

## Tyre Insurance Your Policy Terms and Conditions

### INTRODUCTION

Thank **You** for choosing Click2protect UK Limited Insurance to protect **Your Vehicle**.

It is important that **You** read this document as it contains the full terms and conditions of this insurance. Details of the cover selected will be shown in the **Schedule** issued to **You**. If **You** have not received a **Schedule** within 14 days from the date of **Your** purchase or **You** have any questions regarding the cover, please contact **Our** customer service team on 01438 870615. **We** will be happy to help.

Click2protect UK Limited's Tyre Insurance is arranged by: Click2Protect UK Limited with UK General Insurance Ltd on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Click2Protect UK Limited is authorised by the Financial Conduct Authority (FCA) ref 670499, and is registered in England and Wales, Company No 09196261, Registered Address: First Floor, 30 London Road, Sawbridgeworth, Hertfordshire CM21 9JS.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

### DEFINITIONS

**Administrator** means Click2protect UK Limited, 3<sup>rd</sup> & 4<sup>th</sup> Floors, Gainsborough House, Sheering Lower Road, Sawbridgeworth, Hertfordshire, CM21 9RG

**Approved Repairer** means a company authorised by the **Claims Administrator** to undertake repairs under section one of the policy,

**Claims Administrator** means MB&G Insurance Services Limited, 21/26 Howard House, Howard Street, North Shields, Newcastle, NE30 1AR

**Claim Limit(s)** means the maximum single claim limit as shown in the **Schedule**. The maximum amount claimable under **This Insurance** is limited to 5 **Tyres** (2 for motorcycles), during the **Period of Insurance**.

**Geographical Area** means England, Wales, Northern Ireland, Scotland, Isle of Man and the Channel Islands.

**Issue Date** will be confirmed in the **Schedule**, being the date on which **You** either concluded the contract of insurance or the day on which **You** receive the contractual terms and conditions

**Legal Limit** means the point at which the **Tyre** fails to comply with the current Road Traffic regulations.

**Mainland Europe** means Republic of Ireland, all islands of the Mediterranean (excluding Northern Cyprus) and the following countries of Mainland Europe: Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden and Switzerland. Cover does not apply to territories beyond Mainland Europe.

**Period of Insurance** means the length of time that **This Insurance** operates as shown in the Schedule.

**Policy Start Date** means the date on which **This Insurance** starts as shown in the **Schedule**.

**Schedule** means the part of **This Insurance** that contains details of **You**, **Your Vehicle**, **Tyre** type / size selected, the **Period of Insurance** and single **Claim Limit**.

**This Insurance** means the cover detailed in this policy document.

**Tyre(s)** means any of the tyres fitted to the insured **Vehicle** as per the manufacturer's specification.

**UK** means the United Kingdom, Channel Islands and Isle of Man.

**Vehicle** means the vehicle shown in the **Schedule**.

**We / Us / Our / Insurer** means UK General Insurance Limited on behalf of Ageas Insurance Ltd

**You / Your / Yourself** means the Insurance holder named in the **Schedule**.

## WHAT WE COVER

### The Insurance

Subject to the correct premium having been paid, the **Insurer** will provide cover as detailed in this document.

The purpose of **This Insurance** is to contribute towards the cost of the repair or replacement of the **Tyres** fitted to **Your Vehicle** that have sustained either accidental or malicious damage. **This Insurance** covers **Tyres**, including winter **Tyres**, fitted to the **Vehicle** provided these are in accordance with the manufacturer's original specification and within legal Limits. Cover is available for passenger cars, light 4 wheel commercials & motorhomes (under 3500 GVW) and motorcycles.

The maximum the **Insurer** will pay including VAT for any single claim will be limited to the amount shown on the **Schedule**. The maximum aggregate amount payable throughout the **Period of Insurance** is limited to 5 **Tyres** (2 for motorcycles).

### Accidental Damage

Cover is provided for the replacement or repair of damaged **Tyres** including the cost of replacement valve and wheel balancing.

