



# AUTO GUARD

*SECURING YOUR JOURNEY*



## ALLOY RIMS AND TYRE

MAINTENANCE PLAN

# TERMS AND CONDITIONS

## General Agreement and Definition

### 1) Eligibility

The AutoGuard Alloy Rims and Tyre Maintenance Plan may only be purchased for Passenger Vehicles, SUV's, Minibuses, Single Cabs, Club Cabs and Double Cabs, which are used for recreational, domestic, and social purposes, including travel to and from your place of work.

### 2) Maintenance Limit

The maximum amount that the Maintenance Plan will pay per repair/replacement is dependent on the type of plan chosen. Please refer to the defined benefit section for specified limits per plan type. The amounts stipulated are inclusive of VAT. Any amount exceeding this maximum limit will be for your own account.

When damaged alloy rims and tyres are brought in for maintenance, you may not select to carry out repairs or replacement on only certain alloy rims and tyres, as all damage on the alloy rims and tyres will be taken into consideration when calculating the repair/replacement amount. The benefit is limited per wheel and will be assessed accordingly. The annual service limit is capped at three times (3x) your limit (per Alloy/Tyre).

### 3) Maintenance Period

The maintenance period depends on the plan you choose, as stipulated in your maintenance plan schedule.

### 4) Payment of Fees

All fees in respect of your AutoGuard Alloy Rims and Tyre Maintenance Plan product are payable in advance for the plan option chosen and must be paid upfront on inception of this product.

#### Incorrect fee payment:

In the event that the fee paid to the administrator of this product is insufficient to cover the cost of the plan option chosen according to the schedule of the plan, then

1) the administrator will send written notification thereof to you and the credit provider and 2) option will be given for the payment to be corrected and plan to be activated upon full payment or 3) if the outstanding balance is not paid within thirty (30) days of the date of the original proposal as reflected in the maintenance plan schedule, the plan ceases to exist and a fifty percent (50%) refund of fees paid will be paid over by the administrator to the credit provider or customer should they have paid for the plan directly.

### 5) Excess

AutoGuard Alloy Rims and Tyre Maintenance Plan has a zero (N\$ 0.00) excess policy on all repairs and maintenance. However, any amount exceeding the maximum plan limit will be for your own account.

### 6) Cancellations

This agreement may be cancelled by either party giving thirty (30) days' written notice. Should the request for cancellation originate from the administrators, it will be sent to your last known address.

### 7) Refund of Fees

On cancellation by us, you shall be entitled to claim back a pro-rata portion of the total fee paid at the start of the agreement, excluding any administration and/or referral fees paid, calculated based on the remainder of the validity period of the plan from date of cancellation.

On your request for cancellation, AutoGuard Tyre and Vehicle Maintenance Cc shall be entitled to retain the portion of the fee paid for the period the plan was active, including any administration fee and/or referral fee. A pro-rata-based refund will be calculated in accordance with the administrator's rates which may vary from time to time. No refund is claimable should any benefit have been

claimed under the plan or should the refund due be less than N\$ 1 000,00. If the AutoGuard Alloy Rims and Tyre Maintenance Plan was financed by a credit provided, the refund will be credited to your credit provider.

## **8) Appointments**

Benefit utilization is based on an appointment basis only. Failure to make an appointment on time will result in the re-schedule of the appointment to a later date providing the validity of your AutoGuard Alloy Rims and Tyre Maintenance Plan remaining active.

## **9) Customer Responsibility**

You as the customer are responsible for providing written communication should you wish to cancel this agreement as stipulated in the cancellation clause of this agreement. You are responsible for informing the administrator in writing when the vehicle as described on the maintenance plan schedule has changed ownership, is stolen or has been written off. You must comply with all rules and regulations as described within this agreement.

## **10) Definitions**

### **Ambiguity**

Any reference to the male gender will include reference to the other gender and vice versa. Reference to the singular shall include reference to the plural and vice versa.

