

In return for the Insured paying the premium and continuing to meet all the conditions for cover, Lombard Insurance Company Limited on acceptance of the premium will provide insurance cover under the Autosure Tyre Warranty Policy as described in this document. Signed for and on behalf of Lombard Insurance Company Limited.



INTRODUCTION

This document contains the Autosure Tyre Warranty Policy wording. The details of this Policy document have been set out for your information. This Policy is underwritten by Pinnafrica Insurance Underwriting Managers (FSP No. 39123), a licensed Financial Services Provider. For the purposes of this document, you are defined as the Insured. This Policy has specifically been designed by Pinnafrica to provide an Insured with insurance replacement value, for any Autosure client who takes out the Policy and who suffers irreparable damage to a tyre, subject to the terms, conditions and exclusions of this Policy.

This Policy wording together with various administrative forms, application forms and Policy Schedules, declarations, authorisations and agreements pertaining to this Policy supplied by Pinnafrica shall form the basis of this insurance contract. In the event of any conflict between the provisions of this Policy and that of any other document as mentioned above, the provisions of this Policy Wording shall prevail.

COMMUNICATION INFORMATION

Should you wish to communicate with Pinnafrica in connection with this Policy kindly contact:

Customer Services Department
Pinnafrica Insurance Underwriting Managers, PO Box 98758, Sloane Park, 2152
Tel Number: 011 244 1300 / 0861 800 855; Fax Number: 011 244 1301

Please note that you are to, accurately and properly disclose all material facts and furthermore all information provided by you or on your behalf is your own responsibility.

INSURED

An Insured shall mean a person who has successfully applied for this Policy and paid for it in full.

INSURER

The Insurer is Lombard Insurance Company Limited ("Lombard").

UNDERWRITING MANAGER

The underwriting manager is Pinnafrica Insurance Underwriting Managers who is mandated by Lombard to underwrite and administer the Policy ("Pinnafrica").

INSURED ITEM

Insured item shall mean any specified passenger tyres fitted on behalf of the Insured to a specified vehicle. The cover in terms of this Policy shall be for the Insured only. This Policy is not capable of assignment to any other person. This Policy shall lapse should the tyre/s be removed and/or transferred to a vehicle other than the specified vehicle on which the tyre/s were originally fitted.

As proof of purchase of the tyre and this insurance Policy, a copy of dealer invoice(s) relating to the tyre/s and insurance Policy shall be required to be retained by the Insured for the duration of this Policy.

INSURED EVENT

Should the Insured item become irreparably damaged during the Period of Insurance, while used on a maintained South African road, as a result of a cut, bruise, impact break or puncture but which damage shall exclude cosmetic, chemical or atmospheric damages, Pinnafrica shall credit the Insured with the Sum Insured (as defined below) toward the price of an equivalent new tyre.

TYRE IDENTIFICATION

Each tyre has a description which will be recorded at the time of insurance.

LEGAL TREAD LIMIT

This is the minimum legal tread limit (hereafter referred to as the Tread Limit) as stipulated by the National Road Traffic Act No 93 of 1996. This states that no person shall operate a motor vehicle on a public road which:

1. 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 one millimetre (1mm) in depth; or
2. is fitted with a pneumatic tyre which contains a tyre tread depth indicator, if the tread is level with the tyre tread depth indicator.

PERIOD OF INSURANCE

The Period of Insurance will be until the earlier of:

1. the original tread of the Insured item being worn to the Tread Limit as defined above at the time of a claim; or
2. the expiration of 1 or 2 years depending on the benefit option selected, from the date of purchase of the Insured item; or
3. 50 000 (fifty thousand) kilometers travelled on the Insured Item; or
4. sale or change of the vehicle on which the tyre/s were installed.

SUM INSURED

The Sum Insured shall be calculated as the minimum of the value of the tyre being replaced or the maximum benefit applicable to the premium which was paid.

Benefit Options
12 Months or 25 000 km;
24 Months or 50 000 km;

Below are the various bands of cover available.

