Motorcycle Warranty Policy

(For Mechanical and Electrical Failure)

Including

Roadside Assistance Cover

Contact Details

Claims & Administration

Telephone Number: (021) 013 3087

Email Address: info@veritasglobalprotection.co.za

claims@veritasglobalprotection.co.za

Roadside Assistance (24 Hours) 010 271 3551

TABLE OF CONTENTS

1. Operative Clause

Provided we have received the agreed premium, Veritas Global Protection South Africa (Pty) Ltd on behalf of Yard Insurance Limited agrees to offer financial compensation for mechanical or electrical failure of the specified components, parts or systems of the motorcycle (s) specified below, during the period of warranty but subject to the terms and conditions stated in this wording.

2. Definitions

Unless otherwise stated You/Your/Yours/Yourself/The Insured/ Motorist means the policy holder named in the schedule and their lawful or common law spouse or life partner and members of their family normally resident with them. We/Us/Our means Veritas Global Protection South Africa (Pty) Ltd.

Your policy schedule and terms and conditions form the basis of your contract with Veritas. Please make sure you read and understand the contents of this wording and that your selected plan meets your expectations. Should you not understand any of the terms and conditions of this policy please contact your financial services provider (FSP) for assistance.

Please ensure the details you supply to us are always correct and any changes must be notified to us within 14 days of the changes taking place.

Veritas Global Protection South Africa (Pty) Ltd is an authorised financial services provider with FSP No: 44659. Yard Insurance Limited is a licensed Short-Term Insurer and registered financial services provider FSP No: 17704

3. Scope of Cover Provided

This policy offers assistance to you, the motorcyclist, in the event of unforeseen mechanical or electrical failure of the covered parts, components or systems stated below. If a component, part, or system does not appear on the list of covered items on the selected policy option it is automatically excluded from this policy.

Cover is provided to a maximum of the market value of the motorcycle as prescribed by the manufacturer of your motorcycle, or a reputable dealer.

4. Components/Parts/Systems Covered by this Warranty

Engine: All internally lubricated parts; valve covers; intake manifolds; oil pump; fan motor; valves; engine mounts; cylinder head(s); engine block/ crankcase and cylinder barrels if damaged as a result of the Failure of an internally lubricated covered engine component.

Turbo Charger: Internal parts; vanes; shafts; bearings, bushings, waste gate and housing if damage is caused by a Failure of any of the above covered components.

Transmission/Gearbox: All internal components including transmission mount and case but excluding clutches. The case is only covered if damaged by the failure of an internal component.

Drive Train: Driveshaft excluding chain, drivebelts and sprockets.

Suspension: All internally lubricated parts contained within the front fork tubes and front hub; swing arm bearings or bushings; front and rear wheel bearings; frame; swing arm; upper and lower control arms; ball joints; kingpins; bushings and spindle. Front fork tubes and front hub if damaged as a result of the failure of a covered suspension component.

Steering: Upper and lower steering stem bearings and bushing axle; steering stem; handle bar; steering stem nut, rod ends. Steering stem shaft if damaged as a result of the failure of a covered steering component.

Brake System: Brake backing plates; brake hubs; disc rotors; master cylinder assembly; hydraulic lines and fittings; drum brake actuating cam; secured hardware.

Anti-Lock Brakes (ABS) (On-road Motorcycles / Scooters only): Electronic control unit; anti-lock computer module; wheel speed sensors/exciters; proportioning valves; high pressure hydraulic pump; electro-hydraulic proportioning control valves; accumulator.

Electrical: Alternator; starter assembly; manually operated switches; cooling fan motor; wiring harness; ignition coil(s); rectifier, stator assembly; rotor assembly; CDI control box/electronic ignition control module; magneto; electronic fuel injection control module and voltage regulator.

Gauges: All factory instrumentation (mechanical and electronic) and electronic instrument sensors. (Light bulbs are not covered).

Fuel system: Petcock; fuel lines and fittings; fuel pump and housing; diaphragms; springs; valves and actuating lever. Mechanical and electrical fuel pumps, injectors, airflow meter, lambda probe, airflow sensor, fuel distributor and fuel pressure regulator, excluding all calibration and serviceable components.

Touring Bikes: Digital dash components; control cables; factory installed sound system (Speakers are not covered); fairing hardware, brackets, switches, covers, latches and hinges; saddlebag/travel trunk latches, hinges and mounting hardware.

