



X-SURE[®]

Road Hazard Guarantee

Tiger
Wheel&Tyre

X-Sure® Road Hazard Guarantee Terms & Conditions

Policy update 23 October 2019

The financial risk related to the X-Sure® Road Hazard Guarantee is borne by TiAuto Investments (Pty) Ltd (TiAuto).

INTRODUCTION

This document contains the X-Sure® Road Hazard Guarantee wording. This guarantee is valid for all passenger, 4x4, SUV and light commercial tyres, purchased from any South African Tiger Wheel & Tyre, a division of TiAuto Investments (Pty) Ltd.

This guarantee is for Tiger Wheel & Tyre customers to receive a credit towards the purchase of a new replacement tyre/s, when suffering irreparable damage to a tyre/s, subject to the terms and conditions of this guarantee.

In the event of any conflict between the provisions of this guarantee and that of any other document as mentioned above, the provisions of this document shall prevail.

COMMUNICATION

Any communication regarding this guarantee can be addressed to:

Tiger Wheel & Tyre
Compliance Department
Cnr K101 & Old Pretoria Road, Midrand
P O Box 6007,
Halfway House, 1685
South Africa

E-mail: compliance@tiauto.co.za

Or

Contact your nearest Tiger Wheel & Tyre, or more information can be found at: www.twt.to

GUARANTEE DESCRIPTION AND BENEFITS

The guarantee consists of:

The cost to replace a tyre that is accidentally damaged during the period of guarantee and cannot be repaired in the opinion of a Tiger Wheel & Tyre claims official.

- You will receive a credit amount equal to 100% of the cost of a new tyre, up to a maximum of the limit per tyre or your selected cover amount (whichever is the lesser of), to purchase the same or similar new tyre/s at Tiger Wheel & Tyre.
- The credit amount does not include the cost of balancing or wheel alignment.
- If the price of a new tyre is more than the limit of your cover amount, you will have to pay in the difference.

Benefit Amount

The benefit amount is the amount you selected at the date of purchase at a Tiger Wheel & Tyre.

Guarantee Limits

As stated on your purchase invoice but limited to no more than R500 above the original purchase price of your new or evaluated tyre.

Term Limits

12- or 24-months cover, whichever was selected by you at the date of purchase of the guarantee.

Exclusions

The following is not covered:

- **No benefit will be payable because of:**
 - Fire, scorching, charring, melting or burning;
 - Vandalism or mechanical failure of the vehicle;
 - Cosmetic reasons;
 - Off-road activities;
 - Defective design, workmanship or materials, for example damage caused by improper mounting or mechanical defects on the vehicle.
- **The benefits are not available on the following types of tyres:**
 - Tyres that can safely be repaired in the opinion of an approved tyre specialist from Tiger Wheel & Tyre;
 - Tyres 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:
 - a. 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;
 - b. If the tyre has a tread depth indicator, the tread may not be level with or below the tread depth indicator.
- **The benefit does not extend to any of the following:**
 - Replacing a tyre because it was lost or stolen;
 - Where the vehicle was used for commercial purposes (i.e. transport of goods or people for commercial gain);
 - The cost to repair any damage to the vehicle, caused by a damaged tyre. For example, if a tyre bursts and because of that the vehicle is involved in an accident, we will not pay for any damage to the vehicle.
- **No benefit is payable on damage to tyres under the following circumstances:**
 - A benefit request is submitted later than 30 days after the date of the event that caused the damage; or
 - On failure to protect and maintain the tyres; or
 - On abuse or misuse of the vehicle. For example: Using the vehicle for competition or sport purposes.
- **Consequential loss**
 - An indirect loss which follows an insured loss.
- **No benefit is payable for wear and tear:**
 - This is the gradual deterioration of the tyres caused by normal driving of the vehicle, or by exposure to sunlight and weather conditions;
- **If the tyre is within the legal limit (min of 1mm tread depth) we will offer cover (even if a tyre has been previously damaged and subsequently repaired to Tiger Wheel & Tyre specifications).**

Benefits and Waiting Periods

New Tyres Benefit	Deferred Period*	Waiting Period**
	n/a	n/a

Used Tyres Benefit***	Deferred Period*	Waiting Period**
	30 days	30 days

* Deferred Period means the period, starting on the benefit event date, for which a benefit condition must endure continuously in order for a benefit to become payable.

** Waiting Period means the period, starting on the policy start date, during which the occurrence of a claim event does not result in a benefit becoming payable.

