

# **Tyre & Rim Cover**

Terms and Conditions

#### Tyre & Rim Cover

Even the most careful drivers can be caught unawares by potholes and uneven roads. This product has been designed with this in mind and offers cover for accidental damage to the insured vehicle's tyres and rims.

#### Important information

#### Schedule

This part of your policy describes the insured property, premium(s), excesses, limit(s) of cover and any other special conditions that apply to your cover. Your schedule also includes the declarations you made for calculating of your premiums and us accepting your policy.

#### **Excesses**

The basic excess is the portion noted in your schedule that you are responsible for, as the first payment on each accepted claim.

Additional excess refers to an excess required by us in addition to your basic excess.

#### All you need to know about your premium payments

Your policy is a monthly one, and you must make the monthly payment in advance.

## **Payments**

We will deduct your premium on the date that we agreed on as stated in your schedule. If your deduction date falls on a Sunday or public holiday, your debit order may go off on an earlier date.

# Non-payment of premiums

If your premium is not received on your preferred deduction date, an attempt will be made to collect it on a more suitable deduction date, so that you are covered. If your premium is not received on the due date(s) as stated in your schedule, you will not have any cover for the period you did not pay.

You are allowed a 15-day period of grace from the due date to pay any outstanding premium. This grace period does not apply if the unpaid premium was the first premium due at the start of the policy.

When cover is interrupted because we did not receive your payment, we have the right to debit your account again the following month to reinstate your cover. You must make a payment for the cover to continue. The policy will be cancelled immediately if payment is not received for three consecutive months.

## Disputed payments

The policy will be cancelled immediately if you decide or instruct your bank to stop your debit order.

## Making changes to your policy

Should you need to make changes to your policy, here's everything you need to know.

## When you make changes

Call us on **0860 10 55 38**. Any change or cancellation that you make will start at the agreed-upon time and date. If you cancel your policy during an insured month, you will not be refunded the premium paid for the rest of that month. You will, however, have cover for the remainder of the month.

## When we make changes

We may change or cancel your policy by giving you 31 days' notice. If we become aware of any information that materially affects the risk to the extent that the risk is no longer acceptable, or if we would not have issued a policy had we been aware of this information, we may cancel your policy from the date of the actual change in risk or from the policy start date, whichever happened the earliest. We may give notice verbally, electronically, or by post to your last known address.

## Policy review

Your policy may be reviewed annually on the anniversary date. Any changes made to your policy before the review date will also be subject to the annual review. We will give you 31 days' notice of such review and its outcome.

#### Important time limits

We will only cover you for a claim if you stick to the following time limits.

# When you learn of an incident or receive any documents, you must:

- Inform us and give us full details after becoming aware of any incident that may lead to a claim within 30 days of becoming aware of the incident
- · Give us any information, proof, documents and co-operation that we need within 14 days of request.

#### How to claim

Claiming with us is easy.

## Submitting a claim

All claims are handled telephonically. Call us on **0860 10 55 38** to submit your claim.

## How we cover you

According to the conditions of your policy, we can pay, replace, or repair (or a combination) through a supplier or repairer of our choice.

If there is a delay in the replacement or repair of the tyre or rim for whatever reason, we will not cover you for any consequential or resultant losses that this may cause.

If the damaged tyre or rim forms part of a set or pair that needs to be replaced, we will either replace the individual item or settle the cash equivalent. We won't replace the entire set or pair.

# What you pay when you claim

You are responsible for covering any excesses listed in your schedule whenever you claim.

## Our complaints process

Here is what you need to know about our complaints process.

# Complaints handling procedure

You may contact our Internal Dispute Resolution Department in the following ways to lodge your dispute regarding a claim or any general complaint:

Email: disputeresolution@budgetins.co.za

Telephone Number: **0860 00 42 94** 

In accordance with the Policyholder Protection Rules, you have 90 days to dispute the outcome of your claim by contacting our Internal Dispute Resolution Department as a first step. Immediately following this 90-day period, you have six months to serve us with a summons. If you do not do so within this time, your right to challenge the decision will be forfeited.

