

# MotoVantage Tyre and Rim Cover

**Claims Administrator**

P.O. Box 1034, Gallo Manor, 2052  
Tel: 087 312 1079

FSP Number: 9140

**Underwriter**

22 Oxford Road, Parktown  
P.O. Box 87428, Houghton 2041  
Tel: 011 351 5000  
Fax: 011 351 5001

FSP Number: 9140



Hollard.

# Welcome to MotoVantage

MotoVantage is committed to providing fair

**“Event”** The Event which gave rise to Your claim. You may claim for multiple Tyres or Rims per Event, subject to the limits set out in you Policy Wording and Policy Schedule.

**‘Period of Insurance’** is the period for which You paid a premium. This period is the shorter of:

- The expiry date mentioned in Your Policy Schedule; or
  - The time when the tread on Your Tyre is below 1mm, being the legal limit for tread on a Tyre;
- or
- When this Policy ends for any other reason as set out in the section, Ending Cover under this policy: When this policy ends.

**‘Policy’** means Your Policy Schedule and this Policy wording and any endorsements or amendments that collectively make up Your insurance contract with Us and should be read together

**‘Policy Start Date’** is the date on which You bought this Policy and the date that cover begins as stated in Your Policy Schedule. treatment to Our customers through good value for money products and world class service. Our aim is to ensure that all Our communication with You is honest and easy to understand.

The purpose of this insurance Policy wording is to give You peace of mind that You will be covered when Your vehicle’s Tyres or Rims need to be replaced or repaired.

This Policy is sold by the Intermediary and administered by Motorite Administrators (Pty) Ltd. Hollard is the underwriter of the MotoVantage Tyre and Rim Cover Policy.

You can contact Hollard and Motorite Administrators (Pty) Ltd on the contact details set out in the Additional information section at the end of this Policy. The Additional information section contains contact details, disclosures and other important information to ensure You always have all the information You need.

## The parties to this Policy

This Policy is a legal contract between You and Hollard. Only You have rights under this Policy. ‘MotoVantage’ means MotoVantage Holdings (Pty) Ltd with registration number 2014/182594/07 and includes MotoVantage Subsidiaries or Associates from time to time.

- **‘MotoVantage Group’** means MotoVantage and MotoVantage Subsidiaries or Associates from time to time.
- **‘We’, ‘us’ and ‘our’** refers to The Hollard Insurance Company Limited (Hollard), registration number 1952/003004/06. Hollard is a registered insurer in terms of the Short-term Insurance Act 53 of 1998, and a licensed Financial Services Provider in terms of the Financial Advisory and Intermediary Services Act 37 of 2002.
- **‘You’ and ‘your’** refers to the individual named in the Policy Schedule who is the policyholder under this policy.
- **‘Administrator’** refers to Motorite Administrators (Pty) Ltd an Authorised Financial Service Provider Licence No. 9140 Registration No. 1997/00063707, appointed by Hollard to administer Your Policy.

## Key definitions used in this Policy

We have given a specific meaning to certain words.

**‘Accidental Damage’** means physical damage to Tyres or Rims arising from an Event occurring by chance or unintentionally, as a result of Road Hazards.

**‘Commercial Use’** means if the vehicle carries goods for commercial benefit or financial gain

**'Policyholder'** refers to You, the owner of the Policy, named in the Policy Schedule.

**'Policy Schedule'** the Schedule containing Your details and the details of The Vehicle, Period of Insurance, Benefit Limits payable Premium payable, bank details and address.

**'Premium'** for term policies is the amount that You paid to Us when You bought this Policy as set out on Your Policy Schedule. The Premium is paid for the period of insurance. For monthly policies it is the amount that You must pay to Us every month for the insurance benefits under this Policy, as set out on Your Policy Schedule.

**'Premium Collection Date'** is the date on which You must pay the Premium. This is the date on which We will debit the Premium.

