



**GOES WHERE MOST  
FEAR TO TREAD.**

MINI FINANCIAL SERVICES.  
MINI RUN-FLAT TYRE COVER.



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## **The MINI Run-Flat Tyre Cover Policy.**

MINI Financial Services is a division of BMW Financial Services (South Africa) (Pty) Ltd., is an Authorised Financial Services and Registered Credit Provider (NCRCP2341).

This document contains the MINI Run-Flat Tyre Cover Policy wording. The details of this Policy document have been set out for Your information. This Policy is underwritten by Guardrisk Insurance Company Limited (License No. 75), hereafter referred to as (Guardrisk) and administered by Innovation FSP (Pty) Ltd (Registration No. 1997/005662/07, hereafter referred to as (the Administrator) which are Authorised Financial Services Providers.

This Policy has specifically been designed to provide an Insured who suffers irreparable damage to a Run-Flat tyre, as per the value selected on the application form and limited to that replacement value, subject to the terms, conditions and exclusions of this Policy.

In the event of any conflict between the provisions of this Policy and that of any other document, the provisions of this Policy shall prevail.

## **TERMS AND CONDITIONS.**

In return for the Insured paying the Premium and continuing to meet all the conditions for cover, Guardrisk will provide insurance cover under the MINI Run-Flat Tyre Cover Policy as described in this document.

Guardrisk agrees and undertakes in favour of the Insured's named in the Schedule of Insurance to pay the benefits described in the Policy subject to:

1. The actual receipt by Guardrisk at its head office of the correct and sufficient premium or premiums;
2. The truth and accuracy of the information given in the Insured's Schedule of Insurance;
3. The Terms and Conditions contained herein or endorsed hereon.

## **OTHER MATTERS OF IMPORTANCE.**

1. You will be informed of any material changes to the information about the intermediary, Insurer and or Underwriter provided above.
2. If any of the information reflected above was given to you orally, this disclosure notice serves to provide you with the information in writing.
3. If we fail to resolve your complaint satisfactorily, you may submit your complaint to the Ombud of Short-Term Insurance.
4. You will always be given a reason for the repudiation of your claim.
5. If the Insurer wishes to cancel your Policy, this will be done in writing, to your last known address.
6. You will always be entitled to a copy of your Policy at no extra charge.

## **COOLING OFF PERIOD.**

Should you not be satisfied with the Policy, you are entitled to a period of up to 30 (Thirty) days after the Policy has been issued within which you may cancel your Policy in writing at no cost. Cover will cease upon cancellation of the Policy.

Please note that you may only cancel this Policy within 30 (Thirty) days where no benefit has yet been paid or claimed or if the event insured against under the Policy has not yet occurred.

All premiums that were paid up to the date that the Administrator receives your written notice of cancellation will be refunded to you within 31 (Thirty-One) days of receipt of such notice of cancellation, subject to the deduction of the cost of any risk cover you may have enjoyed.

## **WARNING.**

1. Do not sign any blank or partially completed application form.
2. Keep notes of what is said to you and all documents handed to you.
3. Don't be pressurised to buy the product.
4. Failure to provide correct or full relevant information may influence an Insurer on any claims arising from your contract of insurance.

## **WAIVER OF RIGHTS.**

The General Code of Conduct stipulates that no Financial Services Provider may request or induce in any manner a client to waiver any right or benefit conferred on the client by/or in terms of any provisions of the said Code, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.

## **PROCESSING OF PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013.**

The Insurer reserves the right to disclose any of your information to any database recognised by the South African Insurance Association (SAIA). They will store the Insured's information in the shared database to verify any underwriting information against legally recognised sources or databases.

The Insured's right to privacy is a fundamental right that is included in The Constitution of the Republic of South Africa, 1996. This right is, however, restricted in certain circumstances. These circumstances include cases where the parties disclosing information and the parties who are privy to it have a legal interest in that information. This means that in terms of South African law, we may disclose and/or receive information if we intend using it to prevent fraud and to underwrite risks fairly.

