

# GENRIC MyCarCare

## Rotate Tyre and Rim Warranty

### Contents

Rotate Tyre and Rim Warranty .....	1
Important Contact Details.....	2
Office Hours .....	2
Our Contract .....	2
What are you covered for? .....	2
Benefit Table .....	2
Maximum amount payable.....	3
Excess .....	3
Period of Insurance .....	3
Transferability of this Policy.....	3
Policy Cancellations and Amendments.....	4
Premium payments.....	4
Premium refunds .....	4
Dual Insurance .....	4
Claim Process .....	4
Rejection of claim and time bar .....	4
Fraud and dishonestly.....	5
Wear and Tear.....	5
Legal Tread Limit.....	5
Policy Exclusion .....	5
Consent to disclosure of confidential information .....	5
Jurisdiction .....	5
Definitions:.....	6
STATUTORY NOTICE .....	7

## Important Contact Details

**Claims Department:** 0860 018 111

**Fax:** 086 213 9311

**E-mail:** claims@genricdirect.co.za

**Admin Department:** 0860 018 111

## Office Hours

Office Hours: 08h30 to 16h30

This office is closed on public holidays.

## Our Contract

In exchange for the agreed premium, GENRIC Insurance Company Limited ("GENRIC") agrees to offer financial compensation against unforeseen irreparable tyre and rim damage, during the period of cover, subject to the Terms and Conditions, or any subsequent endorsement. Your Policy Schedule and Terms and Conditions form the basis of your contract with GENRIC. Please make sure you familiarise yourself with the contents of these documents and that all your details are correct in every aspect. If your information is to change, you need to notify us within 30 days.

This policy is underwritten by GENRIC Insurance Company Limited.

GENRIC Insurance Company Limited is an Authorised Financial Services Provider, FSP No.: 43638.

## What are you covered for?

**This policy offers you financial compensation in the event of unforeseen irreparable damage to the Tyres and Rims on the Insured vehicle, while used on a maintained South African road.**

### Irreparable damage

Irreparable damage is defined as a cut, bruise, impact break or puncture but excludes cosmetic, chemical or atmospheric damage.

## Eligible Tyres and Rims

Tyre and Rims fitted to Passenger vehicle, light commercial and SUV's, except for Tyre and Rims installed on the following vehicles which meet any of the following criteria:

- Vehicles which travel more than 2,500kms per month,
- Vehicles which have been registered as CODE 3,
- Modified vehicles or performance enhanced vehicles,
- Vehicles used in any form of motoring competition,
- Vehicles not in a roadworthy condition.
- Vehicles which take part in recreational activities such as but not limited to racing or drifting

## Benefit Table

	Maximum benefit for a Tyre		Maximum benefit for a Rim		Maximum benefit per Policy year per Vehicle
<b>Plan 2</b>	R	5 000.00	R	2 000.00	R 10 000.00
<b>Plan 5</b>	R	8 000.00	R	4 000.00	R 20 000.00

On the benefit table above you will find the maximum amount you could claim per incident. A maximum of 2 wheels can be claimed for per incident. The cost for balancing and alignment is covered in the tyre limit.

There is not betterment on rim.

### Maximum amount payable

If the claimed amount exceeds the market value of replacement and/or repair, then the claimed amount will be limited to the market value of the replacement and/or repair.

The replacement tyre must be similar to the tyre being replaced.

Should the customer not wish to purchase a new passenger tyre, only 50% of the benefit will be considered.

Tread Limit remaining at time of assessment	% payable under this policy
50% or more of the tyre tread remaining	100%
Less than 50% of the tyre tread remaining	50%

**The Percentage payable is the percentage of the placement or the benefit limit where the replacement is greater than the benefit limit as per the above table.**

#### For example:

There is only 30% tread left of the damage tyre and the customer as selected option 1.

The quote for the replacement including wheel balancing and alignment of the damaged tyre is R1750.00.

This policy will pay  $R1750 / 2 = R875.00$

### Waiting Period

#### Policies paid as a Single Premium

- No Waiting Period applies.

#### Policies paid monthly:

- No claim will be considered where the damage took place in the first 3 months of cover. If there is a gap in cover created by non-payment of premiums, the waiting period will re-apply from that date where premiums are received again.

### Excess

None.

### Period of Insurance

#### Policies paid monthly:

- Each month premium is received by GENRIC, cover is renewed for an additional month.

#### Policies paid as a Single Premium or Annual

- Inception date to the expiry date. Expiry date is calculated as is the inception date plus the term of the policy.

