYRES:** Where in Our sole opinion the tyre is irreparable due to accidental damage, We will pay the benefit as shown in the benefit table below. Claims will be limited to a maximum of 2 (Two) claims per year with a maximum of 2 irreparable tyres per claim.

BENEFIT TABLE	
Tread Depth of Damaged Tyre	*Replacement Benefit %
7mm and above	100%
6mm and above	90%
5mm and above	70%
4mm and above	50%
3mm and above	30%
2mm and above	20%
1mm and above	10%

\*The **Replacement Tyre Liability Benefit** payable will be calculated as a percentage of the actual tyre replacement cost or the Replacement Tyre Liability stated on the Schedule of Insurance, whichever is the lesser. This percentage will be determined by:

- The remaining tyre tread depth as measured by the authorised tyre repairer at the time of the claim and referenced against the Tread Depth Benefit Table shown above.
- Should the remaining tread depth at the time of claim be less than 1mm there will be **NO** liability under this policy as the tyre will be legally deemed to be Un-Roadworthy.

The balance of the tyre replacement cost (replacement cost of tyre less any amount paid by Us) will be for Your own account.

### 2.2. RIMS

In the event of accidental wheel rim damage whilst driving on a public road this policy will pay towards the cost of repairs or replacement of the wheel rims fitted to the Vehicle as stated on the Schedule of Insurance.

**IMPORTANT:** Please note rims will only be covered against buckling and or cracking as a result of accidental damage from road hazard. Cosmetic damage will **NOT** be covered (e.g. where a rim has been scuffed, dented or scratched against a kerb - there will be no cover) Damage caused in a road accident will **NOT** be covered (e.g. where your vehicle is involved in an accident or collision) as this is claimable under your comprehensive motor insurance.

Where in Our sole opinion the rim is damaged and can be repaired, the policy will contribute towards the repair cost, up to a maximum indemnity of a R1,000 (Thousand Rand) inclusive of VAT

Should the rim be deemed irreparable, the policy will contribute towards the replacement rim costs, up to a maximum indemnity of R1,000 (Thousand Rand) inclusive of VAT and limited to 2 (two) claim per year.

Any amount above the maximum limit of indemnity for repair / replacement will be for Your own account

### **2.3. WHEEL BALANCING**

Where a claim has been approved by Us, the cost of wheel balancing of the repaired or replacement tyre or rim will be paid by Us and included in the claim amount payable to the repairer.

### **2.4. WHEEL ALIGNMENT**

Where a claim has been approved by Us, and where a tyre or rim is replaced due to irreparable tyre damage, the cost of wheel alignment will be paid by Us and included in the claim amount payable to the repairer.

### **2.5. ANNUAL WHEEL ALIGNMENT & BALANCING**

Where we have received 12 (Twelve) consecutive monthly premiums, we will pay for wheel alignment and balancing at any Tyremart repairer of your choice as a general maintenance benefit. This benefit needs to be claimed for in the same way as any other benefit included in this policy and prior to any work being carried out. This benefit is only applicable every twelve months and cannot be accumulated and must take place within 90 days of Us receiving 12 (twelve) consecutive monthly premiums.

### **2.6. SIX MONTH TYRE MAINTENANCE INSPECTION**

Where we have received 6 (Six) consecutive monthly premiums, we will pay for a Tyre Inspection at any Tyremart repairer of your choice as a general maintenance benefit. This benefit needs to be claimed for in the same way as any other benefit included in this policy and prior to any work being carried out. This benefit is only applicable every six months and cannot be accumulated and must take place within 90 days of Us receiving 6 (Six) consecutive monthly premiums.

2.7. We may at Our option repair, replace, or pay cash in lieu of a valid claim amount or use any combination of these methods of indemnity.

2.8. We reserve the right to require any repair or replacement work to be carried out at a Tyremart of Our choice.

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## **3. GENERAL CONDITIONS**

The following conditions are applicable to all sections of this policy.