- i. The Insured acknowledges that the sharing of information for underwriting and claims purposes is in the public interest as it will enable Insurers to underwrite policies and assess risks fairly, and to reduce the incidence of fraudulent claims. This will contribute to keeping premiums as low as possible;
- ii. The Insured or anyone who may represent the Insured waives their rights to privacy for any underwriting and claims information for any insurance Policy or claim made by them;
- iii. The Insured consents to such information being stored in the shared database and used as set out above;
- iv. The Insured consents to such information being given to any Insurer or its agent;
- v. The Insured consents to any underwriting information being verified against and shared with legally recognised sources or databases.

# DEFINITIONS.

## **“Date of Loss”**

The date upon which the damage to or loss of The Vehicle occurs, which date must fall within the Period of Insurance.

## **“Days”**

Ordinary Days, including weekends and public holidays. A Day shall also mean a continuous 24 (Twenty-Four) hour Period.

## **“Dual Insurance”**

Situation in which the same risk is Insured by 2 (Two) overlapping but independent Insurance Policies.

## **“His / Her”**

For “his” and “he” where the Insured is male, and read “her” and “she” where the Insured is female.

## **“Insured”**

An Insured shall mean a person or legal entity who has successfully applied for this Policy Schedule of Insurance and paid for it in full.

## **“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, the Administrator shall credit You with the Sum Insured (as defined below) towards the price of an equivalent new Run-Flat tyre. Subject to point 4 under General Provisions.

## **“Insured Item”**

Insured Item shall mean any specified Run-Flat tyre(s) fitted on Your behalf to a specified vehicle. The cover in terms of this Policy shall be for The Vehicle specified by the Insured only. This Policy is not capable of assignment to any other person. This Policy shall lapse should the Run-Flat tyre(s) be removed and/or transferred to a vehicle other than the specified vehicle on which the Run-Flat tyre/s were originally fitted.

As proof of purchase of the tyre and this Policy, a copy of the dealer invoice(s)/finance agreement relating to the Run-Flat tyre/s and Policy Schedule shall be required to be retained by You for the duration of this Policy.

## **“Insurer”**

Shall mean Guardrisk Insurance Company Limited Licence No. 75.

## **“Legal Tread Limit”**

This is the minimum legal tread limit/depth (hereafter referred to as the Tread Limit) as indicated in the National Road Traffic Act No 93 of 1996 (or as amended) and the National Road Traffic Regulations, 1999 (or as amended).

Regulation 212 states that:

No person shall operate on a public road a motor vehicle –

- i. which 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 millimeter in depth; or
- ii. which is fitted with pneumatic tyre which contains a tyre tread depth indicator, if the tread is level with the tyre tread depth indicator.

## **“Misrepresentation”**

Conscious decision to change the facts as they are, in order to mislead an interested party. This shall also mean the failure by the Insured, or agents acting on their behalf, to disclose material information to the Insurer at the date of application, that had the Insurer been aware of would have resulted in the Policy not being issued.

## **“Period of Insurance”**

As stated in the Policy, 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 (One) or 2 (Two) years depending on the benefit option selected, from the date of purchase of the Insured Item; or
3. 25 000 (Twenty-Five Thousand) or 50 000 (Fifty Thousand) kilometers travelled on the Vehicle during the Period of Insurance depending on the benefit option selected; or
4. sale of the vehicle on which the Run-Flat tyre(s) were installed.

## **“Innovation FSP”**

Innovation FSP is a licensed Financial Services Provider for the purposes of the Financial Advisory and Intermediary Services Act 37 of 2002.

## **“Policy”**

The Schedule of Insurance.

## **“Policy Inception Date”**

The Policy inception date for the single premium and monthly paid premium offering is the purchase date of the Policy.

## **“Premium (Single)”**

A lump sum payable up front as stated in the Schedule of Insurance or any endorsement issued in terms of this Policy.

## **“Premium (Monthly)”**

A recurring monthly amount payable as stated in the Schedule of Insurance or any endorsement issued in terms of this Policy.

## **“Premium Due Date”**

The Premium payment date on or before the date appearing on the Schedule of Insurance.

## **“Run-Flat Tyre(s)”**

A Pneumatic vehicle tyre that is designed to resist the effects of deflation when punctured.

## **“Schedule of Insurance”**

The schedule containing Your details and the details of The Vehicle, Period of Insurance, Premium payable, Sum Insured, bank details and address.