### Transferability of this Policy

This cover can be transferred with the vehicle. No waiting period applies as long as no premiums are missed in the process.

## Policy Cancellations and Amendments

You may cancel your policy at any time by giving us 30 days' notice.

If we amend or cancel your policy, you will receive 30 days' notice before the effective date of the changes.

If your premium is returned by the bank due to "no authority to debit", your policy will be cancelled immediately.

## Premium payments

Premiums are due on the date stipulated in your Policy Schedule. No premium, no cover.

### Policies paid monthly:

- If the 1<sup>st</sup> premium is unsuccessful then we will move the policy inception date to the following month. If the 2<sup>nd</sup> premium is returned unsuccessfully your policy will be cancelled. If subsequent collections of premium are unsuccessful and you make no attempt to pay your premium, the waiting period will apply.

## Premium refunds

### Policies paid monthly:

- No premium refunds are applicable to monthly policies.

## Dual Insurance

If the insured vehicle is covered by another insurance policy for the same cover, then we will pay a pro-rata amount in the event of a valid claim.

## Claim Process

1. You must report all claims to us within 5 working days of the incident/breakdown taking place.
2. You need to take your vehicle for a quote, if you are unsure where to take your vehicle, please call the Claims Department for assistance.
3. Photos of the damaged tyres needs to be sent to the claims department.
4. The repairing dealer needs to provide a quote to the Claims Department.
5. On receipt of the quote the Claims Department will check to see if you have a valid claim. If your claim is valid an authorisation number and amount will be issued.
6. Repairs cannot commence unless the Claims Department have given authorisation.
7. No claim will be considered if work on the vehicle has commenced prior to obtaining authorisation.
8. We only pay invoices which meet the SARS definition of a valid invoice.
9. We only pay the authorised amount. If there is a shortfall between the invoiced amount and the authorised amount, the shortfall is for the account of the policyholder.
10. If the repair of an authorised claim does not start within 90 days of authorisation, the claim will be closed as "Not taken up".
11. Any invoice not submitted to the Claims Department within 30 days of the invoice date, will not be considered.

## Rejection of claim and time bar

1. You have to provide satisfactory proof of any loss that you claim for.
2. If your claim has been rejected or the amount disputed, you have 90 days after receipt of our rejection letter to make representations to us in respect of our decision.

3. You have a further 6 months to start legal action against us after the expiry of the 90 days referred to above rejection.
4. If you do not serve a summons on us within this period, you will give up the right to challenge our rejection.

### **Fraud and dishonestly**

If you or anyone acting on your behalf provides information which is fraudulent, dishonest or withholds material facts. Your claim will be rejected and your policy cancelled. Under these circumstances there will be no refund.

### **Wear and Tear**

General wear and tear is not covered by this policy.

### **Legal Tread Limit**

This means the minimum legal tread limit (hereafter referred to as the Legal Tread Limit) as stipulated by the National Road Traffic Act No 93 of 1996 as may be amended from time to time.

### **Policy Exclusion**

- Cover beyond the period of insurance for single premium policies.
- Excludes cover on Tyres and Rims where the tread of the Tyre is below the Legal Tread Limit.
- Damage not covered by the definition of irreparable damage.
- Refurbishment or cosmetic repairs of rims is not covered.
- Damage which existed prior to the inception of cover.
- Damage which occurs outside the borders of the Republic of South Africa.
- Damage caused by:-
  - Vandalism
  - Abuse,
  - Mechanical irregularity of the vehicle,
  - Impact damage as a result of a motor accident which would be covered under comprehensive insurance.
  - Incorrect tyre pressure, wheel balancing, defective suspension or defective steering

### **Maximum incident per insured period.**

On Monthly and Annual policies the number of incidents per annum is unlimited.

On Single premium policies the maximum number of incident you may claim for is per incidents per annum.

Your policy information may be shared with other Insurance Companies. Therefore it is a condition of this policy that you waiver your rights to privacy and consent to the disclosure of any information relevant to your policy or claim. This consent will survive the termination of this policy, including the cancellation or lapsing thereof.

### **Jurisdiction**

This policy is subject to the laws and statutes applicable in the Republic of South Africa. We will only abide by judgments delivered or obtained in the first instance by a court of competent jurisdiction within the Republic of South Africa.

**Definitions:**

**Single premium as means:**

A policy which has a defined term and the premium for the entire term is paid before or at inception of cover.

**Incident shall mean:**

A valid claim under this policy which takes place a specific date and time. All damage caused in this incident is considered one incident and therefore one claim.