*** The guarantee is subject to an inspection at a Tiger Wheel & Tyre. The used tyre/s must have no less than 4mm of usable tread remaining in order to qualify for this guarantee. The tyre/s batch number will be captured onto the Tiger Wheel & Tyre system for future reference.

Tyre Age Limits

New Tyre – a new tyre/s purchased at a Tiger Wheel & Tyre.

Used Tyre – a tyre/s already fitted to your vehicle, that has covered more than 100km with more than 4mm of usable tread.

Guaranteed Tyre/s

Guaranteed tyre/s shall mean any new tyre/s purchased for a passenger, 4X4, SUV or light commercial vehicle fitted by Tiger Wheel & Tyre to the customer's vehicle. This could also include a used tyre/s already fitted to the vehicle.

Guarantee Activation - Information Required

Tiger Wheel & Tyre will automatically provide the following data to TiAuto on a daily basis in order to have the guarantee activated

- Date of sale
- Store name
- Store location (town or suburb)
- Tyre size/s
- Part number
- Make of vehicle
- Vehicle registration number
- Vehicle mileage at fitment date
- Invoice number
- Quantity of tyre/s purchased
- Quantity of tyre/s guaranteed
- Batch numbers of the tyre/s
- Benefit amount
- Serial number

Tiger Wheel & Tyre customer details will not be disclosed to any third party besides TiAuto and the Administrator, but will be traceable via the original invoice number, in case of a claim or a dispute.

The customer will also acknowledge that the terms and conditions of the guarantee have been explained and that full details of the guarantee are available on the website.

Guarantee Event

The customer may claim against this guarantee when guaranteed tyre/s are accidentally damaged and become irreparable as a result of a cut, bruise, impact break or puncture occurring on a public road, within the borders of South Africa. The date of loss shall be the date on which the accidental damage occurs and must fall within the period of the guarantee.

Limitation of Benefits

The credit amount will not be paid in cash but will be paid towards the purchase of a new replacement tyre/s from Tiger Wheel & Tyre. The customer will be liable for the difference between the benefit amount and replacement cost of the new tyre/s, plus any charges for fitment, balancing and alignment.

Period of Guarantee

This guarantee will be valid for 1 (one) or 2 (two) year/s from date of purchase of the guaranteed tyre/s as indicated on the original sales invoice as selected by yourself.

The guarantee will come to an end on:

- the expiration of 1 (one) or 2 (two) year/s from date of purchase of the guaranteed tyre/s
- or
- the sale of the guaranteed tyre/s or vehicle to which the guaranteed tyre/s were fitted
- or
- the removal of the guaranteed tyre/s from vehicle to which the tyre/s were originally fitted
- or
- a claim has been paid or minimum tread depth has been exceeded

Specific Exclusions on the Guarantee

TiAuto shall not be liable for:

1. Loss of/or damage to the motor vehicle on which the guaranteed tyre/s were fitted;
2. Loss or damage to the rims or alloy wheels of the motor vehicle on which the guaranteed tyre/s were fitted;
3. Liability as a result of injury or death from a guaranteed event;
4. Any tyre deemed safely repairable in the opinion of a Tiger Wheel & Tyre claims official;
5. Any claim where the guaranteed tyre/s becomes unusable and irreparable as a result of
 - vandalism
 - abuse
6. Mechanical irregularities of the vehicle;
7. Damage to the guaranteed tyre/s arising from gross negligence;
8. Loss or theft of the guaranteed tyre/s.

General Exclusions

The guarantee does not cover loss or damage directly or indirectly caused by, related to or in consequence of:

- A.
- i. Civil commotion, labour disturbances, riot, strike, lock-out, 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. Mutiny, military uprising, 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; insurrection, rebellion or revolution;
 - iv. Any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow 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 economic change or in protest against any state or government or any provincial, local or tribal authority or for the purpose of inciting 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 Tiger Wheel & Tyre allege that by reason of clauses (i), (ii), (iii), (iv), (v), (vi) or (vii) of this general exclusion, loss or damage is not covered by this tyre guarantee, the burden of proving the contrary shall rest on the customer.

- B. Notwithstanding any provision of this tyre guarantee including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exclusion, this cover does not cover loss or damage to the guaranteed tyre/s 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, 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 of persons, whether acting alone or on behalf of or in connection with any organisation/s or government or any other person or body of persons, 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 inciting 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, the burden of proving the contrary shall rest on the customer.

