



MOTORCYCLES

Endorsements & Warranties

General Operative Clause

This policy and the schedule are the contract between the Guardrisk Insurance Company Limited (the insurer) administered by Xs Sure and the Insured and other Insured/s stated in the schedule. Any application or statement made by the Insured or on the Insureds behalf will form the basis of this policy and be part thereof. In consideration of and upon receipt of the premium the Insurer will indemnify the Insured, subject to the terms, exclusions and conditions of the policy, against occurrences for which the insured is covered under the policy that occur during the period of insurance stated in the schedule. The Insurer will indemnify the Insured by direct payment into the Insureds bank account.

Insured Events

This policy will reimburse the Insured against the cost of repair or replacement of a tyre including valves and balancing in the event of loss caused by an event covered by this policy. Only tyres purchased through a Harley-Davidson outlet and fitted to the Insureds bike are covered. Events covered under this policy are wear & tear, accidental damage caused by hard braking, cuts, bursts or road inequalities, malicious damage to a tyre and punctures . This policy will only apply to tyres fitted to bikes that are privately owned and not used for commercial purpose in anyway whatsoever.

Theft

This policy will contribute a maximum amount of r 500 in the event of theft. This amount is contributed towards the payment of the Insureds excess in terms of his/her comprehensive policy. The Insured is required to have a valid comprehensive policy in force at the time of the loss and must report the theft to the police.

Accidental Damage

This policy will reimburse the insured the cost of repair or replacement of a tyre including valves and balancing in the Event of loss due to damage caused by hard braking, cuts, bursts or road inequalities.

Malicious Damage

This policy will contribute a maximum amount of r 500 in the event of loss suffered as a result of malicious damage or vandalism. This amount is contributed towards the payment of the Insureds excess in terms of his/her comprehensive policy. The Insured is required to have a valid comprehensive policy in force at the time of the loss and must report the malicious damage or vandalism to the police.

Punctures

This policy will replace the tyre in the event of a puncture provided OKO Puncture free has been professionally installed.

Wear & Tear

This policy will replace the clients tyres due to wear & tear . This policy must be in force for more than 6 months before this cover will commence.

General Conditions

Period of insurance A month to month basis if premiums are paid up.

Payment of premiums

Premiums must be on the 1st of every month and are paid in advance.

Duty of Care

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

Cancellation

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

Limit of Indemnity

The Insurer will indemnify the Insured up to a maximum of r 3000 per tyre.

Claims

An insurance credit will be paid out should the tyre/s become irreparably damaged on the maintained South African road as a result of a cut bruise, impact or puncture, excluding cosmetic, chemical or atmospheric damages. The Insured will receive a tyre replacement voucher from the Insurer for the replacement value of the tyre/s up to a maximum of R3000 per tyre. Tyre/s must be fitted and purchased from any participation Harley – Davidson dealership. Any occurrence where theft or any other criminal act or loss has been involved must be reported to the police within 7 days of the event. All claims must be lodged with the Insurer on 0861-977 873 within 30 days of the event of an occurrence that may result in a claim.

Insurers rights after an occurrence that may lead to a claim

The Insured shall at the expense of the Insurer, do and permit to be done all such things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights to which the Insurer shall be, or would become, subrogated upon indemnification of the Insured.

Fraudulent or willful acts

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

- i) If a claim is in any respect fraudulent or if fraudulent are used by the Insured, or on the Insured's behalf, to obtain any benefits under this policy.
- ii) If a claim in any way occurs due to a willful act committed by the Insured or with the Insured knowledge
- iii) Information in connection with the claim is not true

Excess

This policy carries no excess payable by the Insured in respect of the first claim. However, should a second claim be made in the same year, an excess of R550 will apply, except in the case of punctures, where no excess is applied.

Exclusions

- i) Tyres that have a tread depth at any point of less than 1mm
- ii) Tyres fitted to a bike used for racing pace making, speed testing, reliability trails, hire and reward, off road activities dispatch or courier services or driving tuition.
- iii) Damage that is caused by or through an accident to the bike on which the tyres were fitted.
- iv) Retread, i.e. tyres that have been refitted with rubber retreads.
- v) Fraud. This policy will not cover a claim that is shown to be fraudulent or that has been improperly processed or submitted.
- vi) Damage covered under a supplier or manufacturer's warranty or guarantee period.
- vii) Damage from liability arising from faulty manufacturing or fitment
- viii) Damage to the bike resulting from an event covered by this policy.
- ix) Damage to rims, mags or any safety devices fitted on or in the tyre.
- x) Liability to third parties or third party property damage.
- xi) Consequential loss or damage.
- xii) Damage of loss caused by nuclear substance or activity.
- xiii) Damage caused by war, civil commotion, labor disturbances, riots, strike, lockout, or public disorder.
- xiv) Damage caused by any form of terrorism.