Seals and Gaskets: Seals and gaskets are only covered when required in connection with the replacement or repair of a covered part.

Cooling System: Radiator, water pump, thermostat and oil coolers.

5. Limitations

Strip and Quote: The cost of stripping failed parts for the purpose of preparing a repair quote will be paid in full should you have a valid, admitted claim. Should your claim be repudiated or rejected for any reason, we will not be liable for these costs.

Overheating: Damage and/or breakdown caused to any part covered as listed above, as a result of any defect or fault arising from overheating or an overheating related incident, including cracked or warped cylinder heads, failure of the cylinder head gasket and damage attributed to the loss of the coolant medium resulting from the failure of a listed covered component, is covered under this policy, provided that the claim payable in relation to such part or damage shall be limited to R5 000-00.

Over fuelling/Under fuelling: Over fuelling, adjustment or replacement of injectors, injection pumps and associated parts damage and/or breakdown caused to any part covered as listed above, as result of any defect arising from over fuelling, adjustment or replacement of injectors, injection pumps and associated parts is covered under this policy provided that the claim payable in relation to such part or damage shall be limited to R5 000-00.

Wear and Tear: Deterioration, not resulting in actual failure, arising through usage or age of the motorcycle is not covered by the policy.

6. Betterment

It is not the intention, implied or otherwise, of this policy to make new motorcycles from old. Where the repairs require new or exchange units which, in our opinion, are in excess of what is necessary to make good the repair, then the difference in cost will be met by you.

7. Excess / Deductible

The benefits payable in terms of this policy are subject to a first amount payable (excess) which is payable by you for each claim that is submitted. This is your excess / deductible and is shown on your policy schedule.

This is an annual policy which we allow You to pay monthly. Your premium is based on a 12-month period. In the event of a loss of more than R25 000 the balance of the calculated term premium will be deducted from the settlement of Your claim. This excess is only applicable to the first large loss and thereafter the excess as shown in the Schedule will apply.

8. Motorcycles Not Covered by this Warranty

This policy is intended for all types of motorcycles including off-roaders, quads and ATVs, but excluding:

a) Motorcycles used for hire or reward.
b) Motorcycles which have been registered as a Code 3.
c) Motorcycles that have been modified to perform beyond manufacturer's specifications.
d) Motorcycles used in any form of motor competitions.
e) Foreign registered motorcycles.
f) Unroadworthy motorcycles.
g) Motorcycles older than 10 years.

9. Exclusions

I. Any item which is not included in the definition of covered components on your selected plan.

II. All motorcycle maintenance or failure due to lack of proper maintenance.

III. Pre-existing failure or damage (failure occurring prior to the inception date).

IV. Any impact damage or collision damage.

V. Failure occurring outside the borders of South Africa (unless so agreed with us prior to the foreign trip).

VI. Failure due to driver abuse.

VII. Any damage caused by water not intended to be there in the normal operation of the motorcycle.

VIII. Components or parts under manufacturer's or repairer's guarantee/warranty.

IX. Damage caused to other parts as a result of a part failing (resultant damage).

10. Consumables

This policy will pay for the cost of consumables such as oils, lubricants and coolants used in carrying out an authorised repair but will exclude those used during routine maintenance or a scheduled service.

11. Multiple Simultaneous Failures

Any number of failures that happen at the same time and are reported at the same time will be treated as one claim and this policy will pay to a maximum of the limit of indemnity, being the market value of the motorcycle as prescribed by the manufacturer of your motorcycle, or a reputable dealer.

12. Resultant Damage

Resultant damage, or loss to a covered component, caused by the failure of an excluded component is covered by this policy per the table of benefits (provided that the failure to the excluded component is due to its mechanical or electrical failure and such failure is not specifically excluded elsewhere in this document).

13. Inception Date (or Start Date)

The policy start date will be the date on which the policy was purchased (as reflected on the schedule). In the event that the motorcycle still has a manufacturer's warranty in force, the start date of this policy will be the day following the expiration of the manufacturer’s warranty or if a claim is filed and the manufacturer’s warranty has expired due to the maximum mileage being passed, the start date of the policy will be the loss date for the claim.