## **“Sum Insured”**

The Sum Insured shall be calculated as the minimum of the value of the Run-Flat tyre(s) being replaced or the maximum benefit applicable to the premium which was paid. Should You not wish to purchase a new Run-Flat tyre(s), You shall forfeit Your right on the credit. The Sum Insured and Insured Event shall be determined by the Administrator.

## **“Term Cover”**

Where the full premium for the period of the cover has been received in advance.

## **“The Vehicle”**

The Vehicle described in the Schedule of Insurance and which may be any of the following: light motor vehicles, minibuses (maximum 16 (Sixteen) seater), light delivery vehicles and panel vans all with a gross vehicle mass of not more than 3 500 kg (Three Thousand Five Hundred) kilograms.

## **“Tyre Identification”**

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

## **“We, Us, Our”**

Guardrisk Insurance Company Limited (“Guardrisk”). An authorised Financial Services Provider, FSP No. 26/10/75.

## **“You, Your”**

The person or entity named as the Insured in the Schedule of Insurance. You must be 18 (Eighteen) years of age and be a permanent resident of South Africa and/or permanently residing in South Africa or a properly constituted and registered company or Trust.

## BENEFITS PAYABLE IN TERMS OF THIS Policy.

### SINGLE PREMIUM OPTION:

Price of Run-Flat Tyre	12 Months / 25,000km Once-Off Premium	24 Months / 50,000km Once-Off Premium
R0 – R2 500	R2 719	R3 526
R2 501 – R4 500	R4 535	R6 552
R4, 01 – R7 000	R5 543	R8 771

Limited to a maximum benefit of R45 000 (Forty-Five Thousand Rand) per annum.

We will pay the fitment fee up to a maximum of R500 (Five Hundred Rand) inclusive of VAT, where the fitment is done through an Approved MINI Dealership; if done at any other Tyre Fitment Centre the R500 (Five Hundred Rand) Tyre fitment fee will not be applicable.

### MONTHLY PREMIUM OPTION:

Premium per Month
R 299.00

Limited to a maximum benefit amount of R4 000 (Four Thousand Rand) per tyre per any claimable event and limited to 2 (Two) tyres per month.

We will pay the fitment fee up to a maximum of R500 (Five Hundred Rand) inclusive of VAT, where the fitment is done through an Approved MINI Dealership; if done at any other Tyre Fitment Centre the R500 (Five Hundred Rand) Tyre fitment fee will not be applicable.

# SPECIFIC EXCLUSIONS, PROVISIONS AND CONDITIONS.

## SPECIFIC RESTRICTIONS ON LIABILITY.

The Administrator's liability in terms of this Policy shall under no 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, Agricultural Vehicles, Car Hire for Reward, Speed testing, Off-road activities or vehicles with a GVM exceeding 3.5 (Three-and-a-Half) tonnes.
2. Extend beyond the Period of Insurance.
3. Extend beyond the Sum Insured.
4. Exceed the number of Run-Flat tyres installed as detailed on the proposal.
5. Extend to provide cover in the event that a claim is made where the description of the damaged Run-Flat tyre(s) does not match the description as recorded at the time of purchase.
6. Extend to Run-Flat tyres having less than the Legal Tread Limit.
7. Extend beyond the sale of The Vehicle.

This Policy shall cease to be in force if:

1. the Insured Item no longer belongs to You; or
2. no premium has been paid by You in terms of this Policy; or
3. the Insured as the purchaser of the MINI Financial Services Run-Flat Tyre Cover Policy is no longer the owner of the vehicle to which the Run-Flat tyre was installed.
4. any misrepresentation or fraud.
5. the date of expiry of the period of 12 (Twelve) or 24 (Twenty-Four) months from the start date. (As per the option selected).

## GENERAL EXCLUSIONS ON LIABILITY.

- 1 This Policy does not cover loss or damage directly or indirectly caused by, related to or in consequence of:
  - 1.1 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.
  - 1.2 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
  - 1.3 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.
  - 1.4 Insurrection, rebellion or revolution.
  - 1.5 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.

- 1.6 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.
- 1.7 Any attempt to perform any act referred to in clause 1.5 or 1.6 above.
- 1.8 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.
- 1.9 The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in clauses 1.1, 1.2, 1.3, 1.4, 1.5, 1.6 or 1.7 above.