## STATUTORY NOTICE

### STATUTORY NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS IMPORTANT - PLEASE READ CAREFULLY

#### DISCLOSURE AND OTHER LEGAL REQUIREMENTS

(This notice does not form part of the insurance contract or any other document)

**As a Short-Term Insurance Policyholder, or prospective Policyholder, you have the right to the following information:**

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#### **YOUR ADMINISTRATOR**

GENRIC Direct is a division of GENRIC Insurance Company Ltd, (Reg No. 2005/037828/06)  
PO BOX 1115, Bromhof, 2154  
Midrand Business Park, Building 3, 563 Old Pretoria Main Road, Midrand, 1685  
Tel: 086 001 8111  
Fax: 086 218 9311  
E-mail: [info@genricdirect.co.za](mailto:info@genricdirect.co.za)  
Website: [www.genric.co.za](http://www.genric.co.za)

GENRIC Insurance Company Ltd, is an Authorised Financial Services Provider, FSP No.: 43638.

- We are in possession of Professional Indemnity Insurance.
- We do hold Fidelity Guarantee Insurance.
- We are in possession of a mandate to act on behalf of the Insurer.
- A Conflict of Interest Management Policy and associated gift register is available for inspection upon request.

#### **Compliance Officer**

Moonstone Information Refinery (Pty) Ltd  
FSB Reg. No. 188 – Represented by Bronwen Allan  
PO Box 12662, Die Boord, Stellenbosch, 7613  
Tel: 021 883 8000  
Fax: 086 601 9872  
E-mail: [ballan@moonstonecompliance.co.za](mailto:ballan@moonstonecompliance.co.za)  
Website: [www.moonstoneinfo.com](http://www.moonstoneinfo.com)

#### **YOUR INSURER**

GENRIC Insurance Company Limited (Reg No. 2005/037828/06)  
PO BOX 1115, Bromhof, 2154  
Midrand Business Park, Building 3, 563 Old Pretoria Main Road, Midrand, 1685  
Tel: 0861 44 44 62  
Fax: 086 685 0357  
FSP No.: 43638  
E-mail: [info@genric.co.za](mailto:info@genric.co.za)  
Website: [www.genric.co.za](http://www.genric.co.za)

- We are in possession of Professional Indemnity Insurance.
- We do hold Fidelity Guarantee Insurance.

- A Conflict of Interest Management Policy and associated gift register is available for inspection upon request.

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Tel: 021 883 8000  
Fax: 086 601 9872  
E-mail: [ballan@moonstonecompliance.co.za](mailto:ballan@moonstonecompliance.co.za)  
Website: [www.moonstoneinfo.com](http://www.moonstoneinfo.com)

### **YOUR POLICY**

#### **Premiums, Premium Payment and Policy Type:**

- a) The amount and details of your premium payment obligations are specified in your Policy Schedule.
- b) The period of Insurance and Due Date for the payment of premium are specified in our Policy Schedule.

#### **Intermediary Fees & Commissions**

The following components are included in the premium:

- 12.5% intermediary commission.
- Administration fee.

All prices include VAT.

#### **Complaints Procedure:**

Should you have a complaint about any matter, please do the following:

- a) Refer any matter relating to service and the Policy firstly to the Complaints Department of the Insurer.
- b) Refer any matter relating to Compliancy to the particular Compliance Department noted above.
- c) If the matter is not resolved to your satisfaction by GENRIC Direct, within 6 weeks of the date of your complaint, at any time within 6 months following the 90 day period mentioned in d) below, you may contact the Ombudsman for Short-term Insurance (details below).
- d) Should you wish to dispute the rejection or quantum of a claim, you are entitled to make representation to the Insurer within 90 days of notification of such decision.
- e) In order to complain to the FAIS Ombudsman you must lodge a complaints registration form that may be downloaded from the FAIS ombud's website ([www.faisombud.co.za/howtocomplain](http://www.faisombud.co.za/howtocomplain)) or obtained from the FAIS ombud (telephone 012 470 9080; fax 012 348 3447 or email [info@faisombud.co.za](mailto:info@faisombud.co.za); physical address Eastwood Office Park, Boabab House, Ground Floor, Corner Lynnwood Road & Jacobson Drive, Lynnwood Ridge, 0081). You must submit the form to the FAIS ombud's office at one of the above addresses including supporting documents (for instance, correspondence, policy documents, applications forms and contact details).

### **OTHER MATTERS OF IMPORTANCE**

#### **General**

As a client, no product provider of FSP may request or induce you, in any manner whatsoever, to waive any right or benefit conferred on you, or in terms of, any provision of the FAIS Act and Codes of Conduct.