14. Waiting Period

Your cover will commence immediately if taken out at the time you purchase the motorcycle from a registered dealer. However, if the motorcycle is purchased from any other source or if cover is taken out at a date later than purchase date of the motorcycle, cover will be subject to a mandatory 30 days waiting period from inception date. There will also be a 1 500 km waiting period from the odometer reading on the inception date. No claim will be paid if loss occurs within the first 30 days after the policy inception date and within the first 1 500 km post inception date.

15. Expiry Date

The date the policy expires or is cancelled by us or yourself.

16. Cancellation

The policy may be cancelled by either party at any time provided 31 days’ notice of the intention to cancel is given in writing to the other party. A refund of premium for the unexpired period may be allowed (less administration and related costs), provided no claims have been paid in the period prior to the cancellation date and all other terms of the policy have been complied with.

17. Transfer to Third Parties

This cover may be transferred to third parties who purchase the motorcycle with no waiting period, provided the new owners agree to provide us with their details and a transfer fee as applicable. No refund of the premium for the unexpired portion of the policy period will be paid to you.

18. Amendments

Should we need to amend your policy terms we will give you 31 days’ notice prior to the effective date of the amendment.

19. Premium

All premiums are payable monthly in advance. You must pay your premium every month by debit order before the beginning of the month to which cover applies.

You must pay every month by debit order on the debit order date as chosen by you. If the debit order date falls on a weekend or a public holiday, we will debit your bank account on the next working day.

If you cancel or put a stop payment on your debit order, your policy will automatically end on the last day of the month that we received a premium for.

Premiums are payable monthly in advance and if we cannot collect the premium on your debit order date, we will try to debit your bank account on the following debit order date with the outstanding premium and the new premium due for the current month.

Only if the reason for the returned debit is due to 'insufficient funds' you may, with our prior consent, pay the outstanding amount by electronic funds transfer to our nominated bank account. Alternatively, by prior arrangement with you, we will collect the outstanding premium electronically. If we still cannot collect this premium, the policy will end on the last day of the month for which we received a premium.

If you have a claim during a period when a debit order has not been paid, (depending on the reason for being unpaid) we will consider the claim only when we have received the premium.

In terms of a ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative tax invoice, debit note, or credit note as contemplated in sections 20 (7) and 21 (5) of the VAT Act respectively and supersedes any policy documentation or renewal notice issued by insurers for this purpose. All amounts stated in this Policy are expressed inclusive of VAT at 15%. For clarity it is noted that in cases where the excess/deductible is expressly recovered by the Insurer from the Insured the excess/deductible in terms of the policy so recovered does not constitute a consideration as defined in the VAT Act and as such has no VAT consequence.

20. Other Insurance or Warranty

If the covered motorcycle is covered by another policy or warranty for similar benefits, we will only pay our rateable proportion of any valid claim.

21. Claims

All incidents that may lead to a claim must be reported to us on the number or email address provided in this document within 5 (five) days of the happening of the incident. You must follow the procedure below in order for us to process your claim:

i. Prevent further damage - Immediately take action to prevent further damage to your motorcycle. The operator of your motorcycle is responsible for observing warning lights, gauges, and sensory items that indicate a potential breakdown. Upon this observation, you must immediately arrange for the motorcycle to be diagnosed, and cease operating the motorcycle. Failure to properly take this action or the continued operation of your motorcycle may result in the denial of claims.
ii. Your motorcycle must be taken to a manufacturer appointed franchise dealer, or to a registered RMI or SAMBRA authorised repairer.
iii. You may be required to prove your loss before your claim is processed and we may appoint an independent assessor to verify or validate your claim.
iv. The authorised repairer will submit a quotation to our Claims Department who will issue authorisation once it has been verified that you have a valid claim and before any repair work commences. Should repairs be done prior to authorisation your claim will be rejected.
v. On completion of the repairs, you must confirm your satisfaction with the quality of the work done by signing a satisfaction/release note before collecting the motorcycle from the repairer.
vi. We will pay the repairer directly after receiving their SARS compliant invoice, less the amount of your excess / deductible, with no further action required from you. However, any extra work carried out beside the authorised repairs shall be for your own account to settle directly with the repairer.
vii. If, for no valid reason, the authorised repairs have not commenced within 3 calendar months, the claim will be treated as “not taken up” and closed. We will no longer be liable for the repair and/or any other associated costs.