If the Insurer alleges that by reason of clauses 1.1, 1.2, 1.3, 1.4, 1.5, 1.6 or 1.7 of this General Exclusion loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

- 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 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 or Government or any other person or body of persons, 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 the Insurer alleges 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 the Insured.

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:
  - 3.1 Ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;

- 3.2 Nuclear material, nuclear fission or fusion, nuclear radiation;
- 3.3 Nuclear explosives or any nuclear weapon;
- 3.4 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 say that a claim is not covered in terms of the General Exclusions then You must prove the contrary.**

# SPECIFIC EXCLUSIONS, PROVISIONS AND CONDITIONS.

## SPECIFIC EXCLUSIONS ON LIABILITY.

The Administrator shall not be liable for/if:

1. Manufacturing defects in workmanship and/or materials of the Insured Item.
2. Loss of or damage to the rims or alloy wheels of the vehicle on which the Insured Items were installed.
3. Any amount which exceeds the Sum Insured as calculated.
4. Any Run-Flat tyres deemed to be safely repairable.
5. The cost of repair (if the Run-Flat tyre(s) can be repaired).
6. Damage to the Run-Flat tyres if some other part of the vehicle, not rims or alloy wheels, is damaged at the same time.
7. The Insured Items become unusable and irreparable as a result of:
  - 7.1 Vandalism.
  - 7.2 Abuse.
  - 7.3 Mechanical irregularities of the vehicle.
  - 7.4 Malicious damage.
  - 7.5 Wear and tear.
8. Loss or damage arising from or contributed to by dishonesty of a principal member, director, partner, employee or agent of the Insured.
9. Negligence of whatsoever nature resulting in damage to the Insured Item.
10. Any claim which is not submitted within 30 (Thirty) calendar days from Date of Loss being irreparable damage or loss of the Run-Flat tyre(s).
11. Loss or theft of the Insured Items.
12. The vehicle is deemed to be a Total loss or where a vehicle accident claim is submitted.
13. Damage caused by using the vehicle at the incorrect tyre pressure.
14. Damage caused by incorrect wheel balancing, defective steering, geometry/tracking or defective suspension.
15. Any consequential losses incurred as a result of damage to the insured Run-Flat tyres.
16. Run-Flat tyres where the tyre tread depth is below the Legal Tread Limit when the incident occurs.
17. Loss or damage caused by a road traffic accident or fire.
18. Any benefit covered as standard under an Underlying Comprehensive Insurance Policy.
19. Any loss not arising from accidental damage.



# GENERAL PROVISIONS.

## 1. Conditions Precedent to Liability

We shall have no liability under this Policy and You shall not be entitled to be indemnified under this Policy unless:

- 1.1 subject to Provision 4 under General Provisions the Premium has been received by Us by the Premium Due Date;
- 1.2 You comply with the Claims Procedures set out under Provision 12 under General Provisions.

## 2. Arbitration

Should any dispute arise between You and Us as to the amount of any claim under this Policy, liability having already been admitted by Us for the claim in principle, You may refer such dispute to arbitration within 90 (Ninety) Days of the dispute arising in accordance with the Arbitration Act 42 of 1965 (as amended).

## 3. Premium Calculation and Amendments

The Administrator shall calculate the premium amount payable on the value of the initial purchase price of the Run-Flat tyre(s) as per the Schedule.

## 4. No Premium, No Cover

This Policy is conditional upon and will only come into effect following payment of the premium. The onus and responsibility is on You, at all times, to ensure that you have the correct Policy plan and that you are adequately covered under this Policy.

## 5. Amendments to the Policy

The Administrator 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 You in writing by giving You 31 (Thirty-One) days' notice to Your last known postal address before the amendment takes effect.

## 6. Cancellation and Refund of Premiums

This Policy may be cancelled by You or Us at any time on 31 (Thirty-One) days written notice to the last known address. In the case of term policies Your Single Premium will be refunded on a scale determined by Our actuary based on Our calculation for the unexpired portion of the Term Policy, provided that no claim was submitted, in which Event no Premium shall be refunded.