**'Rim'** means both Rims and mag wheels.

**'Rim Benefit Limit'** is the rand amount reflected in the Policy Schedule, this is the amount We will pay in relation to Rims over the period of insurance.

**'Road Hazards'** mean cuts, snags, irreparable punctures or bruises to Tyres and damage caused to Tyres or Rims by potholes, rocks, broken glass, steel bits, wooden debris, splinters and similar road conditions or objects.

**'Tyre(s)'** are all the Tyres fitted to Your vehicle at the time of the Event occurring. These Tyres may be new or used.

**'Tyre Benefit Limit'** is the rand amount as reflected in the Policy Schedule, this is the amount We will pay in relation to tyres over the period of insurance.

## How to read this Policy

- The plural of the above definitions is used where appropriate.
- The headings in the Policy are for reference only and will not affect the meaning of the terms and conditions to which they relate.
- Days refer to ordinary calendar days, including weekends and public holidays.

## Your Policy

Your Policy includes this Policy wording and Your Policy Schedule.

- The **Policy wording** includes all the terms, conditions and exclusions that apply to Your cover.
- The Policy Schedule includes the details of the Policyholder, the vehicle, the Tyres and Rims, how much You are covered for and the Premium You have paid or need to pay each month for this Policy. The Policy Schedule and this Policy wording make up Your Policy document. You must carefully read these documents together. Make sure You understand what You are covered for as well as what Your responsibilities are. If You do not keep to the terms of this Policy, it may result in Us not paying a claim or cancelling Your Policy.
- The Policy document will always be the final determining factor in the event of any disagreement around meaning or interpretation.
- The Additional information document is a document that contains contact details, disclosures and other important information to ensure You always have all the information You need.
- It is important to keep the Additional information document and Policy wording and Policy Schedule.
- You can contact Us on the contact details set out in the Additional information document.

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## A. Your responsibilities

### 1. You must pay the Premium for the Period of Insurance

We offer both term Policies and monthly Policies. The Premium for a term Policy is payable as a once-off lump sum amount at the Policy Start Date and is normally for a period of 24 or 36 months. A monthly Policy offers You month-to-month cover and Premiums are payable monthly.

Please read Your Policy Schedule carefully in order to ensure whether You have purchased a term or monthly Policy and when Your Premiums are payable in the event that You have purchased a monthly Policy. You will only have cover under this Policy if You have paid Your Premium by the Premium Collection Date'.

- Your cover starts on the Policy Start Date.
- Your cover ends at the time of any of the events set out in the section, Ending cover under this Policy: When this Policy ends.
- If Your Policy ends during the period of insurance, We will only pay back a portion of Your Premium where We specifically say so in this Policy.
- We will not pay back Your Premium or any portion thereof after a claim if You have chosen the monthly option.

### 2. Grace period for Monthly policies:

You will be entitled to a period of 30 days from the Premium Collection date in which to pay your Plan Fee. This period of grace only applies from the second month of the currency of this Contract.

### 3. Premium collection:

The premium is payable monthly in advance by debit order on the premium collection date.

Written notification of any changes in banking details must be provided to the Administrator at least 10 days before the next premium is due for payment. Should the debit order be rejected or the premium unpaid as a result of insufficient funds or reasons outside of your control, the policy will remain active and a single premium will be collected on the following premium due date. In the event that 2 (two) consecutive premiums are unpaid the policy and all cover and benefits in relation thereto will immediately be cancelled. In the event of any claim becoming payable under this policy, any premiums that were not successfully collected during the existence of the policy will be deducted

### 4. You must maintain Your Tyre(s)

- a. You must maintain Your Tyres and take all reasonable steps to prevent damage to Your Tyres. For example:
  - You must make sure that Your Tyres are inflated at the correct pressure and rotated regularly as stipulated by the Tyre manufacturer.
  - All Tyres and Rim size should be as per manufacturer specification.
  - Any modifications to Your vehicle must be done by a manufacture accredited specialist.
- c. After an Event, You must take reasonable steps to protect Your Tyres from further damage.
- d. For example: Do not continue to drive with a flat Tyre unless You have a manufacturer run flat Tyre, because this may cause further damage to the Tyre.