### **Credit Agreement**

A legally enforceable Credit Agreement as defined in the Namibian Credit Agreements Act 75 of 1980 (including any amendments thereto and any Act replacing this Act) the subject matter of which is a vehicle for which you have arranged benefits under this agreement.

### **Credit Provider**

The credit provider is referred to as the institutional organization stated in the

AutoGuard Alloy Rims and Tyre Maintenance Plan Schedule, that supplied goods or services by means of a credit agreement, discount facility, or instalment agreement or lease agreement.

### **You/Your/Yourself**

Refers to the person/entity as indicated on the application and the AutoGuard Alloy Rims and Tyre Maintenance Plan Schedule.

### **We/Us/Our**

Refers to all approved AutoGuard Tyre and Vehicle Maintenance Cc service providers and AutoGuard Tyre and Vehicle Maintenance Cc, Unit 2 Sonneneck, Moses Garoeb Str, Swakopmund.

### **Vehicle**

Refers to the vehicle as described in the AutoGuard Alloy Rims and Tyre Maintenance Plan Schedule.

### **Maintenance Plan Schedule**

Refers to the document as issued by AutoGuard Tyre and Vehicle Maintenance Cc containing your personal details and vehicle description, as well as stipulating duration of validity of the agreement and applicable contract fee.

### **Maintenance Value**

Refers to the amount of cost we contribute for work/replacement that has taken place. The limit hereof is described in your maintenance plan schedule.

## **11) Commencement of benefits**

Benefit utilization will only be available thirty (30) days after you have placed your signature on the application form, with the further condition that all fees for the applicable benefit have been received and paid in full.

## **12) Discrepancies**

Should any discrepancies arise between this agreement and information or documents received by you in connection with the AutoGuard Alloy Rims and Tyre Maintenance Plan, these terms and

conditions read with the Maintenance Plan Schedule and any endorsement thereto will govern in each case.

### **13) Service Providers**

Only approved AutoGuard Alloy Rims and Tyre Maintenance Plan service providers will be allowed to provide the benefits upon plan usage. Please contact the AutoGuard team to get in touch with a service provider near you.

### **14) Service Usage**

Damages cannot be accumulated, and all damages will be considered to calculate cost of repair/replacement.

Existing repairs/replacements cannot be transferred over to the next maintenance period/year, and should you opt not to furnish these repairs/replacements they will be declined upon a future request to do so. Only repairs/replacements as listed within the defined benefit sheet will be considered.

### **15) Recording Calls**

You hereby agree to the condition that all telephonic discussions between the AutoGuard Alloy Rims and Tyre Maintenance Plan administrators and you may be recorded for record-keeping purposes. We will use this for:

- reference to any instruction received by you;
- monitoring quality standards;
- training and staff development; and
- complying with all regulatory and legal requirements.

### **16) Rights**

AutoGuard Alloy Rims and Tyre Maintenance Plan administrators retain the right to accept or refuse any application to obtain this product. Should the administrators refuse to accept any application and payment for the AutoGuard Alloy Rims and Tyre Maintenance Plan has already been done, a refund will be provided as described in the refund section of this agreement.

Should there be any workmanship defects during the 3-month guarantee on any work

done by an approved AutoGuard Alloy Rims and Tyre Maintenance Plan service provider, a second opportunity to rectify the defect will be granted to the approved service provider.

### **17) Taxes**

All fees applicable to this agreement will include all taxes applicable at the current regulatory tax rate.

### **18) Transfer of AutoGuard Alloy Rims and Tyre Maintenance Plan**

The AutoGuard Alloy Rims and Tyre Maintenance Plan is transferable to a new owner's name on the following conditions:

- approval granted by the AutoGuard Alloy Rims and Tyre Maintenance Plan administrators; and
- the registered owner of the specific vehicle has changed to the person to who the benefit is being transferred.

The AutoGuard Alloy Rims and Tyre Maintenance Plan is only transferable to a new vehicle should the original contracted vehicle be stolen or written off and sufficient proof thereof is provided to the administrators.

In each case, only the remainder of the contract term is transferable, and no extension thereof will be granted. There will not be any opportunity to change plan type upon transfer.

