

Tyre Insurance Policy Wording

Contract of Insurance

Your tyre policy has been arranged by Central Insurance Services Ltd with UK Underwriting Limited on behalf of: Fortis Insurance Limited, Registered in England No.354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA. Central Insurance Services Ltd, UK Underwriting Limited and Fortis Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Understanding Your Policy

This insurance is only valid when accompanied by a **Policy Schedule** which provides details of **Your Vehicle** and when the cover will begin and end. Please read this policy carefully and make sure **You** understand and fully comply with its terms and conditions, failure to do so may jeopardise the payment of any claim which might arise and could lead to the policy becoming void. **Your** policy and **Policy Schedule** should be kept in a safe place so **You** can read it again if **You** need to.

Please check that the information contained in the **Policy Schedule** is correct and that the policy meets **Your** requirements. If it does not, please contact the **Administrator**.

Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy and will appear with a capital letter and in bold.

Administrator/Claims Office means the office, which deals with claims arising from this policy, Direct Group Limited, Direct House, White Rose Way, Doncaster, South Yorkshire DN4 5NU telephone number 0844 412 4093. Direct Group Limited is authorised and regulated by the Financial Services Authority and acts on behalf of the **Insurer**.

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

Consequential Loss means any other costs which are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this policy.

Damage(d) 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 from a third party, necessitating immediate repair or replacement before normal use can be resumed.

'E' Marked Tyres The 'E' mark is a European recognised quality mark for tyres. All passenger car tyres sold in the EU must be stamped with the 'E' mark on their sidewall to indicate that they comply with current legislation.

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

Insured / You / Your / Yourself means the person named in the **Policy Schedule**.

Insurer / We / Us / Our – UK Underwriting Ltd on behalf of Fortis Insurance Limited

Period of Insurance means the dates shown in the **Policy Schedule**.

Policy Limit means **You** may claim for up to four **Tyre(s)** fitted to **Your Vehicle** and one spare **Tyre** during the **Period of Insurance**.

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.

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**.

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

Replacement Costs 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**.

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

Sum Insured is the maximum amount that can be claimed in total during the **Period of Insurance** for up to four **Tyre(s)** fitted to **Your Vehicle** and one spare **Tyre**.

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.

Vehicle means only the **Vehicle** as identified in the **Policy Schedule** for private and/or business use.

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

What is Covered

You are covered up to the **Claim Limit** shown on **Your Policy Schedule** for up to four **Tyre(s)** fitted to **Your Vehicle** and one spare **Tyre**, which require repair or replacement as a result of **Damage** occurring during the **Period of Insurance**, whilst **Your Vehicle** is in the **Geographical Limits**.

What is Not Covered

- 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.
- The first £10.00 of any **Tyre** repair or **Replacement Cost**.
- More than five **Tyre** claims in the **Period of Insurance**.
- Tyres** fitted to **Vehicles**
 - which have been modified in any way from the manufacturer's specification; or
 - 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
 - used for competition, racing, pace making, hire or reward, off road use (including all Quad Bikes), driving school, transportation of goods, delivery courier, public service **Vehicles** or designed to carry more than eight people including the driver; or
 - over 3,500kg gross weight; or
 - which are over 17" (435mm) in diameter.

General Exclusions

Any Damage

- Where the fault or **Damage** occurred before the inception of this insurance, or incurred due to the **Vehicle** being driven following the initial failure.
- Caused by fire, any road traffic accident, or where the **Vehicle** is a total loss.
- 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.
- 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.
- Any malicious damage claim, which is not accompanied by a valid and substantiated crime reference number
- Theft of the **Tyre(s)**
- Any claim where at the time of **Damage** the **Tyre** tread depth is less than 2mm across the full legal width of the **Tyre**.
- Manufacturing defects or faults including manufacturer's recall.
- 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)**.
- VAT where **You** are VAT registered.
- Any costs incurred in excess or outside the liability under this insurance including any form of consequential loss, depreciation or diminution in value.
- 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" (435mm) diameter
- 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. 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.

6. 'E' marked Tyres

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

7. The Law Applicable to this Policy

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **Insured's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

Claims Conditions

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 seven 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 to ensure that the **Repairer** telephones the **Administrator** for authorisation. The

telephone number is 0844 412 4093 (all calls are recorded for training, compliance and claims purposes).

4. Retain replaced Tyres for inspection

In cases where **You** are paying the **Repairer** direct 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 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 Claim Administrator

The **Administrator's** telephone number is 0844 412 4093 (calls will be recorded for training, compliance and claims purposes).

2. For Claims Authorisation

3. The Repairer must:

- Advise **Us** of **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**.

4. 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** direct they must send 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 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 / Replacement Cost**, if **You** send the **Claims Office** the following information:

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

UK Underwriting Ltd are an insurers agent and in the matters of a claim act on behalf of the **Insurer**.

Cancellation

We hope **You** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **Your** requirements, please return it to Central Insurance Services Ltd within 14 days of issue and we will refund **Your** premium. Thereafter, **You** may cancel the policy at anytime however no refund of premium will be available. The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the **Insured** at his last known address. Provided the premium has been paid in full and no claims made the **Insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the Insurance.

This policy is non-transferable.

Customer Service / Complaints

It is **Our** intention to give **You** the best possible service but if **You** do have questions or concerns about this insurance or the handling of a claim **You** should in the first instance contact:

Direct Group Limited
Direct House
4 Sidings Court
Doncaster
DN4 5NU
Telephone: 0844 412 4093 (calls will be recorded for training, compliance and claims purposes).

If **You** have questions or concerns about the sale of this insurance, please contact:

The Compliance Director
Central Insurance Services Ltd
Crown House
Prospect Road
Arnhall Business Park
Westhill
Aberdeen
AB32 6FE

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response. In the event **You** remain dissatisfied and wish to make a complaint, **You** can do so by contacting the following:

The Head of Claims
UK Underwriting Ltd
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
West Yorkshire
LS10 1RJ

If it is impossible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
South Quay Plaza

183 Marsh Wall
London E14 9SR
Telephone: 0845 080 1800

The complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

Please quote **Your** policy number in all correspondence.

Compensation Scheme

Fortis Insurance 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. This depends on the type of business and the circumstances of the claim. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

Data Protection Act 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.