## 7. Misrepresentation

If any claim under this Policy is in any way misrepresented or if any fraudulent means are used by You or anyone acting on Your behalf to obtain any benefit under this Policy, or if any of the Events Insured against are occasioned by Your intentional act, or with Your connivance, all benefits under this Policy shall be forfeited, and the Policy will be voidable and Premiums paid returned to you.

## 8. Jurisdiction

This Policy is subject to South African law and to the jurisdiction of a competent South African court.

## 9. Rejection of Claim and Time Bar

In the Event of a claim being rejected or You dispute the benefit amount paid by Us, You are entitled to make representations to Us in respect of Our decision to reject the claim or as to the manner in which the benefit amount was calculated for a period of 180 (One Hundred and Eighty) Days from the date of receipt of the letter of rejection or the date of the claim payment.

The dispute should be raised with the Insurer prior to disputing the matter with the Ombud.

Representation must be submitted in writing to:

### Guardrisk Insurance Company Limited

Reg No: 1992/001639/06

FSP No: 75

Address: The Marc, Tower 2, 129 Rivonia Road, Sandton, 2196

Tel: (011) 669 1000

Fax: (012) 675 3856

Email: [claimsrepudiation@guardrisk.co.za](mailto:claimsrepudiation@guardrisk.co.za)

### Guardrisk Compliance Officer

Guardrisk Insurance Company Limited

PO Box 786015, Sandton, 2146

Tel: (011) 669 1039

Fax: (012) 675 3856

Email: [compliance@guardrisk.co.za](mailto:compliance@guardrisk.co.za)

[complaints@guardrisk.co.za](mailto:complaints@guardrisk.co.za)

Where You are not satisfied with the response from the Insurer You are entitled to make further representation to:

### The Ombud for Short-Term Insurance

PO Box 32334, Braamfontein, 2017

Tel: (011) 726 8900

Fax: (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 6 (Six) 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.

## 10. 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 Administrator's liability in terms of this Policy.

## 11. 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.

## 12. 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 approach, the nearest Tyre Dealership within 30 (Thirty) days of the event and request them to contact:

The Administrator Claims Department: contact numbers 0860 100 269 or email at [minifs@innovation.group](mailto:minifs@innovation.group). You must make available to the tyre supplier the following:

- 12.1 Policy Schedule, Identity document, vehicle and damaged Run-Flat tyre(s).
- 12.2 The Administrator 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.
- 12.3 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 Run-Flat tyre will be given by the Administrator in writing to the tyre dealership. Where You are responsible for any portion of the payment of the replacement Run-Flat tyre, this will be stated to the dealership at the time the claim is approved.
- 12.4 In the event of a valid claim being approved, You will not be entitled to buy/keep the Insured Item. Ownership in and to the Insured Item shall pass to the Administrator against receipt of the Policy benefit by Us. The tyre dealership is required to keep the damaged item at their premises for a period of no less than 90 (Ninety) working days, (or sooner with written approval from the Administrator) after which time the damaged item need no longer be kept.
- 12.5 Upon receipt of the valid invoice, the tyre dealership will be credited with the approved amount. Where You are responsible for any portion of the payment, this will be stated to the tyre dealership at the time the claim is approved and You are responsible to pay this amount immediately.

# GENERAL EXCLUSIONS.

In the Event of a claim being rejected, the Insured is entitled to relief through a court action, the Ombud for Short-Term Insurance and the complaints process as detailed.

## **Guardrisk Compliance Officer**

Guardrisk Insurance Company Limited

PO Box 786015, Sandton, 2146

**Tel:** (011) 669 1039

**Fax:** (012) 675 3856

**Email:** [compliance@guardrisk.co.za](mailto:compliance@guardrisk.co.za)

[complaints@guardrisk.co.za](mailto:complaints@guardrisk.co.za)

### **13. The Administrator's Rights**

Notwithstanding any other condition in this document, the Administrator 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 the Administrator.

### **14. Contract**

The application for this Policy, the Schedule of Insurance, this Policy and any endorsements or amendments together comprises Your Policy with Us. This Policy is made up of numerous benefits, each benefit must be individually applied for and the appropriate Premium must be paid for the appropriate benefit or benefits selected.

### **15. Reasonable Precautions**

You shall take all reasonable precautions to avoid and to minimise any loss, failing which We shall have no liability under this Policy.