Price of Tyre
R0 – R1000
R1,001 – R1,500.00
R1,501 – R2,500.00
R2,501 – R3,500.00
R3,501 – R4,500.00
R4,501 – R6,000.00

Should the Insured not wish to purchase a new passenger tyre, the Insured shall forfeit his right on the credit. The Sum Insured and Insured Event shall be determined by Pinnafrica.

DATE OF LOSS

The term "Date of Loss" shall mean the date upon which the Insured Event occurs, which date must fall within the Period of Insurance.

SPECIFIC EXCLUSIONS, PROVISIONS AND CONDITIONS

SPECIFIC RESTRICTIONS OF LIABILITY

Pinnafrica's liability in terms of this Policy shall not under any circumstances:

1. Extend to cover vehicles within Fleets, Taxis, vehicles used as Taxis, Buses, Caravans, Trailers, Commercial & Car Hire Vehicles, Dispatch or Courier Services, Driving Tuition, Tow Trucks, Car Hire or Reward, Speed testing, Off-road activities or vehicles with a GVM exceeding 3.5 tons.
2. Extend beyond the Period of Insurance;
3. Extend beyond the Sum Insured;
4. Exceed the number of tyres installed as detailed on the proposal;
5. Extend to provide cover in the event that a claim is made where the damaged tyre's description does not match such description as recorded at the time of purchase;
6. Extend to tyres having less than the Legal Tread Limit.

This Policy shall cease to be in force if:

1. the Insured item no longer belongs to the Insured; or
2. no premium has been paid by the Insured in terms of this Policy; or
3. the Insured as the purchaser of the Autosure Tyre Warranty Policy is no longer the owner of the vehicle to which the tyre was installed.

GENERAL EXCLUSIONS ON LIABILITY

1. This Policy does not cover loss or damage directly or indirectly caused by, related to or in consequence of:
 - (i) civil commotion, labour disturbances, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the above
 - (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war
 - (iii) (a) mutiny, military rising, military or usurped power, martial law or state of siege or any other event of cause which determines the proclamation or maintenance of martial law or state of siege
 - (b) insurrection, rebellion or revolution
 - (iv) any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overflow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence.
 - (v) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economical change or in protest against any State or Government or any provincial, local or tribal authority or for the purpose of inspiring fear in the public or any section thereof
 - (vi) any attempt to perform any act referred to in clause (iv) or (v) above
 - (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in clauses (i), (ii), (iii), (iv), (v) or (vi) above

If We allege that by reason of clauses (i), (ii), (iii), (iv), (v) or (vi) or (vii) of this General Exclusion loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on You.

- B. Any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this Policy applies.
2. Notwithstanding any provision of this Policy including any exclusion, exception or extension or other provisions not included herein which would otherwise override a General Exclusion, this Policy does not cover loss or damage to the Insured Item or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this General Exclusion 2 an act of terrorism includes, without limitation, the use of violence or force of the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or Government or any other person or body of persons, committed including any act committed with the intention to influence any Government or for the purpose of inspiring fear in the public or any section thereof.

If We allege that, by reason of this General Exclusion, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on You.

3. This Policy does not cover any legal liability, loss, damage cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from
 - (a) ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
 - (b) nuclear material, nuclear fission or fusion, nuclear radiation;
 - (c) nuclear explosives or any nuclear weapon;
 nuclear waste in whatever form; regardless of any other cause or event contribution or event contributing concurrently or in any other sequence to the loss. For the purpose of this General Exclusion only, combustion shall include any self-sustaining process of nuclear fission.

4. This Policy does not cover 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 services, crime prevention units or other officials or authorities.

If We allege that, by reason of this General Exclusion, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on You.