### **3.1. HOW TO CLAIM**

Within 30 days of experiencing the tyre or rim damage You must contact the Administrator on **0861 272 777** to obtain authorisation prior to proceeding with the repair or replacement of an insured item. The Administrator will direct you to the closest Tyremart repairer and the following information will be required:

- Owner's name
- Policy number
- Nature of damage
- Address where vehicle tyre can be inspected
- Photographs clearly showing the damage to the tyre or rim, the remaining tyre tread, the vehicle odometer and vehicle registration.

**VERY IMPORTANT:** If you are not in a position to register your claim immediately, the damaged tyre or rim must be kept so that it can be photographed and inspected within 30 days of the incident occurring. The photograph must be taken or confirmed by a Tyremart repairer.

### **3.2. NO UNAUTHORISED WORK IS PERMITTED**

Any work carried out without prior authorisation from the Administrator will render Your claim invalid. You will then have to bear the costs of any such work yourself at your own cost.

### **3.3. AVAILABILITY OF THE INSURED ITEM**

If the Insured Item is not available for inspection at the time of a claim, the claim will or may be rejected.

### **3.4. ADVANCE PAYMENTS**

The Administrator has account facilities with a number of leading repairers and every effort will be made to direct You to one of these repairers. However, if the Vehicles tyre or rim is repaired at a dealer/ repairer that does not have an account facility with the Administrator, the repairer may require You to pay for the cost of repairs in advance. Every effort will be made to reimburse You timeously, but the Administrator will not be obligated to pay You or the repairer in advance.

### **3.5. OWNERSHIP**

In the event of a valid claim being approved for a replacement Insured Item, the insured will not be entitled to buy/retain the Insured Item. Ownership in and to the Insured Item shall pass to Bidvest Insurance Limited when a claim is authorised/approved.

### **3.6. REJECTION OF CLAIMS AND TIME BAR**

If You dispute Our decision to decline Your claim or cancel the policy, you have 90 Days from the receipt of Our letter, to appeal this decision in writing to Bidvest Insurance Limited:

Your representation must be submitted in writing to:

#### **The Claims Manager**

Bidvest Insurance Limited, an Authorised Financial Services Provider.

Company Registration Number: 1997/019461/06

2nd Floor, Lincoln on the Lake, 2 The High Street, Umhlanga Ridge, 4319

PO Box 25038, Gateway, 4321

Tel: 0861 888 861 | Fax: 0866 85 95 05

E-mail address: info@bidvestfs.co.za

Alternatively, You may contact:

#### **The Ombudsman for Short Term Insurance**

PO Box 32334, Braamfontein, 2017

Tel: 011 726 8900 | Fax: 011 726 5501

If Your dispute is not satisfactorily resolved in this manner, You may institute legal action against Us for the enforcement of the claim by way of the service of summons against Us. Summons must be served on Us within 180 (one hundred and eighty) Days of the original letter of rejection or letter of avoidance, failing which You will forfeit Your claim and We will have no liability in terms of such claim.

### **3.7. FRAUD**

If any claim under this Policy is in any way fraudulent or if any fraudulent means are used by You or anyone acting on Your behalf to obtain any benefit under this policy or if any of the Events insured against in terms of this policy are occasioned by Your intentional act or with Your connivance, all benefits under and the Premiums paid in terms of this policy shall be forfeited, and the policy shall be void at Our option.

### **3.8. JURISDICTION**

This policy is subject to South African law and the jurisdiction of a competent South African court.

### **3.9. CANCELLATIONS AND REFUND OF PREMIUMS**

Monthly paid policies will have no refunds due upon cancellation due to cover being purchased on a month on month basis.

### **3.10. CONTRACT**

The Schedule of Insurance and this policy and any endorsements or amendments together with supporting documents comprise Your insurance contract with Us.

### **3.11. REASONABLE PRECAUTION**

You shall take all reasonable precautions to avoid and minimize any loss, failing which We shall have no liability under this policy.

