

Tyre Insurance

Legal Rights

This insurance is in addition to **Your** legal rights and is not to be substituted for the supplier's liability if the **Vehicle** or its **Tyre(s)** are found to be unfit for the purpose for which they were intended, or is not as described or is not of satisfactory quality.

Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this insurance and will appear with a capital letter and in bold.

1 We/Us/Our means Motors Insurance Company Limited ('the Insurer'), Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG

2 You/Your/Yourself means the policyholder named in the Validation Certificate and submitted in the proposal.

3 Tyre(s) means only the four tyres fitted to **Your Vehicle** plus the spare tyre at inception of this policy and their replacements under this policy.

4 Vehicle means only the **Vehicle** as identified in the policy schedule for private use (excluding taxis, private hire, courier services, haulage or transportation of goods and motor cycles) for use on the public highway and designed to carry no more than eight people including the driver or small commercial **vehicle** of less than 3500kg gross weight.

5 Damage means the sudden and unforeseen deflation of a **Tyre** arising from accidental damage to the **Tyre** itself, or malicious damage to the **Tyre** or valve by a third party, necessitating immediate repair or replacement before normal use can be resumed.

6 Administrator means Car Care Plan Limited ('the Administrator'), Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG. Customer Services tel no. **0844 573 8005**

7 Introducer means the party, person or company who has arranged this insurance on **Your** behalf.

8 Repairer means any full-time business providing the supply and fitting of car Tyres.

9 Proposal/Policy Schedule means any signed proposal and declaration together with any additional information **You** may have supplied to **us** in support of **Your** application for insurance.

10 Period of Insurance means the dates shown in the **Validation Certificate**.

11 Claim Limit is the maximum amount that can be claimed per **Tyre** for any one event during the **Period of Insurance** excluding the first £10.00 of any **Repair or Replacement Cost**.

12 Sum Insured is the maximum amount that can be claimed in total during the **Period of Insurance**.

13 Wear and Tear means damage to **Tyre(s)** which have reached the end of their normal effective working life because of age and/or usage or where the **Tyre** tread depth is less than 2mm across the full legal width of the **Tyre**.

14 Servicing Handbook means the handbook which was issued with the **Vehicle** when new by the manufacturer and which details the servicing and maintenance requirements of the **Vehicle**.

15 Geographical Limits means the area in which this policy is effective and are Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

16 Claims Office means the office which deals with claims matters arising from this policy.

17 Repair Cost means the reasonable cost of repair materials, including the cost of a new valve if necessary and the reasonable labour cost of repairing, fitting and balancing of the repaired **Tyre**.

18 Replacement Cost means the reasonable cost of a like for like **Tyre** of similar make, quality, wear and condition as the **Damaged Tyre**, including the cost of a new valve if necessary; and the reasonable labour cost of fitting and balancing of the new **Tyre**.

Terms and Conditions

Please see Your Validation Certificate for details of **Your Claim Limit**.

What is Not Covered

1 Wear and Tear generally, including any unevenly worn **Tyres** caused by defective steering geometry outside manufacturer's recommended limits or wheel balance, failure of a suspension component or shock absorber or which in the opinion of a qualified engineer was caused wholly or partly from a lack of maintenance e.g. incorrect **Tyre** pressure or where the **Tyre** tread depth is less than 2mm across the full legal width of the **Tyre**.

2 The first £10.00 of any **Tyre Repair** or **Replacement Cost**.

3 More than five **Tyre** claims in the **Period of Insurance**.

4 Tyres fitted to Vehicles

4.1 which have been modified in any way from the manufacturer's specification, or

4.2 are owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing motor vehicles, or

4.3 used for competition, racing, pace making, hire or reward, off road use (including all Quad Bikes), driving school, transportation of goods, delivery courier, or designed to carry more than eight people including the driver, or

4.4 over 3500kg gross weight.

5 Any Damage

5.1 where the fault or **Damage** occurred before the inception of this insurance, or incurred due to the **Vehicle** being driven following the initial failure.

5.2 caused by fire, any road traffic accident, or where the **Vehicle** is a total loss.

5.3 where damage is caused to any other part of the **Vehicle** by the same incident which is part of a road traffic accident or road risk insurance claim.

5.4 loss of whatsoever nature arising directly or indirectly, in whole or in part, due to any act or omission which is wilful, unlawful or negligent on **Your** part.

5.5 Any malicious damage claim which is not accompanied by a valid and substantiated crime reference number.



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5.6 Caused by incorrect wheel alignment.

6 Theft of the Tyre(s).

7 Any claim where at the time of **Damage** the **Tyre** tread depth is less than 2mm across the full legal width of the **Tyre**.

8 **Manufacturing defects** or faults including manufacturer's recall.

9 **Tyre(s)** which are not 'E' marked and any claim where there has been an attempt to remove the serial number or other identifying marks from the **Tyre(s)**.

10 **VAT** where **You** are VAT registered.

