

TYRE PROTECTION

This policy is a contract between you and the **Insurer**, Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA (registered no. 96218), which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK

business. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company Limited on request.

1. ABOUT YOUR TYRE PROTECTION

Tyre insurance provides repairs or replacement to **Tyre(s)** for unavoidable **Accidental** or **Malicious Damage** without affecting **Your** motor insurance throughout the **Period of Cover**.

The **Schedule** is subject to the terms of this document and it shows the **Vehicle** that is covered by this Complete Wheel insurance.

You should read **Your Schedule** and this document together.

We have listed words with special meanings in **Definitions** below. These words are printed in bold whenever they appear in this document.

We have listed the **Exclusions** that apply to **Your** Tyre insurance below.

Please read this document carefully as **Your** failure to comply with any of its terms may render **Your** Tyre insurance invalid and could jeopardise the payment of any claim which might arise.

This document tells **You** what is covered, how Spectrum Insurance Services Limited will administer claims and other important information.

This Tyre Insurance is underwritten by Acasta European Insurance Company Limited

CONSUMER INSURANCE (Disclosure and Representations) Act 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to:

I. 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;

II. To make sure that all information supplied as part of **Your** application for cover is true and correct;

III. Tell **Us** of any changes to the answers **You** have given as soon as possible.

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

2. ELIGIBILITY

2.1 You are eligible for this insurance cover if at the **start date** of the **period of insurance**:

- (a) **you** are resident in England, Scotland, Northern Ireland or Wales and remain so throughout the **period of insurance**;
- (b) **you** have paid or agreed to pay the **premium** and agreed to comply with the terms and conditions of this **policy**; and
- (c) **your vehicle** is not an excluded vehicle.
- (d) **Your Vehicle** is not subject to a contract hire or lease agreement with an annual mileage allowance of more than 20,000.

- (a) **you** are permanently situated, and in the case of a limited company, registered in England, Scotland, Northern Ireland or Wales and remain so throughout the **period of insurance**;
- (b) **you** have paid or agreed to pay the **premium** and agreed to comply with the terms and conditions of this **policy**; and
- (c) **your vehicle** is not an excluded vehicle.
- (d) **Your Vehicle** is not subject to a contract hire or lease agreement with an annual mileage allowance of more than 20,000.

2.2 You are eligible for this insurance cover if **you** are a partnership, limited company or other legal entity if:

3. DEFINITIONS

The following words will have the following meanings when they appear in bold print in this document.

"administrator" means Spectrum Insurance Services Limited who will provide administrative services on **our** behalf. Spectrum Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference

Number 309230). This information can be checked by visiting the Financial Conduct Authority's website. Spectrum Insurance Services Limited is registered in England: under company number 05129413;

"accidental damage" means a sudden and unforeseen event that caused **damage** to the **tyre(s)**;

3. DEFINITIONS (CONT.)

“**application**” means any written or verbal declaration together with any additional information **you** may have supplied to **us** in support of **your application** for this insurance cover;

“**associates**” means **our** subsidiary, parent and or associated companies;

“**call out charge**” means a non-refundable call out fee, as specified on the schedule, that is payable for the **repairer** to attend the **vehicle** to assess the **damage**.

“**claim limit**” means the maximum amount that this insurance cover will pay for any one claim and all claims in total during the **period of insurance** as shown on **your schedule**. The first 12 month period begins on the inception date of the period of cover and each consecutive 12 month period on its anniversary date. You cannot carry over unused claims to a following year. These amounts are inclusive of VAT. If **you** are registered for VAT then **we** will not pay the VAT element of any claim under this insurance cover;

“**damage**” means arising from **accidental damage**, or **malicious damage** by a third party, necessitating **repair** or replacement;

“**E’ mark**” means 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;

“**end date**” means the date: **your** insurance cover ends as shown in **your schedule**; **you** sell or transfer the **vehicle** to a new owner; **you** or anyone representing **you** attempts to defraud or deliberately mislead the **administrator** or **us**; the maximum number of **claims** under the **policy** has been reached;

“**excess**” means the amount shown on the **schedule** that **you** will have to pay towards any claim;

“**geographical limits**” means the area in which this insurance cover is effective being Great Britain, Northern Ireland, and Wales, the Isle of Man and the Channel Islands;

“**malicious damage**” means the deliberate and intentional damaging of **tyre(s)** by a third party;

“**period of cover**” the period as noted on **your schedule** for which **we** have agreed to provide tyre insurance in accordance with this document;

“**policy**”/“**policy Certificate**”/ means this document;

“**premium**” means the amount that **you** have agreed to pay **us** in respect of this insurance cover in accordance with the terms of this **policy**;

“**repair(s)**” means work completed by the **repairer** to the **Tyre(s)**;

“**repair cost**” means the reasonable cost of **repair** materials and labour, including in the case of **tyre(s)** the cost of a new valve if necessary and fitting and balancing;

“**repairer**” means a company authorised by the **administrator** to undertake **repairs**;

“**replacement cost**” means the reasonable cost of a like for like **tyre** of similar make and quality of the damaged **tyre**, including the cost of a new valve if necessary; and the reasonable labour cost of fitting and balancing of the new;

“**schedule**” means the document that includes **your** details, **your vehicle** details, the **period of insurance** and the **claim limit(s)**;

“**start date**” means the date on which this insurance cover starts as shown in **your schedule**;

“**territorial Limits**” means the area in which this insurance cover is effective being UK Mainland and Northern Ireland only.