### **3.12. PRESCRIPTION**

There shall be no liability for any claim under this policy after the lapse of 12 (twelve) months from the Date of Loss unless such claim is the subject of a pending legal action.

### **3.13. AMENDMENTS OR ENDORSEMENTS**

We may amend or endorse this policy at any time by giving You 30 (thirty) Days notice in writing at Your last known address.

### **3.14. TERRITORIAL LIMITS**

Cover in terms of this policy is limited to damage occurring on public roads in the Republic of South Africa and repairs being carried out in the Republic of South Africa.

### **3.15. REPUDIATION**

Where a claim is repudiated because of any exceptions or exclusions, it is the insured's responsibility to prove the contrary.

### **3.16. TRANSFER OF TYRES**

Cover for the Insured Item cannot be assigned to any other person and shall lapse in the event that the Insured Item is transferred to a vehicle other than the vehicle specified on the Schedule of Insurance.

### **3.17. LEGAL TREAD LIMIT**

Cover will lapse in the event that the Insured Items tread is below the legal limit. The Tread Limit is the minimum legal tread limit as indicated by the National Road Traffic Act: 'No person shall operate a motor vehicle on a public road which is fitted with a pneumatic tyre unless such tyre displays throughout, across its breadth and around its entire circumference, a pattern which is clearly visible, and has a tread of at least 1mm (one millimetre) in depth; or is fitted with a pneumatic tyre which contains a tyre tread depth indicator, if the tread is level with the tyre tread depth indicator'. Tyres where the tread depth is equal to, or less than, any of the tread depth indicators on the tyre, will be considered to be below the legal tread depth.

### **3.18. AVAILABILITY OF REPLACEMENT**

If a replacement tyre of the same specification as the Insured Item is not available at an authorised repairer, we may at Our option calculate the Benefit Amount and pay it to You in order for You to source the Insured Item.

### **3.19. MAXIMUM LIMIT OF INDEMNITY**

The maximum that we will pay toward the cost of each tyre repair or replacement, is limited to the Replacement Tyre Liability as shown in the Schedule of Insurance. This amount is inclusive of VAT.

This policy will cover a maximum of two (2) tyres per claim.

This policy will cover a maximum of two (2) claims per annum.

The maximum amount that we will pay towards the total cost of rim repairs and / or replacement, is limited to a maximum of R1,000 (One Thousand) inclusive of VAT.

This policy will cover a maximum of two (2) rims per claim.

This policy will cover a maximum of two (2) rim claims per annum.

### **3.20. WAITING PERIOD**

A waiting period is applicable, whereby no claims or incidents will be entertained until 30 days after receipt of the 1st premium. Any pre-existing damage will not be covered by this policy.

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## **4. GENERAL EXCEPTIONS**

We shall not be liable for:

4.1. Any repairs on your vehicle, which have commenced without Our prior authorization or where We are unable to inspect and assess the Insured Item and vehicle;

4.2. any manufacturer's defect, dry rot or flat spot;

4.3. any cosmetic damage;

4.4. damage caused by chemicals, fire, theft or road accident;

4.5. damage caused through misuse or abuse;

4.6. damage arising from failing to maintain the correct tyre pressures;

4.7. damage as a result of overloading the vehicle;

4.8. damage caused as a result of incorrect wheel alignment or any mechanical irregularities of the vehicle;

4.9. tyres that are not roadworthy or tyres which have been fitted to a vehicle which is not roadworthy;

4.10. any claims in terms of this policy arising from the hiring or selling of the Vehicle to other parties for reward, driving instruction for reward and motor racing, rallies, speed and other contests or whilst the Vehicle is being used or retained for any purpose in connection with the motor trade other than for the purpose of overhaul, upkeep or repair of the Vehicle;