### 5. You may not use Your vehicle for commercial purposes

- a. We do not cover Tyres or Rims on fleet vehicles, buses, caravans, or vehicles that are used or commercial travelling or as a tool of trade. For example:
  - using Your vehicle as a courier or delivery vehicle;
  - renting out Your vehicle for use by others;
  - using Your vehicle to carry passengers for reward, such as a taxi, Uber or limousine (excluding lift clubs);

- b. You told Us that You use Your vehicle for personal or business purposes when You bought this Policy. This includes using Your vehicle for private, domestic, pleasure, professional and business purposes. Commercial Use, where the vehicle is used to generate income or revenue directly resultant from the use of the vehicle is not covered under this Policy.
- c. If this information is incorrect, or if You start using Your vehicle for any other purpose, You must tell Us immediately. We may cancel this Policy with effect from the Policy Start Date, or from the date that You started using Your vehicle for commercial purposes.
  - If We cancel Your Policy from the Policy start date, We will pay back the full Premium We received for the period of insurance, provided that We have not paid a claim under this Policy.
  - If We cancel Your Policy from another date and We have not paid a claim under this Policy, We will only pay back the portion of the Premium for the period that We did not cover Your Tyres less administration and any other costs incurred by Us.

## **6. You must be honest**

We will not accept any responsibility under this Policy if You, or any person acting for You, is dishonest or misrepresents any information.

You will lose Your right to claim if We are prejudiced or suffer a loss because of dishonest behaviour or misrepresentation. We may cancel Your Policy from the Policy Start Date or from the date of the actions listed above.

## **7. You must keep to the terms and conditions**

You must keep to all the rules, terms, conditions, Your responsibilities and the claims process set out in this Policy document.

## **8. You may not transfer Your rights to another person**

This Policy does not give any rights to any person other than You. You may not transfer Your rights to benefits payable under this Policy to another person. This is known in law as a cession.

If You try to transfer the rights to any benefits in this Policy to another person, We will not recognise that contract. We will continue contract with You as if You had not contracted with someone else.

# **B. Your Tyre and Rim cover**

## **1. Conditions for cover**

- a. If this Policy was sold to You at the dealership We will only cover a Tyre if the Tyre description matches the Tyre description that was recorded
  - when You bought this Policy; or
  - when You replaced a Tyre as set out in this Policy.
- b. If this Policy was sold to You through a call centre, You will not have cover and may not claim for a Tyre or Rim during the first 30 days after the Policy start date.
- c. The Tyres must be within the legal tread limit as determined by the National Road Traffic Act, according to which:
  - The Tyre's pattern must be clearly visible across the full surface of the Tyre, and the Tyre must have a tread depth of at least 1mm across the entire surface and circumference of the Tyre.
  - If the Tyre has a tread depth indicator, the tread may not be level with or below the tread depth indicator.
- d. We will only cover Your Tyres and rims within the borders of South Africa. If Your Tyres or rims are damaged outside the borders of South Africa, We will not consider that claim.
- e. You may take Your vehicle to a Tyre specialist of Your choice provided that they are authorised by the Administrator. Contact the Administrator for approved repairer options.

## 2. What We cover (Main Insurance benefit)

We cover the cost to replace Tyres that are accidentally damaged during the period of insurance and cannot be repaired in Our opinion. We also cover the cost to repair or replace rims that are accidentally damaged during the period of insurance. We will give You a benefit amount up to a maximum of the insured limit as specified in Your Policy Schedule.

## 3. Additional benefits (Non-Insurance benefits)

As a loyal Policyholder You will be entitled to a free wheel alignment and balancing service as well as a free Tyre rotation service after the expiry of 12 months from Your cover start date and continue to enjoy these benefits annually thereafter You will also be entitled to 4 free puncture repairs per annum during Your period of cover.

