

Tyre Insurance



This policy is underwritten by Red Sands Insurance Company (Europe) Limited. Registered Office: Red Sands Insurance Company (Europe) Limited, Suite 913b, Europort, Gibraltar.

UNDERSTANDING YOUR POLICY

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. Please ensure **You** keep it in a safe place so **You** can read it again if **You** need to.

The Policy

We will provide the insurance as stated in this policy. **Your** policy schedule, which includes the signed declaration and the undertaking to pay the premium, is the basis of the contract and forms part of the policy. The policy contains details of the insurance cover **You** have bought, what is excluded from the cover and the conditions of this insurance. This insurance is designed to pay for the **Repair Costs**, or at **Our** option, the **Replacement Costs**, incurred as a result of **Damage** as defined in this policy.

Contract of insurance

This policy is evidence of a contract of insurance.

This policy will only become effective when **We** have received payment in full and received and accepted **Your Proposal**

This policy is not transferable.

The Policy Schedule

This must be kept with the policy, and contains **Your** details, details of the **Vehicle**, its **Tyre(s)** and the **Period of Insurance**. Please check that the information contained in the policy schedule is correct and that it meets **Your** requirements. If it does not, please contact the **Introducer** who arranged this insurance for **You** or the **Administrator**.

"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. If **You** are in doubt, any supplier of **Tyres** should be able to help.

Legal Rights

This insurance is in addition to **Your** legal rights and is not to be substituted for the suppliers 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 Red Sands Insurance Company (Europe) Limited. Registered in Gibraltar number 87598. Registered Office: Suite 913b, Europort, Gibraltar.
- 2) **You/Your/Yourself** means the policyholder named in the policy schedule.
- 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 from a third party, necessitating immediate repair or replacement before normal Use can be resumed.

- 6) **Administrator** means AutoProtect (MBI) Limited, Cambridge House, Cambridge Road, Harlow CM20 2EQ. Customer Services Tel No. **0870 766 6667**.
- 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** 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 policy schedule.
- 11) **Claim Limit** is the maximum amount that can be claimed per **Tyre** for any one event during the **Period of Insurance**.
- 12) **Sum Insured** is the maximum amount that can be claimed in total during the **Period of Insurance**.
- 13) **Indemnity and Indemnified** means that if **We** pay to have the **Tyre(s)** on **Your Vehicle** replaced resulting in **Your Tyre(s)** being in a better condition than they Were before the **Damage**, **You** may be required to pay a contribution towards the costs.
- 14) **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.
- 15) **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**.
- 16) **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.
- 17) **Claims Office** means the office which deals with claims matters arising from this policy and the address and telephone number are detailed in the policy schedule.
- 18) **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**.
- 19) **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**.

WHAT IS COVERED

You are **Indemnified** against costs up to the limit of the **Sum Insured**, in respect of a maximum of four **Tyres** 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**.

POLICY LIMITS

Please see **Your** policy schedule 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.
- 2) More than five **Tyre** claims in the **Period of Insurance**.
- 3) The first £10.00 of any **Tyre Replacement** or **Repair cost**
- 4) Tyres fitted to **Vehicles**

- a) which have been modified in any way from the manufacturer's specification, or
 - b) 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
 - c) 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 8 people including the driver, or
 - d) over 3500kg gross Weight.
- 5) **Any Damage**
 - a) where the fault or **Damage** occurred before the inception of this insurance, or occurred due to the **Vehicle** being driven following the initial failure, or
 - b) caused by fire, any road traffic accident, or where the **Vehicle** is a total loss, or
 - c) where damage is caused to any other part of the **Vehicle** by the same incident
 - d) 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 or
 - e) Any malicious damage claim which is not accompanied by a valid and substantiated crime reference number.
 - 6) Theft of the **Tyre(s)**.
 - 7) Any claim where at the time of **Damage** the **Tyre** read depth is less than 2mm across a quarter 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 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 over a quarter width of the **Tyre** 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 7 years old
- **Your Vehicle** has covered less than 80,000 miles
- **Your Tyre(s)** do not exceed 17" (425mm) width
- All **Tyre(s)** are "E" marked and have a minimum of 2mm tread depth over a quarter width of the **Tyre**

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 direct 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. **You** may cancel this policy by sending 14 days' notice in writing to the **Administrator** by recorded delivery. If **You** cancel this policy there is no refund.

6) 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.

7) "E" marked Tyres

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

8) 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

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 to ensure that the **Repairer** telephones the **Claims Office** for authorisation. The claim notification telephone number is 0870 766 2786.

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 it's **Tyre(s)** by an Independent Engineer. The **Claims Office** may request digital images of the damaged tyre. 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) Contribution & Indemnity

This policy is one of **Indemnity**. In certain circumstances replacement **Tyre(s)** are fitted to replace **Tyre(s)** which have suffered **Damage**. If this results in **Your Vehicle** being in a better condition than it was before the **Damage**, **You** may be required to pay a contribution towards the cost of the repairs. **We** reserve the right to specify the Use of like for like replacement **Tyres** with regard to the Wear and general condition of **Your Tyre(s)** before the **Damage**.

9) 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.

10) 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 **Claims Office** by reporting **Your** claim according to the following procedure.

1) Contact the **Claims Office**

The claim notification telephone number is 0870 766 2786

2) For Claims Authorisation

The **Repairer** must:

- Advise **Your** policy number & **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

- i) 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

- i) 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 & **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

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 made payable to AutoProtect.

Note: The fee of £4.50 is inclusive of insurance premium Tax and VAT.