11 Any costs incurred in excess of or outside the liability under this insurance including any form of consequential loss, depreciation or diminution in value.

12 Faults in workmanship or materials, or any consequential loss in repairs paid for by **Us** on **Your** behalf. It is **Your** responsibility to meet any Repairer charges in excess of, or rejected as not being **Our** liability.

General Conditions

You must comply with the following conditions to have the full protection of **Your** policy. If **You** do not comply with them **We** may at **Our** option: cancel the policy, refuse to deal with **Your** claim or reduce the amount of any claim payment.

1 Duty of Care

You must not continue to drive the **Vehicle** after any **Damage** or incident if this could cause further **Damage**.

2 Servicing requirements

You must take and cause to be taken all reasonable steps to avoid loss or damage to **Your Vehicle** and its **Tyre(s)**. As evidence of this **You** must regularly and as part of **Your Vehicle** service, check the general condition and legality of **Your Tyre(s)**. All **Tyre(s)** must have a minimum of 2mm tread at all times during the **Period of Insurance**.

3 Eligibility for cover

You can apply for cover under this policy if at inception:

- **Your Vehicle** is under seven years old
- **Your Vehicle** has covered less than 80,000 miles
- **Your Tyre(s)** do not exceed 17" or 22", dependent on the cover chosen
- All **Tyre(s)** are "E" marked and have a minimum of 2mm tread depth.

4 Fraud

You must not act in a fraudulent manner. If **You**, or anyone acting for **You**,

- make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- make a statement in support of a claim, knowing the statement to be false in any respect; or
- submit a document in support of a claim, knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or **Damage** caused by **Your** wilful act, or with **Your** connivance,

Then:

- **We** shall not pay the claim

- **We** shall not pay any other claim which has been made or will be made under the policy

- **We** may at **Our** option declare the policy void

- **We** shall be entitled to recover from **You** the amount of any claim already paid under the policy

- **We** shall not make any return of premium

- **We** may inform the police of the circumstances

5 Cancellation

We may cancel this policy by sending 14 days' notice in writing directly to **You** by recorded delivery to **Your** last known address. If there has been no claim (or claim pending) during the current **Period of Insurance** **We** will calculate the premium for the period **You** have been insured and refund any balance. If a claim has been submitted during the current **Period of Insurance** no refund will be given.

6 Cancellation Rights

You have the right to cancel **Your Tyre** Insurance within 14 days of receiving this booklet and the validation certificate that accompanies it. Should **You** wish to cancel within this period, please contact **Your** supplying dealer who will arrange the cancellation and a full refund.

7 Refunds

There is no entitlement to refund of any money paid for this **Tyre** Insurance after the initial 14 day cancellation period or if a claim has been accepted.

8 Duty of Disclosure

The policy has been issued based upon information which **You** have given to **Us** about **Yourself**, **Your Vehicle** and its **Tyre(s)**. **You** have a duty to tell **Us** immediately of any changes to this information in particular any of the following: change of address, or use of the **Vehicle** e.g. being used for private hire. Failure to do so may invalidate **Your** cover under this policy. **We** will then advise **You** of any changes in terms.

9 'E' marked Tyres

All **Tyre(s)** must be 'E' marked.

10 The Law Applicable to this Policy

You are free to choose the law applicable to this contract (or policy). **Your** policy will be governed by the law of England and Wales unless **You** and **We** have agreed otherwise.

Claims Conditions



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You must comply with the following instructions to have the full protection of **Your** policy. If **You** do not comply with them, **We** may at **Our** option cancel the policy, refuse to deal with **Your** claim, or reduce the amount of the claims payment.

1 Making a Claim

All claims **MUST** be made within three working days of the **Damage** occurring.

2 Protect Damaged Tyre(s)

In the event of **Damage** to any **Tyre(s)**, they must be removed from the **Vehicle** and repaired or replaced before the **Vehicle** is driven again.

If the **Vehicle** is recovered to a **Repairer** it must be in such a way that only road worthy **Tyre(s)** are in contact with the road i.e. by low loader or trailer where towing would be inappropriate.

3 Contact the Claims Office

Before any work is undertaken **You** are responsible for ensuring that the **Repairer** telephones the **Administrator** for authorisation. The telephone number is 0844 573 8005.

4 Retain replaced Tyres for inspection

In cases where **You** are paying the **Repairer** directly and reclaiming costs from **Us** or **We** have requested the right to inspect the **Tyre(s)** **You** must ensure that the **Damaged Tyre(s)** are retained for one calendar month to allow inspection by an **Independent Engineer**. It is **Your** responsibility to ensure that the **Damaged Tyre(s)** are available for inspection. The **Claims Office** may arrange for an inspection of the **Vehicle** or its **Tyre(s)** by an **Independent Engineer**. Any decision on liability will be withheld until this report is received.

5 Claims Procedure

A detailed claims procedure is given in this policy. **You** must follow this procedure, failure to do so may result in non-payment of **Your** claim.