Please refer to the How to claim section of this Policy for details to claim these benefits limits.

## C. Claiming under this Policy

### 1. How to claim for Your Main Insurance benefit

- a. You must contact the Administrator within 30 days of the Event;
- b. must provide the Administrator with:
  - Photographs of the damaged Tyre or Rim,
  - Your Policy number,
  - Nature of the damage to the Tyre or Rim,
  - Odometer reading of the vehicle at the time of the Event, and Your vehicle's registration number.
- c. The Administrator will assess Your claim based on the information provided and will refer You to an approved service provider;

**Please note:** Subject to the claims process, You must ensure that no repair work is done on Your vehicle until the Administrator has given its authorisation for the work to be carried out. Any repair work started or carried out without Our prior written authorisation will invalidate the claim

- d. Once Your claim is identified as a valid claim under this Policy, the Administrator will issue an authorisation number to the approved Tyre specialist.

### Important notes:

- a. We will not be liable for any defects in Tyres or Rims resultant from the manufacture process.
- b. We reserve the right to engage and appoint a qualified assessor or engineer to assess the damage.
- c. Emergency repairs – repairs after hours, weekends, or public holidays,  
If Your Tyres or Rims need emergency replacement outside of normal business operating hours, then You must:
  - Have the vehicle taken to a recognised Tyre retailer,
  - Take pictures of the damaged Tyres or Rims. Pictures must include the damaged area, Tyre side walls including the tread surface of the Tyre,
  - Request the Tyre retailer to provide You with a written report on the Tyre tread depth of the damaged Tyre or Tyres,
  - Request the Tyre retailer carrying out such emergency repair work to issue the invoice in Your name. The following details must appear on Your invoice: Vehicle details, registration number and/ or Vin Number,
  - Pay the Tyre retailer directly and lodge a claim with the Administrator within 30 days of the Event taking place;
- d. In the event of any claim becoming payable under this policy, any premiums that were not successfully collected during the existence of the policy will be deducted from the claim amount payable.
- e. Upon You lodging a claim You must submit all of the information noted above Please Note: We shall reimburse You for the costs of the emergency work up to the invoice value or applicable benefit limit amount as stated in the Policy Schedule, provided the repair work falls within the terms and conditions and benefit provided in the Policy.

## **2. If the claim is valid – what We will pay**

- a. If it is a valid claim, You may not keep or buy the damaged Tyre or Rim. They become Our property
- b. For Tyre and Rim claims: Your Policy entitles You to a benefit amount that equals the replacement cost of the damaged Tyres or replacement or repair costs of damaged Rims within the specified limits. If the Tyre(s) or Rim(s) is not available from an approved Tyre specialist and they cannot source the Tyre or Rim for You, You may buy the Tyre or Rim elsewhere. We will then reimburse You upon receipt of Your invoice for the lesser of the invoice amount or the Benefit Limit
- c. We will not pay You in cash under any other circumstances unless it is an emergency repair and
- d. You have adhered to the emergency repair procedures set out in this Policy.
- e. If You have a monthly Policy, subject to the Tyre Benefit Limit stated in Your Policy Schedule, We will pay for a maximum of two Events per 12-month cycle from the Policy Start Date in relation to tyre claims. We will pay for the repair or replacement of a maximum of 3 rims over a 36 month cycle.
- f. If You have a term Policy, subject to the Tyre Benefit Limit stated in Your Policy Schedule, We will pay for a maximum of two Events per 12-month cycle from the Policy Start Date in relation to tyre claims. We will pay for the repair or replacement of a maximum of 3 rims over the period of insurance
- g. You may only claim twice a year for both the Rim and Tyre cover.
- h. Please note there is a 30-day waiting period before You can claim if You have chosen a monthly Policy.
- i. Please refer to Tyre and Rim Benefit Limit table under section D

## **3. Our responsibility ends after We have paid a claim**

Once We have paid a claim, We have met Our responsibilities in respect of that particular claim, to You in terms of this Policy. We will not be responsible for any other costs relating to that claim.