- You must be informed of any material changes to the information provided above.
- If the information above was given to you verbally, it must be confirmed to you in writing within 30 days.
- If any complaint of the broker or Insurer is not resolved to your satisfaction, you may submit a complaint to the Registrar of Short-term Insurance or to the FAIS Ombudsman.
- Polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating the claim.
- If the premium is paid by debit order
  - i) It may only be in favour of one person and may not be transferred without your approval;
  - ii) The Insurer must inform you at least 30 days before the cancellation thereof, in writing, of its intention to cancel such debit order.
- The Insurer and not the Intermediary must give reasons for repudiating your claim.
- If you need advice on any aspect of your Policy, First Amounts Payable, claims procedure or your responsibility to pay premiums, please contact your Broker or the Insurer at the above address.

### **Warning**

- Do not sign any blank or partially completed application form.
- Complete all forms in ink.
- Keep all documents handed to you.
- Make note as to what is said to you.
- Don't be pressurised to buy the product.
- Incorrect information or non-disclosure by you of relevant facts may influence an Insurer on any claims arising from your contract of insurance.

### **Short-term Insurance Ombudsman**

Short-term Insurance Ombudsman

P.O. Box 32334, BRAAMFONTEIN, 2017

Sunnyside Office Park, 32 Princess of Wales Terrace, 5th Floor, Building D, Parktown, 2193 Tel: (011) 726-8900

Fax: (011) 726-5501

[info@osti.co.za](mailto:info@osti.co.za) / [www.osti.co.za](http://www.osti.co.za)

### **FAIS Ombudsman:**

P.O. Box 74571, LYNWOODRIF, 0040

Tel: (012) 470-9080 / 0860 432 766

Fax: (012) 348-3447

E-mail: [info@faisombud.co.za](mailto:info@faisombud.co.za)

Website: [www.faisombud.co.za](http://www.faisombud.co.za)

### **Registrar of Short-term Insurance:**

P.O. Box 35655

MENLO PARK

0102

Tel: (012) 428-8000

Fax: (012) 347-0221

### **SASRIA Limited:**

P.O. Box 7380, JOHANNESBURG, 2000

47 Wierda Road West, Wierda Valley, Sandton, 2196

Tel: (011) 881 1300 or 086 172 7742 (0861 SASRIA)

Fax: (011) 783 0781 or 086 172 7329 (0861 SASFAX)

[info@sasria.co.za](mailto:info@sasria.co.za) / [www.sasria.co.za](http://www.sasria.co.za)

Compliance Officer: The Manager: Technical and Claims

Claims Notification: In the event of a claim, all relevant documentation relating to your claim must be submitted to the Nominated Insurer.

## **FAIS COMPLIANCE**

**Further information in compliance with the Financial Advisory and Intermediary Services (FAIS) Act No. 37 of 2002 – Please read carefully.**

In terms of the above Act, customers are entitled to the following information:

Where the dealer or distributor through whom you purchased your vehicle or other asset has his own Financial Service Provider (FSP) licence with the Financial Services Board, that dealer or distributor will advise you accordingly. Where not, the dealer or distributor acts as a mandatory for the FSP whose details are set out in this document.

### **Services the FSP is permitted to provide:**

Short-term Insurance (Personal Lines & Commercial Lines Policies) – Advice and Intermediary Service

The name, address and contact details of the product suppliers are provided in the documentation covering each of the products purchased and provided as accompanying documentation to your Finance Agreement.

All conditions or restrictions imposed by the product supplier are set out in the applicable policy documentation.

### **Financial Products Provided:**

The name, class or type of product and the nature and extent of the benefits provided are set out in the accompanying policy documentation provided by the product suppliers and include information about the nature and extent of their obligations to you and your obligations to them.

### **Customer Responsibility:**

It is important that all of the information provided by you or on your behalf is complete and accurate. Should this not be so, the possible consequences of incomplete, miss-represented or non-disclosed information associated with your application include the cancellation of the products applied for and the forfeiture of any monies paid to date, the repudiation of all claims irrespective of their cause or nature, and the possible institution of criminal action against you.

Whilst reasonable steps have been taken to ensure that the products applied for by yourself are suitable for providing cover appropriate to the purchase you have made, no analysis of your financial needs or risk profile has or will be made by the FSP or those associated with it. It is therefore vital that you take particular care to ensure that the product or products you have purchased are appropriate and adequate for your needs.