SPECIFIC EXCLUSIONS ON LIABILITY

Pinnafrica shall not be liable for/it:

1. Manufacturing defects in workmanship and/or materials of the Insured Item;
2. Loss of or damage to the motor vehicle on which the Insured Items were installed;
3. Loss of or damage to the rims or alloy wheels of the motor vehicle on which the Insured Items were installed;
4. Any amount which exceeds the Sum Insured as calculated;
5. Damage to the motor vehicle or injury to the driver as a result of any road hazard;
6. Any tyres deemed to be safely repairable;
7. Damage to the tyres if some other part of the vehicle, not rims or alloy wheels, is damaged at the same time;
8. The Insured Items become unusable and irreparable as a result of:
 - 8.1 vandalism;
 - 8.2 abuse;
 - 8.3 mechanical irregularities of the vehicle;
9. Loss or damage arising from or contributed to by dishonesty of a principal member, director, partner, employee or agent of the Insured;
10. Negligence of whatsoever nature resulting in damage to the Insured Item;
11. Any claim which is not submitted within 30 (thirty) calendar days from Date of Loss being irreparable damage;
12. Loss or theft of the Insured Items.
13. The vehicle is deemed to be a Total loss or where a vehicle accident claim is submitted.
14. Any claim submitted within 30 (thirty) days of the policy inception.
15. Damage caused by using the vehicle at the incorrect tyre pressure.
16. Damage caused by incorrect wheel balancing, defective steering, geometry/tracking or defective suspension.

If We say that a claim is not covered because of the Specific Exclusions in 1 to 16 above, then You must prove the contrary.

GENERAL PROVISIONS

1. PREMIUM CALCULATION AND AMENDMENTS

Pinnafrica shall calculate the premium amount payable on the value of the initial purchase price of the tyre as per the Schedule.

2. NO PREMIUM, NO COVER

This Policy is conditional upon and will only come into effect following payment of the premium, which will be paid once only at the time of purchase of the Insured Items.

3. AMENDMENTS TO THE POLICY

Pinnafrica may amend this Policy by way of endorsement, provided that any amendment will not affect the extent of cover already provided in terms of this Policy. Amendments that affect the cover provided by this Policy shall be communicated to the Insured in writing by giving the Insured 30 (thirty) calendar days notice to the Insured's last known postal address before the amendment takes effect.

4. CANCELLATION

This Policy may be cancelled by the Insured giving Pinnafrica 30 (thirty) calendar days written notice of cancellation. No refund of premium shall be allowed unless the Insured's written cancellation request is received by Pinnafrica within the first 30 (thirty) calendar days of issue of the invoice that includes the premium for the insurance. A policy that has had a claim paid on it will terminate on the same day as the claim is paid, regardless of this 30 (thirty) day period.

5. MISREPRESENTATION, MISDESCRIPTION OR NON-DISCLOSURE

Misrepresentation, misdescription or non-disclosure of any material fact or circumstances in connection with this Policy, a claim in terms of this Policy or the application for this Policy may result in this Policy being cancelled, a claim rejected or the Policy voided from inception.

6. FRAUD

If any claim or part thereof under this Policy is in any way fraudulent, or if any fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy, all benefits afforded in terms of this Policy in respect of such claim, and premiums paid in respect of this Policy shall be forfeited, and this Policy may be at Pinnafrica's discretion voided or cancelled as from the date of the fraudulent conduct.

7. REJECTION OF CLAIM AND TIME BAR

In the event of a claim being rejected or the Insured disputes the *quantum* of the benefit paid by the Insurer, the Insured is entitled to make representations to the Insurer in respect of its decision to reject the claim or as to the manner in which the quantum of the benefit was calculated for a period 90 (ninety) days from the date of receipt by the Insured of the letter of rejection.

Representation must be submitted in writing to:

Pinnafrica Insurance Underwriting Managers,

PO Box 98758, Sloane Park, 2052

Fax Number: 011 244 1301

The Ombudsman for Short Term Insurance

PO Box 32334, Braamfontein, 2017

Tel Number: 011 726 8900, Fax Number: 011 726 5501

In terms of Section 15 of the Financial Services Ombud Schemes Act No. 37 of 2004 that on the receipt of the official referral to the aforementioned ombud any applicable time barring clause in terms of this policy or the running of prescription in terms of the Prescription Act No 68 of 1969 from the date of referral to the date of withdrawal of the referral or determination of the referral by the ombud shall be stayed.