### Malicious Damage

Covers the cost of repair or replacement of **Tyres** that have sustained malicious damage. To claim under this section of **This Insurance**, **You** must report the incident to the police and quote **Your** crime reference number when making **Your** claim.

### Punctures

Covers the cost of repairing punctured **Tyres** up to a maximum £50.

### Roadside Assistance

If **You** need to call out help to assist **You** in dealing with an incident covered by the above, **We** will pay up to £30 towards the cost, within the limit stated on the **Schedule**.

### European Cover

The **Geographic Area** will be extended to **Mainland Europe** for up to a maximum of 60 days in any one trip.

### Cover options available

- **Tyres** up to 18 inch
- **Tyres** over 18 inch
- Run Flat and motorcycle **Tyres**

### Compensation and costs

**This Insurance** is a contract of compensation, which means that the **Insurer's** liability is restricted to **Tyres** of the same or similar quality and type as fitted to the **Vehicle** at the **Policy Start Date**.

Not all the cost of the repair will always be covered by **This Insurance**. Additional repair costs and those not covered by **This Insurance** must be paid for by **You**.

## WHAT IS NOT COVERED

**This Insurance** will not cover:

1. Any claim occurring within 14 days from the **Policy Start Date**;
2. Damage caused by improper use of the **Vehicle**, incorrect **Tyre** pressure, wheel alignment, balance, defective steering or suspension;
3. Cosmetic damage;
4. Replacement or repair of **Tyres** required as a result of faulty manufacture or design;
5. **Tyres** that do not carry an 'E' mark;
6. **Tyres** that are below the **Legal Limit** when the incident occurs;
7. Any repairs if they are covered by any other insurance policy, warranty or guarantee;
8. Any repairs not authorised by the **Claims Administrator** prior to the repair work being carried out;
9. **Your Vehicle** if it is used as a taxi or driving tuition vehicle, it has been modified (unless **We** have agreed this before the **Policy Start Date**), if it is over 3500kg GVW or if it is used in any sort of race or other competition.

## MAKING A CLAIM

**You** must contact the **Claims Administrator** by telephoning 0191 258 8151 to proceed with a **Claim** under the policy, **you** will be required to provide the following information:

- (a) Advise **Us** of **Your** policy number and **Vehicle** details;
- (b) A daytime contact telephone number;
- (c) Advise us of the cause of **Damage**.

Depending on the nature of **Your Claim We** may ask **You** to provide the following additional information:

- (a) Confirmation of the tread depth of the **Damaged Tyre(s)**;
- (b) Itemised **Repair/Replacement Costs**;
- (c) Valid crime reference number in the case of malicious **Damage**;
- (d) Location of the retained **Tyre(s)** for inspection;
- (e) **Your** contact and payment details for reimbursement.

The **Approved Repairer's** invoice must clearly state who payment should be made payable to, **You** will be liable for any costs incurred in excess or outside the liability of this insurance.

### 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 Administrator** to obtain 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 Administrator** the information as detailed above under "How to Claim".

### Important

If the claim is covered by the policy, verbal authorisation will be given including a claim authority number to carry out the repair detailing the authorised repair and / or **Replacement Cost(s)** which is the most **We** will pay. If **You** authorise a repair or replacement without obtaining a valid claim authorisation number from the claims **Administrator**, **You** will have to pay and recover any costs payable under this policy from **Us**.

### Important telephone numbers:

Policy Administrators - 01438 870615  
Claims Helpline – 0191 258 8151

To make sure that **You** receive the highest levels of service telephone calls to the **Administrator** and **Claims Administrator** may be recorded.

## GENERAL CONDITIONS

By taking out **This Insurance**, **You** agree to comply with the following conditions. If **You** do not comply with them, **We** may choose to cancel **This Insurance**, refuse to deal with **Your** claim, or reduce the amount of **Your** claim.