22. Insurer's Rights

Any failed components that are replaced in terms of this policy become property of the Insurer and you are required to keep such property safe pending collection by our appointed representatives or assessors.

23. Dispute Resolution

If for any reason your claim has been declined or you dispute the settlement amount, you have 90 days after receiving our decision to approach us for a review.

Should you still not be satisfied with our final decision you will have a further six (6) months to institute legal action against us. If the 6 months expire without any summons being served on us, you will automatically lose your right to any legal action against us and you will be considered to have accepted our final decision regarding your claim.

24. Fraud and Dishonesty

If you or anyone acting on your behalf provides information which is fraudulent or dishonest or withholds information that would influence our decision on the claim, your claim will be rejected, and your policy cancelled with no refund of premium for any unexpired period. Further, we may be obliged to report any case of suspected felony fraud to the relevant authorities.

25. Provisions of Cover

Non observance of any of the provisions of cover will render the policy null and void.

26. Service and Maintenance Record

You are required to maintain and service your motorcycle according to the manufacturer's specified service intervals. Servicing shall only be done by reputable (RMI Registered) service centres, with no self-servicing permitted. Records of such service or maintenance shall be accurately endorsed in the motorcycle service record.

27. Personal Information & Information Sharing

We will take necessary measures to ensure that your personal information (as defined in the Protection of Personal Information Act 4 of 2013) as provided by you or which is collected from you is processed following the provisions of the above Act and that said information is stored safely and securely.

You hereby agree to give honest, accurate and current information and to maintain and update such information when necessary. You accept that that your personal information may be used for the following reasons:

i. To establish and verify your identity in terms of applicable legislation.
ii. To enable us to fulfil our obligations in terms of this policy.
iii. To enable us to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the applicable legislation.
iv. Reporting to the relevant Regulatory Authority in terms of the applicable legislation.

We may share your information for further processing with the following third parties, but these third parties must keep your personal information as safe and secure as we will.

a) Payment processing agencies, merchants, banks and other persons who assist with the processing of your payment instructions.
b) Law enforcement and fraud prevention agencies.
c) Regulatory authorities, industry ombudsmen, governmental departments, local and international tax authorities and other persons that we are obliged under law to share your information with.
d) Our service providers, agents, and sub-contractors that we have contracted with to offer and provide services to any policyholder.
e) Persons to whom we cede our rights and delegate our authority to in terms of this policy.
f) Other insurance companies and/or the South African Insurance Association (SAIA).

Unless consented to by you, we will not sell, exchange, transfer, rent or otherwise make available your personal information to any other parties and you indemnify us against any claims resulting from disclosures made with your consent.

If we have utilised your personal information contrary to the applicable laws, you have the right to lodge a complaint with us within 10 days. Should we not resolve the complaint to your satisfaction, you have the right to escalate the complaint to the Information Regulator.

28. Jurisdiction and Applicable Laws

This policy is subject to the laws and statutes of the Republic of South Africa. Only judgments delivered by a court of competent jurisdiction within the Republic of South Africa will be binding in enforcing the terms and conditions of this policy.

29. Veritas Assistance

This policy will pay for roadside assistance as outlined in the table of benefits up to an aggregate limit of R5 000 per 12-month period. However, should the assistance be necessitated by an excluded event, we will pay for the service only whilst you shall pay for the cost of repairs, spares and/or consumables.

Towing Charges:	Cost of towing following failure of a warranted part, component or system specified above by an authorised towing service provider to the nearest place of repair or safe storage, within a 100km radius. Towing charges shall be at the prevailing AA tariff. Limited to the amount shown in the benefit table.
Overnight Accommodation:	Should a covered failure occur more than 100km from your stated residential address, this warranty will pay the proven costs of overnight accommodation.
Storage:	Our towing service provider shall arrange for secure storage of your vehicle for up to 120 hours whilst awaiting commencement of the authorised repair.

Additional benefits

1. Changing a flat tyre: The call-out fee and first hour of labour but excluding cost of replacement tyre, tube or valve.
2. Running out of fuel: Delivery of fuel to your location but excluding the cost of

the fuel itself.

3. Battery Jump-Start or Replacement: If the vehicle's battery is dead, the service provider will jump-start your vehicle. We will pay for the call-out to a maximum of the benefit shown in the table or the actual cost, whichever is the lesser. Should you require a new battery the cost of same would be for your own account.