### **16. Territorial Limits**

Cover is limited to Events occurring within the territorial limits of the Republic of South Africa.

### **17. Period of Grace for Premium Payment**

You shall be entitled to a period of 15 (Fifteen) Days from the Premium Due Date in which to pay Your Premium. In the case of monthly policies, the period of grace only applies from the second month of the currency of the Policy.

### **18. Roadworthy Condition**

You shall maintain The Vehicle in a roadworthy condition in compliance with the National Road Traffic Act 93 of 1996 (as amended or substituted) and the Regulations promulgated thereunder. We will not accept liability for any loss or damage if the condition of The Vehicle contributed to or caused the Event.

### **19. Hold Cover**

We will provide full cover until the first premium payment is received, limited to 30 (Thirty) days, however all waiting periods are still applicable and all exclusions still apply.

## **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.

## **GENERAL DISCLOSURES.**

Insurance products developed by the Administrator are sold, on licence, under the Independent Intermediaries brand for which the intermediary is appropriately compensated.

## **COMPLAINT RESOLUTION PROCESS.**

All complaints are forwarded to the Insurer's Compliance Officer who will forward the matter to the responsible department for investigation. Once the matter is resolved, the outcome is communicated to the complainant. If the complainant is satisfied with the response, the matter is concluded. Should the complainant be dissatisfied with the response, the Ombud for Short-Term Insurance may be contacted.

**Guardrisk Compliance Officer**  
Guardrisk Insurance Company Limited  
PO Box 786015, Sandton, 2146  
**Tel:** (011) 669 1039  
**Fax:** (012) 675 3856  
Email: [compliance@guardrisk.co.za](mailto:compliance@guardrisk.co.za)  
[complaints@guardrisk.co.za](mailto:complaints@guardrisk.co.za)

## **CONFLICT OF INTEREST Policy.**

The Administrator has adopted a Conflict of Interest Policy, which can be requested in writing to [info@za.innovation-group.com](mailto:info@za.innovation-group.com)

The Administrator is an authorised Financial Services Provider in terms of the FAIS Act and is entitled to render intermediary services and advice relating to Short-Term Insurance category 1 in respect of personal and commercial lines. The Administrator, who has contractual relationships with different Insurers, holds professional indemnity and fidelity guarantee insurance.

## **TREATMENT OF VAT.**

You are, in terms of a SARS ruling issued in terms of section 20 (7) of the VAT Act, able to claim input tax only if You are in possession of a Policy document and proof of payment.

## **TREATING THE CUSTOMER FAIRLY.**

We have created a superior solution – encompassing products, processing and service – tailored to each of Our customers' requirements. We will at all times, deliver a superior customer experience, simplifying and improving both Our clients and their customers' lives. We will achieve this through a motivated team of skilled people, absolute fairness in Our treatment of Our clients and partners and complying with the 6 (Six) Treat Your Customer Fairly Outcomes, namely;

- You are confident that Your fair treatment is key to Our culture;
- Products and services are designed to meet Your needs;
- We will communicate clearly, appropriately and on time;
- We provide advice which is suitable to Your needs and circumstances;
- Our products and services meet Your standards and are of an acceptable level;
- There are no barriers to access Our services or to lodge any complaints.

## **VARIATIONS.**

No variation to this Policy shall be binding on the Insurer unless made in writing and signed by a Director or Public Officer of the Insurer and confirmed thereafter by payment of the Insured of the Premium whether varied or not.

This Policy is issued on the basis that the statements and information made and set forth in the application and all declarations made in respect thereof are true and correct and constitute a full disclosure of all facts and circumstances likely to materially affect the assessment of the risk at the time of the issue of this Policy.

The Company reserves the right to amend, add or change the Terms and Conditions of this Policy by giving 31 (Thirty-One) days' written notice of its intention to do so. Any variations and or changes will be binding on both the Insurer and the Insured and can be applied at any time to the existing Terms and Conditions after written communication of these changes has been sent to the Insured's last known address as it appears in Our records at that time.