- 4.11. damage to the suspension due to inequalities of the road or other surface or to impact with such inequalities;
- 4.12. damage to tyres or rims which existed prior to inception of the policy (pre-existing damage);
- 4.13. any loss of or damage to any goods, materials, possessions or property carried in or on the Vehicle;
- 4.14. any loss, damage or liability caused, sustained or incurred whilst the Vehicle is being driven by anyone who does not hold a full and valid driving license issued by a South African Government Drivers License Testing Centre;
- 4.15. any loss, damage or liability caused, sustained or incurred whilst the concentration of alcohol, howsoever measured, in Your or the Your authorised drivers blood or respiratory system exceeds the statutory limit in force at such time or whilst You or such person is under the influence of alcohol or a drug having a narcotic effect;
- 4.16. any claim arising out of any contractual liability;
- 4.17. consequential loss of any nature whatsoever;
- 4.18. depreciation or wear and tear;
- 4.19. any liability, damages, amount or claim which falls within the scope and ambit of any compulsory motor vehicle insurance legislation in force at the Date of Loss and applicable in any territory covered by this policy, in particular the Road Accidents Fund Act 56 of 1996 and regulations promulgated there under, and any amendments thereto or replacement thereof. This exception applies regardless if the applicable legislation fund is unable to or incapable of providing compensation;
- 4.20. liability to any passenger or third party whatsoever for loss, damage or personal injury;
- 4.21. any claim in terms of this policy, unless You have complied with all the policy terms and conditions;
- 4.22. any loss or damage arising where there is misrepresentation, non-disclosure or misdescription of any fact or circumstance, whether in connection with:
- this policy; or
  - Your claim in terms of this policy;
- 4.23. any loss or damage arising where You reside or carry on business regularly outside the Republic of South Africa, in which case this policy shall be deemed to be void from inception and the Premium will be refunded in terms of the refund policy;
- 4.24. more than Our rateable proportion of any loss or claim which is covered under another enforceable insurance policy;
- 4.25. loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession, resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police service, crime prevention units or any lawfully constituted officials or authorities;
- 4.26. We cannot be held responsible for damage caused by events that are clearly beyond our control, also known as Force Majeure. Typical examples are war, strikes, riots, public disorder, terrorism, natural disasters, nuclear radiation and the effects of various weather phenomena;
- 4.27. We cannot be held responsible for any loss, damage, cost or expense, directly or indirectly, arising as a result of a suitable replacement tyre not being available from the repairer/supplier. Clause 3.18 nevertheless applies.

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## 5. GENERAL EXCLUSIONS

The following exclusions are applicable to all sections of this policy. We shall not be liable for:

- 5.1. Pre-existing damage at the time of the sale of this policy;
- 5.2. Tyres that are below the legal tread depth requirements;
- 5.3. Racing tyres, Re-treaded tyres, or any other tyre deemed in Our sole opinion as a non-standard tyre;
- 5.4. Damage caused by the incorrect fitment of the tyre or rim;
- 5.5. Damage to tyres which is covered by any other insurance policy;

- 5.6. Where a failure is already covered by a manufacturer's warranty, or is clearly the responsibility of the manufacturer. Typical examples are: design flaws or manufacturing defects or defects in the materials or workmanship used during the manufacturing process of the insured item;
- 5.7. Damage caused by mechanical defects of the vehicle;
- 5.8. Loss of or damage to any part of the Motor vehicle;
- 5.9. Liability as a result of injury or death from an Insured Event;
- 5.10. Consequential loss arising as a result of damage to the Insured Items;
- 5.11. Damage to tyres and rims caused during an accident or if some other part of the vehicle is damaged at the same time;
- 5.12. Scratching, scuffing, bruising or any form of cosmetic damage;
- 5.13. Loss or theft of the Insured Items;
- 5.14. Claims not submitted within 30 days of an Insured Event.

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## 6. GENERAL INFORMATION

### DISCLOSURE AND OTHER LEGAL REQUIREMENTS ABOUT THE INSURER

Bidvest Insurance Limited is the underwriter of this insurance policy.

The company details are:

Bidvest Insurance Limited, an Authorised Financial Services Provider.