## **4. Rejection of claim and time bar**

If We decline liability for a claim made in terms of this Policy, void this Policy, or if there is a dispute regarding the amount of the claim, representation may be made to Us within 90 (ninety) days (the "representation period") of the date of Your receipt of the letter of rejection or avoidance.

## **D. What We don't cover – exclusions**

There are certain times when We won't pay a claim – these are called exclusions. Below is a list of all the reasons why We will not pay a claim.

### **a. We will not pay for Tyres or Rims that are damaged because of:**

- Fire, scorching, charring, melting or burning.
- Vandalism or mechanical failure of the vehicle.
- Cosmetic reasons.
- Off-road activities such as using the vehicle on tracks or routes designed for 4x4 vehicles and which are not public roads
- Modifications to Tyres and/or Rims that are not as per manufacturer specification.
- Where the Vehicle exceeded the maximum carrying capacity as specified by the vehicle manufacturer at the time of the claim event

### **b. We do not cover the following kinds of Tyres or Rims:**

- Tyres that can safely be repaired in the opinion of the Administrator or approved Tyre specialist.
- Tyres or Rims that are damaged because the vehicle was in an accident, and the accident also caused damage to other parts of the vehicle.
- Tyres with less tread than the legal tread limit, as determined by the National Road Traffic Act, according to which:
  - The Tyre's pattern must be clearly visible across the full surface of the Tyre, and the Tyre must have a tread depth of at least 1mm across the entire surface and circumference of the Tyre.

- If the Tyre has a tread depth indicator, the tread may not be level with or below the tread depth indicator.
  - Tyres designed specifically for off road use will not be covered under this Policy
- c. We do not cover any of the following:**
- Replacing a Tyre or Rim because it is lost or stolen.
  - Where the vehicle was used for commercial purposes.
  - The cost to repair any damage to the vehicle, which is caused by a damaged Tyre. For example, if a Tyre bursts and because of that the vehicle is in an accident, We will not pay for any damage to the vehicle.
- d. We do not cover damage to Tyres or Rims if You:**
- Submit a claim later than 30 days after the date of the Event that caused the damage; or
  - Failed to protect and maintain Your Tyres as set out in the section – **Your responsibilities:**
    - You must maintain your Tyres.
    - Abused or misused Your vehicle. For example: Using Your vehicle for drag-racing.
- e.** We will not pay for consequential loss. For example, if Your Tyre is damaged on the way to the airport, We will cover You for the damaged Tyre. We will not pay for any loss You may suffer because You missed Your flight.
- f.** We do not cover wear and tear. This is the gradual deterioration of Your Tyres that is caused by normal driving of Your vehicle, or by exposure to sunlight and weather conditions.
- g.** Damage to the Tyres or Rims which are covered by any other insurance Policy. In this instance, We will only pay Our rateable proportion of any repairs or damage.

## Tyre and Rim Benefit Limits table.

(The Benefit Limits that are available for selection by the customer at sales stage)

Product Option	Benefit Limit per Tyre	Benefit Limit per Rim
Tyre and Rim Cover	R 1 000 per Tyre	R 1 000 per Rim
Tyre and Rim Cover	R 2 000 per Tyre	R 2 000 per Rim
Tyre and Rim Cover	R 3 000 per Tyre	R 3 000 per Rim
Tyre and Rim Cover	R 5 000 per Tyre	R 5 000 per Rim
Tyre and Rim Cover	R 7 000 per Tyre	R 7 000 per Rim

## E. How to claim for Your Non-Insurance benefits

**Please note:** The Non- Insurance benefits listed below are provided and managed by Our approved service provider and are not underwritten by the Insurer.