6 Repair or Replacement Authorisation

Should **You** decide to give permission to the **Repairer** to commence work without an authorisation number being obtained from the **Claims Office**, **You** do so in the full knowledge that **We** reserve the right not to meet **Your** claim because **You** have denied **Us** **Our** right under this policy to inspect the **Vehicle** and its **Tyre(s)** prior to its repair.

7 Salvage

We accept no liability for the responsible disposal of **Tyre(s)**.

8 Use of Engineers

At notification of any claim **We** reserve the right to instruct an **Independent Engineer** to inspect **Your Vehicle** and its **Tyre(s)**, before authorising any claim, or inspect any **Tyre(s)** which have been removed, together with any original documentation, within one calendar month after any repair or replacement has been carried out or authorised. When this right is exercised **We** shall have no liability for any loss to **You** arising from any possible delay.

9 When You Collect Your Vehicle

After repair, check that all work has been properly completed. If **You** are aware that the repair is not satisfactory, do not sign any satisfaction note and advise the **Claims Office** as soon as possible. **Note:** We do not accept responsibility for faults in workmanship

or materials in repairs paid for by **Us** on **Your** behalf.

How to Make a Claim

If damage occurs please help the **Administrator** by reporting **Your** claim according to the following procedure.

1 Contact the Administrator

The Administrator's telephone number is 0844 573 8005

2 For Claims Authorisation

The Repairer must:

- Advise **Your** policy number and Vehicle details
- Confirm the tread depth of the

Damaged Tyre(s)

- Advise us of the cause of damage
- Provide an itemised repair/replacement cost estimate
- In the case of malicious damage, report the incident to the Police and advise **Us** of **Your** valid crime reference number. If the claim is covered by the policy, verbal authorisation will be given to carry out the repair. A Claims Authority Number will be issued with an Authorised Repair Cost which is the most **We** will pay for the repair, subject to **Your** Claim

Limit and Sum Insured. If **You** authorise a repair or replacement without obtaining a valid Claims Authorisation Number from the **Claims Office**, **You** will have to pay and recover the reasonable costs from **Us**.

3 Payment

a) Authorised Repairs

In most circumstances there will be no need for **You** to pay the Repairer, as **We** will pay them directly up to the Authorised Repair Cost. If **We** are paying the **Repairer** directly they must send to the **Claims Office** an itemised repair invoice stating the Claim Authority Number. They will be reimbursed up to the Authorised Repair Cost. **You** will be liable for any costs incurred in excess of or outside the liability of this insurance.

b) Malicious Damage, Unauthorised or Out of Hours Repairs

Occasionally **You** may require emergency assistance out of hours and will be unable to contact the **Claims Office** to provide a Claim Authority Number. Under these circumstances or where the Repairer refuses to wait for payment from **Us**, **You** will need to settle their invoice and claim reimbursement from **Us**. **You** must retain the **Damaged Tyre(s)** for one calendar month to allow inspection by an **Independent Engineer**. It is **Your** responsibility to ensure that the **Damaged Tyre(s)** are available for inspection and failure to do so may invalidate **Your** claim. Subject to the above, if **You** have paid the Repairer **We** will reimburse **You** up to a reasonable repair or replacement cost, if **You** send the Claims Office the following information

- Your policy number and **Vehicle** details
- Confirmation of the tread depth of the

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Damaged Tyre(s)

- Cause of **Damage**
- Itemised repair/replacement invoice
- Valid crime reference number in the case of malicious **Damage**
- Location of the retained **Tyre(s)** for inspection
- Your contact and payment details for reimbursement

Registration of a New Tyre

If, during the period of this policy, **You** replace one of the original **Tyres You** can register the new **Tyre** for the remaining period of this policy only. To register the new **Tyre** write to the **Administrator** stating **Your** policy number, the type of **Tyre** and the date the **Tyre** was purchased and send a cheque for £4.50 per tyre made payable to Car Care Plan.

Note: The fee of £4.50 is inclusive of VAT.

Complaints and Arbitration

In the event of a dispute occurring under this insurance, the following procedures are provided to assist you. In the first instance, any enquiries should be made to the administrator at the following address:

Car Care Plan Limited
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire BD3 7AG.

If the administrator is unable to provide a satisfactory solution, you should write to: The Risk Manager

Motors Insurance Company Limited
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire BD3 7AG.

Should you remain dissatisfied, you have the right to ask the Financial Ombudsman Service to review your case. The right to apply to the Ombudsman must be exercised within six months of the date of our decision. The contact details are as follows:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR.

Telephone: 0845 080 1800.

The above procedures are in addition to your legal rights as a consumer.

This scheme is administered by Car Care Plan Limited on Our behalf.

TYRE Helpline
0844 573 8005

Compensation Scheme

Motors Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. You can obtain more information about FSCS arrangements by telephoning them on 020 7892 7300.