1. If **You**, or anyone acting on **Your** behalf or with **Your** knowledge or consent, has used any fraudulent means, including inflating or exaggerating costs or submitting falsified documents, **We** will not pay that or any other claim. **We** will also take any necessary action to recover any previous paid claims, declare **This Insurance** void and may take legal action and notify the Vehicle Inspectorate Executive Agency. **We** will not refund any premium.
2. The benefits of **This Insurance** may not be assigned to a third party or another **Vehicle**. If **You** sell and/or transfer **Your Vehicle** to another person, motor dealer or trader during the **Period of Insurance**, all cover will expire upon such sale/transfer and no premium will be refundable.
3. **This Insurance** does not cover the cost of resultant loss or damage, third party claims, bodily injury or the cost of **Tyre** repair or replacement covered by any other insurance or warranty.
4. The Terms and Conditions and all other information concerning **This Insurance** are supplied in the English Language and the **Insurer** undertakes to communicate in this language for the duration of **This Insurance**. Any person or company who is not party to this contract does not have any rights they can enforce under this contract by virtue of the Contracts (Rights of Third Parties) Act 1999 except those they have by law.

## COOLING OFF PERIOD AND CANCELLATIONS

If **You** decide that, for any reason, this policy does not meet **Your** insurance needs then please return it to Click2protect UK Limited within 30 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full.

If **You** wish to cancel **Your** Policy after 30 days, **You** will be entitled to a pro-rata return of premium, less a £35 cancellation fee. On the condition that no claims have been made or are pending

The **Insurer** may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. A Valid reason is

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full, **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

## POLICY TRANSFER

In the event that **You** change **Your Vehicle** during the **Period of Insurance**, on the condition that no claims have been made or are pending, **You** may apply to the **Administrator** to receive a pro rata credit of the premium paid for each complete unexpired months cover where **You** purchase a new replacement Tyre Insurance policy from Click2protect UK Limited and subject to the eligibility requirements and Terms and Conditions of this policy. The cancellation fee will not apply when the pro-rata credit is applied to a new policy.

## OUR PROMISE OF SERVICE

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

Regarding the sale of the policy please contact the **Administrator**:

The Managing Director  
Click2protect UK Limited  
3rd and 4th Floors  
Gainsborough House  
Sheering Lower Road  
Sawbridgeworth  
Hertfordshire, CM21 9RG.

Tel: 01438 870615

If **Your** complaint is regarding the handling of a claim, please contact the **Claims Administrator**:

MB&G Insurance Services Limited  
21/26 Howard House  
Howard Street  
North Shields  
Tyne & Wear, NE30 1AR

Tel: 0191 258 8151

If **Your** complaint about **Your** policy cannot be resolved by the end of the next working day, the **Administrator** will pass it to:

The Customer Relations Manager  
UK General Insurance limited  
Cast House, Old Mill Business Park  
Gibraltar Island Road  
Leeds, LS10 1RJ

Tel: 0845 218 2685

Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

In all correspondence please state **Your** policy number and quote scheme ref 06017A

If it is not possible 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 and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Tel: 800 023 4 567.

The above 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.

#### COMPENSATION SCHEME

Ageas 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. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

#### GOVERNING LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.

#### 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. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

**We** may respond to enquiries by the police concerning **Your** policy in the normal course of their investigations. Where it is necessary to administer **Your** policy effectively, or to protect **Your** interests, **We** may disclose the data **You** have supplied to other third parties such as motor garages, engineers, repairers, other insurers etc.

To help **Us** improve **Our** Service, **We** may record or monitor telephone calls

#### FRAUD

The **Insurer** will void this policy in its entirety from the date of loss or alleged loss and no cover provided will apply if:-

1. A claim made by **You** or anyone acting on **Your** behalf to obtain any benefit is fraudulent or intentionally exaggerated; Or
2. A false declaration or statement is made in support of a claim under this policy.

#### CONSUMER INSURANCE ACT

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care of to take care to:

1. Supply accurate and complete answers to all the questions **We** or the **Administrator** may ask as part of **Your** application for cover under the policy;
2. Make sure that all information supplied as part of **Your** application for cover is true and correct.
3. Tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirements of the Act detailed above may mean that **Your** policy is invalid and that it does not operate in the event of a claim.