



General Operative Clause

This policy is the contract between the Guardrisk Insurance Company Limited (the Insurer), administered by X'S Sure, and the Insured, as stated in the schedule. Any application or statement made by the Insured or on his/her behalf will form the basis of this policy and be part thereof.

In consideration of the payment and upon receipt of the premium, the Insurer will indemnify the Insured, subject to the terms, exclusions and conditions of the policy, against an insured event for which s/he is covered under the policy that occurs during the period of insurance, as stated in the schedule, up to the sums insured provided within the applicable sections.

Definitions

Tyres: any tyre(s) purchased and fitted to an insured vehicle by a reputable tyre franchisee.

Reputable tyre franchisee: any approved X'S Sure tyre centre or mobile unit in the country. Please note that all claims and replacements of tyres will only be paid for by this policy, should the client replace his/her damaged tyre(s) after first calling the X'S Sure call centre on **08600 181 40** to obtain details of X'S Sure's approved tyre centres or mobile units.

Insured Events

In the event of loss caused by an insured event, as stated below, the Insurer will indemnify the Insured against the cost of repair or replacement of a tyre, including valves and balancing.

Accidental damage

In the event of damage to a tyre caused by hard braking, cuts, bursts or bumpy roads, the Insurer will, subject to Conditions 5 and 6, indemnify the Insured for the cost of repair or replacement of a tyre, including valves and balancing, provided that the indemnity is based on the percentage of unused tread left on the tyre.

General Conditions

1. Period of insurance

The initial period of insurance is 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.

2. Payment of premiums

The Insured and any other Insured(s) are collectively and individually responsible for the payment of the monthly premium.

3. Duty of care

The Insured must exercise all reasonable precautions for the maintenance and safety of the property insured, as well as prevent or minimise loss or damage.

4. Cancellation

The policy may be cancelled by the Insured or the Insurer at any time, by giving 30 days' written notice thereof at the Insured's last contact address according to the Insurer's records.

5. Theft of Tyre/s

This policy covers theft of spare wheel up to a maximum limit of R3000.

6. Limit of indemnity

The Insurer will indemnify the Insured as per the original amount on his/her invoice relating to the purchase of tyres, less any wear and tear on the tyre at the time of an event that may result in a claim. Each and every claim will be limited to a maximum indemnity of R5, 000 per tyre, less any wear and tear/worn tread. Maximum liability per claim/event is R10, 000. This policy is limited to two claims per year, or one claim if two tyres are replaced in one incident. All claims must be reported to the X'S Sure call centre on **08600 181 40** before any replacement of damaged tyre(s) may be done. No claim(s) will be paid if the client replaces tyre(s) without authorisation from X'S Sure.

7. Claims

An insurance credit will be paid should a tyre become irreparably damaged on a maintained South African road as a result of a cut, bruise, impact break or puncture, excluding cosmetic, chemical or atmospheric damages. The Insurer will credit the Insured with the sum insured towards the net price of an equivalent new tyre, that must be purchased from and fitted at any approved X'S Sure Tyre Centre or Mobile Unit franchisee.

8. The Insurer's rights after an occurrence that may lead to a claim

Upon indemnification of the Insured, the Insurer expects the Insured to assist them in every way possible to exercise their right of recourse.

9. Fraudulent or willful acts

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

- 9.1 If a claim is fraudulent in any respect, or if fraudulent means are used by the Insured, or on his/her behalf, to obtain any benefit under this policy.
- 9.2 If a claim in any way occurs due to a willful act committed by the Insured or with his/her knowledge.
- 9.3 If information in connection with a claim is untrue.

Exclusions

10. The Insurer will not be liable to pay for any loss or resultant damage

- 10.1 any claim that happens within the 1st 30 days of inception of the policy;
- 10.2 to tyres on all fee paying transporting vehicles;
- 10.3 caused by safety devices built into or fitted in tyre(s);
- 10.4 caused to tyre(s) by safety devices, or built-in safety mechanisms;
- 10.5 flat tyres,- where the tyre cannot be repaired as a result of a normal puncture;
- 10.6 caused to tyres as a result of driving while the tyre(s) are deflated;
(Punctured tyre(s)-: tyre(s) that could have been repaired, if not been driven on while punctured.)
- 10.7 to tyres that have a tread depth of less than 1mm at any point;
- 10.8 to tyres fitted to a vehicle used for racing, pace setting, speed testing, reliability trials, hire or reward, off-road activities, dispatch or courier services, or driving tuition;
- 10.9 caused by or resulting from an accident involving the motor vehicle on which the tyres were fitted;
- 10.10 resulting from misaligned wheel balance;
- 10.11 to retreads, i.e. tyres that have been refitted with rubber retreads;
- 10.12 covered under a supplier or manufacturer's warranty or guarantee period;
- 10.13 from, or any liability arising from faulty manufacturing or fitment;
- 10.14 to the vehicle resulting from an event covered by this policy;

- 10.15 to rims, mags or any safety devices fitted on or in the tyre;
- 10.16 or liability to third parties, or third party property damage;
- 10.17 caused by nuclear substances or activit;.
- 10.18 insured or insurable by a SASRIA policy;
- 10.19 caused by any act of terrorism. For the purpose of this exclusion, an act of terrorism includes, without limitation, the use of violence or force or the threat thereof, whether as an act harmful to human life or not, by any person or group(s) of persons, whether acting alone or on behalf of, or in connection with any organisation or government, committed for political, religious, personal or ideological reasons or purposes, 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.

11. The Insurer will not be liable to pay for any consequential loss.

TABLE OF INDEMNITY- LDV'S and 4X4's

TREAD LEFT	PERCENTAGE OF LIABILITY
1mm	10%
2mm	15%
3mm	25%
4mm	30%
5mm	35%
6mm	40%
7mm	45%
8mm	55%
9mm	65%
10mm	75%
11mm	85%
12mm	95%
13mm	100%

TABLE OF INDEMNITY- Private vehicles

TREAD LEFT	PERCENTAGE OF LIABILITY
1mm	10%
2mm	25%
3mm	35%
4mm	50%
5mm	65%
6mm	75%
7mm	85%
8mm	100%