As a loyal customer, You automatically qualify to access the following extra benefits:

Benefit	Frequency
Free puncture repair	4 per annum
Free Tyre rotation service	1 per annum after the expiry of 12 months from Your cover start date and continue to enjoy these benefits annually thereafter
Free Wheel Balancing	1 per annum – after the expiry of 12 months from Your cover start date and continue to enjoy these benefits annually thereafter
Free wheel alignment	1 per annum- after the expiry of 12 months from Your cover start date and continue to enjoy these benefits annually thereafter

Any one or any of the non-insurance benefits listed above You need to visit any Tiger Wheel & Tyre or Tyres & More outlets. Upon presenting them with Your Policy details, they will validate Your cover and assist You with Your claim at no cost.

## F. Ending cover under this Policy

### 1. Cancelling this policy

a. We will not cancel this Policy

We will not cancel this Policy, except as set out in the sections – Your responsibilities: You may, not use Your vehicle for commercial purposes or You must be honest.

### b. When You may cancel

- You may cancel this Policy at any time.
- If You cancel the Policy during the first 31 days after the Policy Start Date, We will pay back the full Premium received for the period of insurance provided We have not paid a claim under this Policy.
- For term policies: If You cancel the Policy after 31 days from the Policy Start Date, and We have not paid a claim under this Policy, We will only pay back the portion of the Premium for the period that We did not cover Your Tyres, less administration fees and any other costs incurred by Us.
- For monthly policies: If You cancel the Policy after 31 days from the Policy Start Date, and if a Premium has been paid for any period beyond the date of cancellation of the Policy, We shall refund the relevant Premium to You provided that no claims have been paid or are pending.
- Upon the cancellation of Your Policy You will not enjoy any further cover under the main benefit as well as the non-insurance benefits.

## 2. When this Policy ends

This policy ends when:

- the period of insurance comes to an end;
- You sell Your vehicle. You need to notify Us of the sale of Your vehicle within 30 days in order for Us to stop the Premium collection on monthly polices. You will be entitled to a refund of Premium as set out in section E;
- You have exhausted the benefits under this Policy, as set out in Your Policy wording and Policy Schedule;
- You asked Us to cancel this Policy; or
- We cancelled this Policy as set out in the Section A.

## 3. When cover for a Tyre or Rim ends

a. Cover for a Tyre or Rim ends when:

- You sell or replace the Tyres and Rims don't inform Us of the details of the replacement goods;
- You have exhausted the benefits under this Policy, as set out in Your Policy wording and Policy Schedule; or
- the tread depth of the Tyre is less than the legal tread limit as determined by the National Road Traffic Act.

## G. General conditions

### 1. The privacy of Your personal information

We care about the privacy, security and online safety of Your personal information and We take

Our responsibility to protect this information very seriously. Below is a summary of how We deal with Your personal information. For a more detailed explanation, please read Our Official

Privacy Notice on Our website.

**Processing Your personal information:** We have to collect and process some of Your personal information in order to provide You with Our products and services, and also as required by insurance, tax and other legislation.

**Sharing Your personal information:** We will share Your personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about Your insurance, claims and Premium payments. We do this to assess claims, prevent fraud and to conduct surveys.

**Protecting Your personal information:** We take every reasonable precaution to protect Your personal information (including information about Your activities) from theft, unauthorised access and disruption of services.

**Receiving marketing from Us:** Please contact Us on the details listed under Additional Information if You want to change Your marketing preferences. Remember that even if You choose not to receive marketing from Us, We will still send You communications about this product.

### 2. We may make changes to the Policy conditions

We may make changes to the Premiums or terms and conditions of this Policy at any time. We

will tell You at least 31 days before the effective date of the changes. We will send You an updated Policy wording and an explanation of the changes.

### 3. We will send correspondence to You

We will send all correspondence to the address You gave Us. We assume that You received and read Our correspondence if it was addressed to You.

### 4. Currency

Premiums, claims and indemnity payments payable under this Policy will be paid in South African Rand only.

### 5. Law

The Policy will be governed by and interpreted in accordance with South African law in the courts of South Africa.