### **19) Territorial Limits**

The AutoGuard Alloy Rims and Tyre Maintenance Plan is only valid within the national borders of the Republic of Namibia, governed by Namibian law and payable in Namibian Currency.

### **20) Defined Benefits**

The AutoGuard Alloy Rims and Tyre Maintenance Plan provides maintenance on your vehicle's alloy rims and tyres resulting from general wear and tear arising from day-to-day driving, excluding tread wear resulting from normal usage. The maintenance usage of this agreement is limited to the following wear and tear on

your alloy rims and tyres of the vehicle stipulated in your AutoGuard Alloy Rims and Tyre Maintenance Plan Schedule.

Tyres

- Unlimited number of puncture repairs
- Maximum number of tyre replacements per annum equals 2 units

Limit (Per Tyre/Alloy)	Term						
	24 Months	36 Months	42 Months	48 Months	54 Months	60 Months	72 Months
	Plan Type						
N\$ 1000	RTT24L1000	RTT36L1000	RTT42L1000	RTT48L1000	RTT54L1000	RTT60L1000	RTT72L1000
N\$ 2000	RTT24L2000	RTT36L2000	RTT42L2000	RTT48L2000	RTT54L2000	RTT60L2000	RTT72L2000
N\$ 3000	RTT24L3000	RTT36L3000	RTT42L3000	RTT48L3000	RTT54L3000	RTT60L3000	RTT72L3000
N\$ 4000	RTT24L4000	RTT36L4000	RTT42L4000	RTT48L4000	RTT54L4000	RTT60L4000	RTT72L4000
N\$ 5000	RTT24L5000	RTT36L5000	RTT42L5000	RTT48L5000	RTT54L5000	RTT60L5000	RTT72L5000

Credit Amount Calculations

Remaining tread depth	Tread depth of new tyre				
	7mm	8mm	9mm	10mm	11mm
	Payout % per event based on remaining tread				
11mm	N/A	N/A	N/A	N/A	100%
10mm	N/A	N/A	N/A	100%	90%
9mm	N/A	N/A	100%	90%	80%
8mm	N/A	100%	90%	80%	70%
7mm	100%	90%	80%	70%	60%
6mm	90%	80%	70%	60%	50%
5mm	80%	70%	60%	50%	40%
4mm	70%	60%	50%	40%	30%
3mm	60%	50%	40%	30%	20%
2mm	50%	40%	30%	20%	10%
<2mm	No Payout	No Payout	No Payout	No Payout	No Payout

**Note: All valid claims where tyres are replaced will become the property of AutoGuard Tyre and Vehicle Maintenance Cc. You may not keep or buy the damaged tyre. If your specific tyre is not available at the approved service provider, the best alternative option will be sourced in a similar price class of your tyre.**

Alloys

- Up to 2 debris marks or surface scuffs or scrapes or scratches or other minor indentations or a combination thereof to a maximum of 2 in total per annum as per the amount stipulated in the limit table of the plan registered for.
- If repairs are not possible, we will contribute 100% of your annual limit (per alloy) amount, to a maximum of 2 (two) units per annum for replacement.

Wheel Alignment

- 1 wheel alignment at any AutoGuard Alloy Rims and Tyre Maintenance Plan approved tyre shop country wide per annum.
- Wheel alignment needed because of

repairs/replacement by utilizing the AutoGuard Alloy Rims and Tyre Maintenance Plan.

Valves/Wheel Balancing

- Valves and wheel balancing needed because of repairs/replacement by utilizing the AutoGuard Alloy Rims and Tyre Maintenance Plan

**Note: Repair/replacement will be provided after inspection confirmation that deterioration/damage has resulted between the start date and expiry date of the contract (excluding the first 30 days of the contract). Repairs will include a 3-month warranty.**

1) Exclusions

All vehicles being used for car rental, taxi/carriage of passengers in return for a fee or trade goods for business purposes, motor sport including racing, contests, rallies, trails or use on any track are excluded from being eligible for the AutoGuard Alloy Rims and Tyre Maintenance Plan. This includes vehicles used for extreme off-roading and farming purposes.