- C. This guarantee 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
1. Ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
 2. Nuclear material, nuclear fission or fusion, nuclear radiation;
 3. Nuclear explosives or any nuclear weapon;
 4. Nuclear waste in whatever form; regardless of any other cause 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.
- D. This guarantee 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 TiAuto says that a claim is not covered because of the General Exclusion above, then the customer must prove the contrary.

General Conditions

Territorial Limits

This guarantee is limited to events on public roads in the Republic of South Africa. If the guaranteed tyre/s are damaged anywhere outside the Republic of South Africa, Lesotho and Swaziland or not on a public road, no benefit whatsoever will be received under this guarantee.

Transfer of Ownership

The guarantee for the tyre/s cannot be assigned to any other person and shall lapse in the event that the guaranteed tyre/s be removed and or transferred to a vehicle other than the specified vehicle to which the tyre/s was originally fitted, as recorded on the original sales invoice.

Amendments to the Guarantee

TiAuto may amend this guarantee by way of endorsement, provided that any amendment will not affect the extent of benefits already provided in terms of this guarantee as at date of tyre/s purchased. Amendments that affect the benefits provided by this guarantee shall be done at the discretion of TiAuto and this will be communicated only to Tiger Wheel & Tyre, who will then update guarantee details on their website.

Cancellation

This guarantee may be cancelled by TiAuto and or Tiger Wheel & Tyre at their sole discretion. Such cancellation will be communicated to the customer and Tiger Wheel & Tyre.

Misrepresentation, Non-Disclosure or Incorrect Description

Misrepresentation, non-disclosure or incorrect description of any material fact or circumstances connected with this tyre guarantee, may result in a claim being rejected.

Fraud

If any claim or part thereof under this guarantee is in any way fraudulent, or if any fraudulent means or devices are used by the customer or anyone acting on the customer's behalf to obtain any benefit under this guarantee, all benefits afforded in terms of this guarantee shall be forfeited. Furthermore, this guarantee may at Tiger Wheel & Tyre or TiAuto's discretion, be voided or cancelled as from the date of the fraudulent conduct.

Dispute Resolution, Rejection of a Claim and Time Bar

If Tiger Wheel & Tyre rejects a claim in terms of this guarantee or if the customer disputes the guaranteed credit amount, representation may be made to the TiAuto Investments compliance officer within 90 (ninety) days of the customer's receipt of the rejection. Representation must be submitted in writing to:

Tiger Wheel & Tyre
Compliance Department
Cnr K101 & Old Pretoria Road, Midrand
P O Box 6007,
Halfway House, 1685
South Africa

E-mail: compliance@tiauto.co.za

Condition Precedent

Compliance by the customer or anyone acting on behalf of the customer with all the terms and conditions of this guarantee is a condition precedent to TiAuto's liability in terms of this.

Currency and Law

The calculation of the credit amount as calculated in store and as reflected on the invoice, shall be in South African Rand and any questions of law shall be decided according to South African law.

Claims Procedure and Notification Period

- i. When a guaranteed event occurs, which may result in a claim in terms of this guarantee, the customer is required to proceed to the nearest Tiger Wheel & Tyre within 30 (thirty) days of the event and present his/her ID, together with the specified vehicle, the guaranteed tyre/s, original sales invoice.
- ii. Once the Tiger Wheel & Tyre claims official has assessed the guaranteed tyre/s and the claim has been approved, the benefit/s provided by this guarantee shall be credited towards a new replacement tyre/s.
- iii. In the event of a valid claim being approved, the customer will not be entitled to buy/retain the guaranteed tyre/s. Ownership in and to the guaranteed tyre/s shall pass to TiAuto against receipt of the guarantee benefit.
- iv. The settlement amount shall be determined by Tiger Wheel & Tyre on behalf of TiAuto. Should the customer dispute any determination made by Tiger Wheel & Tyre, such dispute shall be referred to TiAuto in the first instance, as more clearly explained under Dispute Resolution above.

TiAuto Rights

Despite what is said elsewhere in the provisions of this guarantee, TiAuto will not be liable for the benefit/s of this guarantee unless the guarantee activation process (done in-store at time of purchase) described was properly followed. The customer must present the original sales invoice on new or used tyre/s, in order to prove that the guarantee was correctly activated at the time of the purchase.

FAQ's:

1. Can I get cash back for my claim instead of an amount towards my new tyre/s?

No.