If the dispute is not satisfactorily resolved in this manner, legal action may be instituted against the Insurer for the enforcement of the claim by way of the service of summons against the Insurer. Summons must be served on the Insurer within six (6) months from the date you receive the outcome in respect of the representations you have made failing which all benefits in respect of such claim shall be forfeited and no liability can arise in terms of such claim.

8. CONDITION PRECEDENT

Compliance by the Insured or anyone acting on behalf of the Insured with all the terms, conditions and warranties of this Policy is a condition precedent to Pinnafrica's liability in terms of this Policy.

9. CURRENCY AND LAW

The calculation of the Sum Insured shall be in South African currency and any questions of law shall be decided according to South African law.

10. CLAIMS PROCEDURE AND NOTIFICATION PERIOD

On the happening of an Insured Event, which may result in a claim in terms of this Policy, the Insured is required to go within 30 (thirty) calendar days of the event to the nearest Tyre Dealership and request them to contact:

Pinnafrica Claims Department: contact numbers 0861 800 855 / 011 244-1300.

The Insured must make available to the tyre supplier the following:

10.1 Policy Schedule, Identity document, vehicle and damaged tyre.

10.2 Pinnafrica will check and confirm the details of the policy on the system and send a claim form through to the tyre dealership for completion and return.

10.3 The Manager of the tyre dealership will be asked to assess the Insured Item and confirm the validity of the claim on the claim form. Approval for the replacement of the new tyre will be given by Pinnafrica in writing to the tyre dealership. Where the Insured is responsible for any portion of the payment of the replacement tyre, this will be stated to the dealership at the time the claim is approved.

10.4 In the event of a valid claim being approved, the Insured will not be entitled to buy/keep the Insured Item. Ownership in and to the Insured Item shall pass to Pinnafrica against receipt of the Policy benefit by the Insured. The tyre dealership is required to keep the damaged item at their premises for a period of no less than 180 (one hundred and eighty) days, (or sooner with written approval from Pinnafrica) after which time the damaged item need no longer be kept.

10.5 Upon receipt of the valid invoice, the tyre dealership will be credited with the approved amount. Where the Insured is responsible for any portion of the payment, this will be stated to the dealership at the time the claim is approved and the Insured is responsible to pay this amount immediately.

PINNAFRICA'S RIGHTS

Despite what this Policy says elsewhere, Pinnafrica will not be liable for the benefit(s) of this Policy unless the premium has been received and satisfactory proof of a claim has been submitted as required by Pinnafrica. A credit of the Policy benefit will be full and effective discharge by Pinnafrica of its liability and obligations in terms of this Policy relative to each tyre installed and recorded on the invoice to which this Policy applies.

FOR INFORMATION PURPOSES ONLY

Complaints Procedure for the Insured's benefit.

If the Insured has a complaint about the advice or the service received from anyone, please contact:

Customer Services Department

Pinnafrica Insurance Underwriting Managers, PO Box 98758, Sloane Park, 2052

Tel Number: 011 244 1300 / 0861 800 855, Fax Number: 011 244 1301

Or the FAIS Ombudsman, PO Box 74571, Lynwood Ridge, 0040

Tel Number: 012 470 9080 / 0860 324 766, Fax Number: 012 348 3447,

info@faisombud.co.za

MATTERS OF IMPORTANCE

You must accurately, fully and properly disclose all material facts. 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 anyone on your behalf.

Misrepresentation, incorrect or non-disclosure by you of any material facts or circumstance may impact negatively on any claims arising from this insurance contract.

If you feel that the Policy or the manner in which the Policy was sold does not meet legal requirements, please write to:

The Compliance Officer

Lombard Insurance Company Limited, PO Box 2740, Parklands, 2021

Tel Number: 011 551 0600, Fax Number: 011 551 0603

Lombard Insurance Company Limited is an authorized Financial Services Provider.

License Number - 1596

The Compliance Officer
Lombard Insurance Company Limited

PO Box 2740

Parklands 2021,

Tel: (011) 551 0600

Fax: (011) 551 0603

The Ombudsman for
Short-Term Insurance

PO Box 32334

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