Specific Exclusions:

There will be no benefit under this agreement in respect of:

- damages not defined in this agreement under the defined benefit section;
- damages that fall outside of the time limits of this agreement;
- damages exceeding the maximum repair limit as defined in the defined benefit section;
- damage to stickers;
- pre-existing damage that has occurred before the maintenance plan is activated on alloy rims or tyres;
- rusting or any other gradually developing cause;
- depreciation of the item because of repair/replacement;
- repairs, replacements, or services outside of the Republic of Namibia;
- services offered by any party not approved by the AutoGuard Alloy Rims and Tyre Maintenance Plan administrators as an approved AutoGuard Alloy Rims and Tyre

- Maintenance Plan service provider;
- any vehicle other than the registered vehicle on the AutoGuard Alloy Rims and Tyre Maintenance Plan Schedule;
- aftermarket alloy rims and tyre from non-reputable service provider;
- any vehicle not road-worthy according to the regulations set by the Road's Authority of Namibia;
- alloy rim or tyre damage caused purposefully or by gross negligence of the owner;
- re-treaded tyres;
- cosmetic damage to tyres – if the damage on the tyre is purely cosmetic and will not result in the vehicle losing its roadworthiness; and
- the tyres of your vehicle are not at the legal tread limit as specified in the Road Traffic and Transport Act, No 22 of 1999.

The administrators shall have the right to allow/refuse to allow any benefit where there is any doubt or dispute about the cause of the damage.

## 2) Maintenance Claim Procedure

In the event of a maintenance request because of damage as defined in this agreement, the following procedure shall apply.

- Ensure that the damage qualifies as per the definition within this agreement for the benefit to be utilized.
- You are required to contact the AutoGuard Alloy Rims and Tyre Maintenance Plan administrator team within 48hrs at **+26483 722 0900**, [claims@autoguard.com.na](mailto:claims@autoguard.com.na) or visit our website at [www.autoguard.com.na](http://www.autoguard.com.na) and provide us with your plan number.
- The AutoGuard Alloy Rims and Tyre Maintenance Plan administrators will ask you for a description of the damages and might request photos to be sent digitally (WhatsApp/email)
- The AutoGuard Alloy Rims and Tyre Maintenance Plan administrators might request for physical assessment to take place to confirm damages.
- Complete benefit redemption form (Scan hard copy and mail to [claims@autoguard.com.na](mailto:claims@autoguard.com.na) or complete our digital form by visiting [www.autoguard.com.na](http://www.autoguard.com.na)).

- Once benefit utilization is approved, the AutoGuard Alloy Rims and Tyre Maintenance Plan administrator team will contact you telephonically or via email and/or SMS confirming approval for repair/replacement and arrange for an appointment at the nearest approved service provider for maintenance request. The onus is on you to arrange for an alternative appointment should the original scheduled time not be possible any longer.
- Please take note that appointments will only be scheduled on weekdays between 09:00 and 16:00, excluding public holidays.
- You must complete a quality acceptance form on completion of the repair/replacement.

Our AutoGuard team will direct you to the nearest approved service provider. If you are outside of the geographical location of one of our approved service providers, arrangements can be made to use an alternative service provider (only in exceptional circumstances) in which case three quotes from different service providers in your area would be required to confirm order. These service providers should be registered and listed entities. Any amount exceeding the approved amount as set by your maintenance limit will be for your own account.

**Note: You will be responsible to pay for replacement or any repairs that fall outside of the scope of this agreement. AutoGuard Alloy Rims and Tyre Maintenance Plan is not an insurance product, but a redeemable plan on provision of a valid agreement number**



# AUTO GUARD

*SECURING YOUR JOURNEY*



Tel: +264 83 722 0900

[info@autoguard.com.na](mailto:info@autoguard.com.na)

[www.autoguard.com.na](http://www.autoguard.com.na)

Unit 2, Sonneneck, Moses  
Garoeb Str, Swakopmund