Company Registration Number: 1997/019461/06

2nd Floor, Lincoln on the Lake, 2 High Street, Umhlanga Ridge, 4319

PO Box 25038, Gateway, 4321

Tel: 0861 888 861 | Fax: 0866 85 95 05 | Email: [info@bidvestfs.co.za](mailto:info@bidvestfs.co.za)

To lodge a complaint with the insurer, email [complaints@bidvestfs.co.za](mailto:complaints@bidvestfs.co.za) Bidvest Insurance Ltd is a member of the South African Insurance Association and subscribes to its Code of Conduct.

### POLICY and CLAIMS ADMINISTRATION

IUA Business Solutions (Pty) Ltd (IUA) has been appointed by the Insurer in terms of a Binder Agreement to administer policies and settle claims on its behalf. IUA will assist you with any policy queries or amendments which you may require, as well as any claims which you need to lodge.

IUA receives a fee for these services, which fee is disclosed in the Policy Schedule provided to you.

IUA holds Professional Indemnity and Fidelity Guarantee insurance, and an Intermediary Guarantee Fund

The insurer does not hold any interest in IUA Business Solutions (Pty) Ltd. To access the Conflict of Interest Management policy of IUA, visit its website: [www.iua.co.za](http://www.iua.co.za)

The company details are:

#### **IUA Business Solutions (Pty) Ltd**

An Authorised Financial Services Provider, FSP No 15737 Reg. No: 1981/006334/07

19 Crewkerne Close, Somerset Park, Umhlanga Rocks, 4319

PO Box 1800, Umhlanga Rocks, 4320

Phone: 0861 272 777

**For policy administration matters:** E-mail: [admin@iua.co.za](mailto:admin@iua.co.za)

**For any claims:** E-mail: [tyreclaims@iua.co.za](mailto:tyreclaims@iua.co.za)

#### **Compliance Officer of IUA Business Solutions (Pty) Ltd**

Associated Compliance (Pty) Ltd,



Tel: 011 678 2533, Email: [info@associatedcompliance.co.za](mailto:info@associatedcompliance.co.za)

## COMPLAINTS PROCEDURE

If You have any **insurance related** complaints or if You have a complaint about this policy or the service You have received from Bidvest Insurance Ltd or its Policy Administrator, IUA Business Solutions (Pty) Ltd, please use the following contact details:

### Complaints Manager

19 Crewkerne Close, Somerset Park, Umhlanga Rocks, 4319

PO Box 1800, Gateway, 4320

Tel: 0861 010 111; Email: [complaints@iua.co.za](mailto:complaints@iua.co.za)

If You have a complaint relating to the financial service received from Your broker/intermediary, please refer to the complaints contact information on Your broker's disclosure document.

If Your enquiry or Your dispute is not satisfactorily resolved, You may contact:

### The Ombudsman for Short Term Insurance

P O Box 32334, Braamfontein, 2017

Tel: 011 726 8900 or 0860 726 8090 | Fax: 011 726 5501

Or

### The FAIS Ombudsman:

PO Box 74751, Lynnwood Ridge, 0040

Tel: 012 470 9080 or 0860 324 766 | Fax: 012 470 9097 | Email: [info@faisombud.co.za](mailto:info@faisombud.co.za) | Website: [www.faisombud.co.za](http://www.faisombud.co.za)

### Financial Services Board

Postal Address: P.O. Box 35655, Menlo Park, Pretoria, 0081

Physical Address: Riverwalk Office Park, Block B, 41 Matroosberg Road, Ashlea Gardens, Extension 6, Pretoria, 0181

Tel: 012 428 8000; Fax: 012 346 0251; Website: [www.fsb.co.za](http://www.fsb.co.za)

## OTHER MATTERS OF IMPORTANCE

All material facts must be accurately, fully and properly disclosed by You. All information provided by You or on Your behalf is Your own responsibility. You need to be satisfied with the accuracy of any transaction submitted by Your intermediary on Your behalf. Misrepresentation, incorrect or non-disclosure by You of any material facts or circumstances may impact negatively on any claims arising from Your insurance contract.