2. When does my guarantee commence?

You will be covered as soon as your new tyre/s purchase has been concluded or your used tyre/s have been inspected and registered for the benefits and your invoice has been paid in full. The 30 days waiting period will still apply to the used tyre/s benefits.

3. I am worried about the current state of the roads - if I hit a pothole, am I covered?

Yes, if this incident took place on a public road in the covered territories described in the guarantee.

4. How is this cover different to the manufacturer's tyre guarantee?

The manufacturer's tyre guarantee only covers manufacturing defects, not damage due to road hazards.

5. Am I able to claim on this guarantee if (a) I have a road accident/collision and my tyre/s is damaged or (b) my tyres are stolen?

No, this situation is excluded under this guarantee, as this should be covered under your motor vehicle insurance.

6. Where can I make a claim?

At any Tiger Wheel & Tyre in South Africa. The Tiger Wheel & Tyre Store Locator can be found at www.twt.to

7. How do I make a claim?

Take your damaged tyre/s to the nearest Tiger Wheel & Tyre to verify your claim based on the presentation of your original sales invoice and once it is verified, your tyre/s will be assessed.

8. How long is my claim likely to take?

Once the tyre has been assessed and the credit due to you has been calculated by Tiger Wheel & Tyre, you can immediately purchase your replacement tyre. This should take no longer than 30 minutes, excluding the fitting and labour.

9. Are my current tyres also covered if I replace only two tyres?

No, only the tyre/s purchased from a Tiger Wheel & Tyre and recorded in your guarantee booklet and original sales invoice are guaranteed, or if the policy was purchased on a used tyre/s.

10. Can I claim for one tyre, twice?

No, once a claim has been granted, that particular guarantee is now void. The tyre/s claimed for must be

kept by the dealer for a monthly audit by TiAuto staff. Thereafter, the tyre/s must be made unserviceable and disposed of via the legislated scrap collection processor. In the absence of legislation, it must be disposed of by Tiger Wheel & Tyre in an approved manner.

11. Can I claim in Lesotho and Swaziland as well?

No. Unfortunately there are no stores in Lesotho and Swaziland.

12. Does this guarantee cover my alloy/steel wheels?

No.

13. Does this come with roadside assistance?

No.

14. Does the guarantee cover punctures and/or damage done by a nail as well?

Not for the cost of repairs, but if the puncture is deemed irreparable at the sole discretion of Tiger Wheel & Tyre, then a credit against a new tyre will be issued.

15. I bought more than one tyre on my original invoice and I have only made one claim. Does my guarantee cover on the other tyres lapse?

No, the cover only lapses on the tyre you have claimed. The original sales invoice for the replacement tyre/s must be kept for the period of the guarantee.

16. Is the Tiger Wheel & Tyre decision final or can I appeal his/her decision via a higher authority?

The Tiger Wheel & Tyre claims official acts as the claim's authority. If dissatisfied with the outcome, the TiAuto Investments Compliance Officer has the power to make the final decision on behalf of TiAuto.

17. Is the guarantee transferable to a new owner when I sell my vehicle?

No.

18. How is the remaining tread depth measured for purchase of a used tyre guarantee?

At the lowest point of the tyre/s. The claims official makes this assessment using a Tread Depth Gauge, which must have no less than 4mm remaining in order to qualify for the benefit.

19. Can I qualify for the guarantee on my taxi tyres?

No, this cover will only apply to tyre/s fitted on passenger, 4X4, SUV or light commercial vehicles that are not used for commercial purposes or in the transportation of passengers for commercial gain.

20. Can a third party claim on my behalf i.e. I send my driver with my ID and the vehicle in order to make a claim?

No, the owner of the vehicle has to make the guarantee claim in person.

21. I had to brake suddenly and there is a flat spot on my tyre/s. Is this covered?

No, this will be regarded as wear and tear, which is not covered in terms of this guarantee.

22. I am too far away from a Tiger Wheel & Tyre. Can I buy a tyre and claim it back?

No. Tiger Wheel & Tyre has a very comprehensive store network and you have 30 days from the incident to make a claim.

23. Who can I contact to check the status of my guarantee?

Visit any Tiger Wheel & Tyre.

24. If I feel my claim was unfairly rejected, who can I raise the matter with?

The TiAuto Investments Compliance Department.

25. In the case of price increases on tyre/s, is my guarantee based on the original price?

Yes, you will qualify for the benefit amount selected at the date the guarantee was purchased at a Tiger Wheel & Tyre (and limited to no more than R500 more than the original purchase price of your tyre/s, if selected).