**UNDERWRITTEN BY GUARDRISK INSURANCE COMPANY LIMITED AN AUTHORISED FINANCIAL SERVICES PROVIDER.**

**Guardrisk Insurance Company Limited:**

Reg. No. 1992/001639/06

FSP No. 75

The Marc, Tower 2, 102 Rivonia Road, Sandton, 2196

**Complaints Department:**

Tel: (011) 669 1000

Fax: (012) 675 3856

Email: [complaints@guardrisk.co.za](mailto:complaints@guardrisk.co.za)

**Compliance Department:**

Tel: (011) 669 1104

Fax: (011) 675 3826

Email: [compliance@guardrisk.co.za](mailto:compliance@guardrisk.co.za)

You can access Guardrisk's Complaints Resolution Policy at: [www.guardrisk.co.za](http://www.guardrisk.co.za) or email: [complaints@guardrisk.co.za](mailto:complaints@guardrisk.co.za)

You can access Guardrisk's Conflict of Interest Management Policy at: [www.guardrisk.co.za](http://www.guardrisk.co.za)

**ADMINISTRATED BY INNOVATION FSP (PTY) LTD AN AUTHORISED FINANCIAL SERVICES PROVIDER.**

Reg. No. 1997/005662/07

VAT No. 4360174033

FSP No. 21468

Innovation House, 192 Bram Fischer Drive, Randburg, 2194

Private Bag X99, Bryanston, 2021

Tel: 0860 21 0007

Fax: 0860 41 0007

Web: [innovation.group](http://innovation.group)

**Compliance and Complaints Department:**

Tel: 0861 37 8257

E-mail: [gatewayassist@za.innovation-group.com](mailto:gatewayassist@za.innovation-group.com)

**THE OMBUD SHORT-TERM INSURANCE.**

PO Box 32334

Braamfontein

2017

Tel: (011) 726 8900 or 0860 726 890

Fax: (011) 726 5501

Email: [info@osti.co.za](mailto:info@osti.co.za)

**THE COMMISSIONER OF SHORT-TERM INSURANCE.**

**Financial Sector Conduct Authority**

PO Box 35655

Menlo Park

0102

Tel: (012) 428 8000

Fax: (012) 346 6941

**THE FAIS OMBUD.**

PO Box 74571

Lynnwood Ridge

0040

Tel: (012) 470 9090 or 0860 324 766

Fax: (012) 348 3447

Email: [info@faisombud.co.za](mailto:info@faisombud.co.za)

**For MINI Financial Services (South Africa) (Pty) Ltd.**

1 Bavaria Avenue

Randjiespark Ext. 17

Midrand

1685

Tel: 0860 100 269

Email: [VAPS.MINI@MINIfinance.co.za](mailto:VAPS.MINI@MINIfinance.co.za)

## **DISCLOSURES IN TERMS OF THE SHORT-TERM INSURANCE ACT AND THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT**

(hereinafter referred to as "THE FAIS ACT").

**(This does not form part of the Insurance Contract)**

### **THE MINI RUN-FLAT TYRE COVER POLICY**

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

#### **1. CLAIMS**

Please note that the procedure for instituting claims is included in your Policy.

In the event of your claim being rejected and a claim rejection letter being sent to you, you have a period of 90 (Ninety) days in which to make a representation directly to the Insurer. Should you make a representation within the 90 (Ninety) day period, the Insurer has within 45 (Forty-Five) days of receiving the representation, to notify you of their final decision after reviewing the representation. Should you be dissatisfied with the Insurer's decision, you have a period of 6 (Six) months in which to institute legal action. You may also lodge a complaint with the Ombudsman for Short-Term Insurance on the details in 7 below.

#### **2. COMPLAINTS**

Any complaints relating to your Policy will be handled by the Administrator, whose complaints department can be contacted on the telephone number for customer care, as provided in your Policy. Please note that the Administrator's complaints Policy and procedure is available on the Administrator's website or from the Administrator by contacting the numbers listed in point 5 below.

#### **3. THE INSURER (PRODUCT SUPPLIER)**

The Insurer underwrites the benefits of your Policy. Your Policy conforms to the requirements of the Short-Term Insurance Act 53 of 1998 (as amended) and in no way detracts from your legal rights.