**STATUTORY NOTICE TO SHORT TERM INSURANCE
IMPORTANT - PLEASE READ CAREFULLY
DISCLOSURE AND OTHER LEGAL REQUIREMENTS**

(This notice does not form part of the Insurance Contract or any other documents)

As a short-term insurance policy holder, or prospective policyholder, you have the right to the following information:

1. About the intermediary (insurance broker)
 - a) No intermediary has been specified

2. About the Administrator

- a) Name, physical address, postal Address and telephone numbers

XS Sure (Pty) Ltd

Postal address: Street Address:

P.O. Box 2128 Block 813

Jukskei Park Hammets Crossing Office Park
2153 Cnr Witkoppen & Selbourne Ave
Fourways
2153

Fax Business: (011) 462 3242

Phone Business: (086) 197 7873

E-mail: danny@xssure.co.za

E-mail: ttomlinson@iafrica.com

- b) Telephone number of Compliance department/officer Of the Administrator

Fax Business: (011) 462 3242

Phone Business: (086) 197 7873

- c) Details of how to institute a Claim and/or complaint

Fax Business: (011) 462 3242

Phone Business: (086) 197 7873

In the event of a possible claim you must notify an office of your respective Insurer/Administrator as per the Attached form within 30 days. In the event of a claim you will be required to supply the

Following:

- Details of other insurance cover the same event
- Information and proof in support of the claim
- Documents of details of any communication in

Connections with the claim. You must make no

admission or statement of liability or Make any offer to any third party. Claims resulting from Loss, theft or malicious damage must be reported to the Police within 48 hours. You must notify your Insurer/ Administrator immediately you become aware of any Impending prosecution. In the event of a claim you may Become responsible for a first amount payable (excess) In respect of a claim which will be shown on the policy Schedule under the first amount payable or excess.

- d) Type of policy involved Short-term (Private), Tyre 4 Life
- e) Extent of premium obligations As disclosed pr policy schedule
You assume as policyholder
- f) Manner of payment of premium, Due date of premiums and Consequences of non-payment. Your premiums are payable via Monthly Debit Order
Should your payment not be honored, your insurance cover will cease as pr terms and conditions stated in your policy documents.
- g) Details about the Insurer Guardrisk Insurance Company Ltd
Postal address:
P.O. Box 781692
Sandton
2146

Physical Address:
90 Rivonia Road
Sandton
2146

Fax Business: (011) 669 1931
Phone Business: (011) 669 1000

- 3) Other matters of importance
 - a) You must be informed of any material changes to the information referred to in paragraph 1 and 2.
 - b) If the information in paragraph 1 and 2 was given orally, it must be confirmed in writing within 30 days.
 - c) If any complaint to the intermediary of Administrator or Insurer is not resolved to your satisfaction, you may submit the complaint to the Registrar of Short-Term Insurance.
 - d) 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 a claim.
 - e) If premium is paid by debit order.

It may only be in favor of one person and may not be transferred without your approval: and the Insurer/Administrator must inform you at least 30 days before the cancellation thereof, in writing, of its intension to cancel such debit order.

- f) The Insurer/Administrator and not the intermediary must give reasons for repudiating your claim.
- g) Your Insurer/Administrator may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you.
- h) You are entitled to a copy of the policy free of charge.

4. Warning

Do not sign any blank or partially completed application form.

Complete all forms in ink.

Keep all documents handed to you.

Make note of what is said to you.

Don't be pressurized to buy the product.

Incorrect or non-disclosure by you of relevant facts may influence an Insurer/Administrator on any claims arising from your contract of insurance.

5. Particulars of the Short-Term

Insurance Ombudsman

P.O. Box 30619

BRAAMFONTEIN

2017

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

Telephone :

(011) 726-8900

Fax :

(011) 726-5501

6. Particulars of the Registrar of Short

Term Insurance

Financial Service Board

P.O. Box 35656

MENLO PARK

If any complaint to the Intermediary or Administrator or Insurer is not resolved to your satisfaction, you may submit the complaint to the Registrar of Short-Term Insurance.

Telephone :

(012) 428 8000

Toll free:

(080) 011 0443

Fax:

(012) 347 0221