We guarantee that your dispute will be handled efficiently and reviewed impartially. We encourage you first to make use of our Internal Dispute Resolution Department to resolve your dispute promptly.

Once our Internal Dispute Resolution Department has dealt with your dispute, and should the outcome not be to your satisfaction, you may escalate the matter to our Internal Adjudicator or the National Financial Ombudsman within six months.

#### Some legal terms

Understanding the legal part of your policy.

## Sharing of information

To offer you our services, we need to process your personal information. We do so according to our business requirements and legal obligations. By taking out this policy, you accept that The TIH Group of Companies may verify and/or process your personal information against any other reasonable and legitimate sources or databases for insurance, financial services and risk-management purposes. This is to ensure the accuracy and completeness of any personal information provided on an ongoing basis.

For more information on how we process your personal information, look at your policy schedule.

You may access your personal information that we hold, object to its processing, request us to correct any errors, or delete it if there is no legitimate reason for us to keep it.

#### Jurisdiction

Your policy is subject to South African law and to the jurisdiction of a South African court. We are not liable for any legal costs and expenses not incurred in the Republic of South Africa.

#### **General Terms and Conditions**

These are the general terms and conditions of the policy, which apply to every section of your policy. You must read these together with the specific terms and conditions under the benefit section of this policy.

Your policy schedule, terms and conditions, together with any correspondence sent to you, as well as any verbal agreements made, will form your insurance policy. Please ensure that you are familiar with the contents of all the documents and that all the details noted on your schedule are correct in every respect.

## Your obligations - what you need to know and do

#### You must:

- give us true and complete information.
- let us know if any of the policy's specifics or declarations are incorrect or have changed, such as if you move the location where the insured vehicle is kept.
- let us know if you haven't disclosed anything that may be crucial for us to know before we accept the policy or continue to provide cover under this policy. For instance, an insurance company cancelled a policy against you or anyone who was covered under the policy because of a dishonest or fraudulent claim.
- comply with all our reasonable requests.
- allow us to access your property, take any claimed item, maintain ownership, and handle it however we deem appropriate.
- not abandon any property that you have claimed for, whether we have taken possession of the claimed property or not.
- maintain your tyres and rims and take all reasonable steps to prevent damage. For example, you must ensure that your tyres are inflated at the correct pressure.
- take all reasonable steps to prevent further damage after an incident. For example, do not continue to drive with a flat tyre and/or damaged rim.
- not allow any replacement or repairs without our approval. You must get our consent before repairing or replacing any damaged tyre and/or rim.

Your cover may be cancelled, or you may not enjoy cover when you claim, if you do not fulfil any of the above obligations.

#### **Dual insurance**

If damage to tyres and rims is covered by any other policy, contract, warranty or insurance product, we will only cover you for our portion of the damage.

#### Limit of cover

Your schedule displays the maximum indemnity limits for benefits covered under this policy. We will cover you for the reasonable costs up to these limits.

# Inflation, dishonesty or fraud

If you or anyone acting on your behalf or anyone covered by this policy submits a claim or any information or documentation related to a claim that is false, dishonest, inflated or exaggerated, we will reject the entire claim and cancel your policy starting from the date the incident was reported or the actual incident date, whichever date is the earliest.

We reserve the right to claim repayment from you for any amount we have paid towards the settlement of your claim, irrespective of whether the claim itself was fraudulent or not. We may void or cancel your policy and lay criminal charges against you.

Some examples of fraudulent behaviour include, but are not limited to:

- giving inaccurate or incomplete information about your risk profile.
- supplying inaccurate or false information regarding a loss that occurred.
- claiming for a fictitious loss.
- providing false documents to substantiate your claim.
- claiming for damages that didn't occur or property you didn't own.
- inflating a legitimate claim.
- submitting a claim you know to be false, fraudulent or exaggerated.
- hindering the outcome of a legal dispute.

## Non-adherence to policy terms and conditions

Cover and benefits provided under this policy are provided on condition that all terms and conditions of this policy are adhered to.