##### **Guardrisk Insurance Company Limited:**

Reg. No. 1992/001639/06

FSP No. 75

The Marc, Tower 2, 102 Rivonia Road, Sandton, 2196

##### **Complaints Department:**

Tel: (011) 669 1000

Fax: (012) 675 3856

Email: [complaints@guardrisk.co.za](mailto:complaints@guardrisk.co.za)

##### **Compliance Department:**

Tel: (011) 669 1104

Fax: (011) 675 3826

Email: [compliance@guardrisk.co.za](mailto:compliance@guardrisk.co.za)

You can access Guardrisk's Complaints Resolution Policy at: [www.guardrisk.co.za](http://www.guardrisk.co.za) or email: [complaints@guardrisk.co.za](mailto:complaints@guardrisk.co.za)

You can access Guardrisk's Conflict of Interest Management Policy at: [www.guardrisk.co.za](http://www.guardrisk.co.za)

#### **4. THE DEALER (INTERMEDIARY)**

If your Policy was sold through a Dealership, the Dealer is required to make certain disclosures in terms of the FAIS Act. The Dealer should provide you with the details of the premiums, commissions and any monetary obligations assumed by you directly or indirectly when buying your Policy.

#### **5. THE ADMINISTRATOR**

##### **Innovation FSP (Pty) Ltd**

Reg. No. 1997/005662/07

VAT No. 4360174033

FSP No. 21468

Innovation House, 192 Bram Fischer Drive, Randburg, 2194

Private Bag X99, Bryanston, 2021

Tel: 0860 21 0007, Fax. 0860 41 0007

Web: [innovation.group](http://innovation.group)

##### **Conflict of Interest**

The Administrator has adopted a Conflict of Interest Policy, which can be requested in writing to [info@za.innovation-group.com](mailto:info@za.innovation-group.com)

**Compliance and Complaints Department:**

Tel: 0861 37 8257

E-mail: [ombudcomplaint@za.innovation-group.com](mailto:ombudcomplaint@za.innovation-group.com)

The Administrator is an authorised Financial Services Provider in terms of the FAIS Act and is entitled to render intermediary services relating to Short-Term Insurance category 1 in respect of personal and commercial lines. The Administrator, who has contractual relationships with different Insurers, holds professional indemnity and fidelity guarantee insurance.

**6. WARNING**

Do not sign any blank or partially completed application forms and complete all forms in ink. If, however, any form is to be completed on your behalf by the Financial Service Provider, you must be satisfied to the accuracy and completeness thereof. Non-payment of your premium or any misrepresentations, incorrect information provided by you, or non-disclosure of any relevant facts, may influence the benefits you would have received in terms of your Policy or could result in rendering your Policy void.

**7. THE SHORT-TERM INSURANCE OMBUDSMAN**

The Ombudsman is available to advise you in the event of claim problems, which are not satisfactorily resolved by the Insurance Intermediary, the Administrator and/or the Insurer.

PO Box 32334

Braamfontein

2017

Tel: (011) 726 8900

Fax: (011) 726 5501

**8. THE FAIS OMBUDSMAN**

The Ombudsman is available to advise you in the event of complaints which relate to advice and intermediary services rendered to you in terms of the FAIS Act and which have not been resolved to your satisfaction.

PO Box 74571

Lynnwood Ridge

0040

Tel: (012) 470 9080

Sharecall: 0860 324 766

Fax: (012) 348 3447

**9. THE COMMISSIONER OF SHORT-TERM INSURANCE****Financial Sector Conduct Authority**

PO Box 35655

Menlo Park

0102

Tel: (012) 428 8000

Fax: (012) 346 6941

**10. FEES AND COMMISSIONS PAYABLE**

The MINI Run-Flat Tyre Cover Policy		
Type	Monthly	Single
Innovation Binder Fee	12.0%	
Regulated Commission	12.5%	
Pre-Delivery Inspection Fee	R0.00	R500.00
Total Premium	As Per Welcome Letter Schedule	

(All premiums and commissions include VAT at ruling rate).

The premium amount due by you is payable in advance for the cover period.

The fees and commissions are paid by the Insurer.

**MINI Financial Services (South Africa) (Pty) Ltd.**

1 Bavaria Avenue  
Randjespark Ext. 17  
Midrand  
1685

Tel. 0860 100 269  
Email: [VAPS.MINI@MINIfinance.co.za](mailto:VAPS.MINI@MINIfinance.co.za)