Terms, conditions and exclusions apply to the policyholder, anybody who is covered under this policy, anybody who acts on their behalf, or anyone who uses the insured property with their permission.

## Waiting period

We won't cover claims towards any damage or benefits that happen before, or within, the first 30 days of the policy becoming active. If cover was interrupted for any reason, the 30-day waiting period will recommence.

#### Territorial limits

The vehicle's tyres and rims are covered within the borders of South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Eswatini (Swaziland), Zambia and Zimbabwe.

## **Summary of benefits**

Here's a look at your benefits.

#### **Core Benefits**

Damage to tyres Y

Damage to rims Y

# Extension of cover

Wheel balancing and alignment Y

Puncture repair Y

#### Benefit description and conditions

## Damage to tyres

We will cover you if the tyre of the insured vehicle is damaged due to inequalities in the road surface, potholes, kerbs or debris and other material lying on the road surface. If the tyre cannot be safely repaired in the opinion of our approved tyre specialist, we will pay for the replacement of a similar new tyre.

We will also cover you for the costs of balancing and alignment of the wheel after replacement.

This benefit is limited to two incidents in a 12-month period.

#### Damage to rims

We will cover you if the rim of the insured vehicle is damaged due to inequalities in the road surface, potholes, kerbs or debris and other material lying on the road surface.

If the rim cannot be repaired, we will pay for the replacement of a similar rim.

This benefit is limited to two incidents in a 12-month period.

## Wheel balancing, alignment and tyre rotation

We will pay the costs of balancing, aligning and tyre rotation of the wheels of the insured vehicle, regardless of whether you have a claim or not.

The benefit is limited to one wheel balancing, alignment and tyre rotation in a 12-month period, unless we have agreed to also replace a damaged tyre.

# Puncture repair

We will pay for the cost to repair punctures to the tyres of the insured vehicle, regardless of whether you have a claim or not.

This benefit is limited to six repairs in a 12-month period.

#### **General exclusions**

We do not cover you for damages relating to:

# Wear and tear, and other gradual causes

Wear and tear, or anything that happens over time, and that is not sudden and unforeseen, including deterioration, corrosion, rust, oxidation or discolouration.

#### **Theft**

Replacement of tyres and rims if they are lost or stolen.

## Vehicle accidents

Damage to the tyres and rims if the vehicle was in an accident, and the accident also caused damage to other parts of the vehicle. Damage to the vehicle is not covered.

# Consequential loss and resultant damage

Any consequential or indirect loss or damage that results directly or indirectly from any cause whatsoever. This includes, amongst other things, compensation for inconvenience, interest, or loss of money.

#### Deliberate and malicious acts

If you or a member of your household, anybody who is financially dependent on you, or anybody who acts on your behalf, deliberately causes loss or damage. This includes misuse, neglect and malicious acts.

## Loads exceeding registered capacity

If your vehicle is used to carry any load or number of people in excess of its registered capacity.

#### Domestic animals

Damage to tyres and rims caused by domestic animals.

## Pre-existing loss and damages

Any damage where the incident occurred prior to the date that cover commenced under this policy.

## Vehicles used for racing or trials

If your vehicle is used in any type of race, competition, rally, time trial, speed trial, drag-racing, off-road activities or at a track day.

#### Vehicle use

If your vehicle is used for rental or other commercial purposes, or in the motor trade.

# No licence, driving under the influence, endorsed licence or invalid licence

If the driver of the vehicle is under the influence of alcohol or drugs, or the percentage of alcohol exceeds the legal limit, or fails a breathalyser test.

If the driver is not licensed (unlicensed, invalid or suspended license) to drive the vehicle.

# Tyre with less tread than the legal limit

If the tread depth of any damaged tyre is below the legal limit as determined by the National Road Traffic Act.

#### Other causes

Damage to rims and tyres caused by:

- manufacturer defects, failure or workmanship,
- the use of unsuitable or defective materials or parts,
- cosmetic changes or modifications that are not as per manufacturer specifications, or
- lack of maintenance.

Sales, Client Care & Claims 0860 10 55 38