“**total loss**” means where **you** have claimed under **your** motor insurance policy and the claim has been settled, with the **vehicle** salvage forfeited and a **total loss** payment made in full and final settlement;

“**tyre(s)**” means the four **tyres** fitted to **your vehicle** plus the spare **tyre** at the **start date** and any replacements of these **tyres** during the **period of insurance**. Run Flat **tyres** are covered provided they are noted on **your schedule**;

“**vehicle**” means only the **vehicle** as identified in the **schedule** owned for private use on the public highway, designed to carry no more than eight people including the driver or small commercial vehicle of less than 3,500kg gross weight and being less than 10 years old and having travelled less than 100,000 miles at the **start date**. The following types of vehicles are also excluded: motor cycles, scooters, three wheeled vehicles, kit-cars, quad bikes, caravans or motor homes, trailers, boats, vehicles used for hire or reward (for example taxis, self-drive hire or driving schools), delivery courier or a vehicle used in any sort of rally, speed testing, 4x4 off-roading, racing or any kind of competition or trial or any purpose in connection with the motor trade.

“**wear and tear – tyre(s)**” means when the **tyre** has reached the end of its normal effective working life because of age, usage, defective steering, geometry outside manufacturer’s recommended limits, tyre imbalance or 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**;

“**we**” / “**us**” / “**our**” The insurer, Acasta European Insurance Company Limited.

“**you**” / “**your**” means the person named in the **schedule**;

4. WHAT YOU ARE COVERED FOR

Subject to the correct **premium** having been paid, **we** will provide the insurance cover detailed in this **policy**.

This insurance cover will contribute towards the cost of the **repair** or replacement of the **tyres** fitted to **your vehicle** that have sustained either **accidental damage** or **malicious damage**. This insurance cover covers **tyres**, including winter **tyres**, fitted to the **vehicle** provided these are in accordance with the manufacturer's specification and within legal limits. Run Flat **tyres** are covered provided they are noted on **your schedule**;

The maximum **we** will pay including VAT for any single claim will be limited to the amount shown on **your schedule**.

The maximum aggregate amount **we** will pay including VAT throughout the **period of insurance** will be limited to the amount shown on **your schedule**.

The maximum number of claims **you** may make during the **period of insurance** is shown on your Policy Schedule.

Malicious Damage

To claim for **malicious damage you** must report the incident to the police, and quote **your** crime reference number on **your** claim form.

Punctures

The cost of repairing punctured **tyres** is covered up to a maximum £50.00 including VAT.

Recovery

Should **your vehicle** need recovering as part of a valid claim **you** can claim up to £35.00 including VAT towards recovery costs.

5. WHAT YOU ARE NOT COVERED FOR

You are not covered for:

- the **excess**;
- **wear and tear – tyres**;
- **damage** caused by improper use of the **vehicle**, incorrect tyre pressure, wheel alignment;
- tyre imbalance, defective steering or suspension;
- replacement or **repair** of **tyre(s)** as a result of faulty manufacture or design;
- **tyre(s)** that do not carry an 'E' mark;
- theft of **your tyre(s)**;
- any **damage** covered by any other insurance policy, warranty or guarantee;
- any **repairs** not authorised by **us** prior to the **repair** being carried out;
- any costs other than those specifically agreed and authorised by the **administrator**; or
- any costs involved in the disposal of **tyre(s)**.

6. EXCLUSIONS

You will not be compensated for:

6.1 Damage:

6.1.1 that cannot be defined as **Accidental or Malicious Damage**;

6.1.2 that occurs before the **Start Date**;

6.1.3 caused by **Wear & Tear**;

6.1.4 caused by faulty manufacture or design of **Your Tyre(s)**;

6.1.5 caused by a road traffic accident or where **Your Vehicle** is a total write off;

6.1.6 caused by improper use of **Your Vehicle**, incorrect tyre pressure or wheel miss-alignment;

or 6.1.7 to **Tyre(s)** that do not carry an 'E' mark;

6.2 Claims in excess of the **Claims Limit**;

6.3 The **Excess** of £10 per repair unless **You** have paid a **Call Out Charge**;

6.4 Any liability to any other party;

6.5. Damage caused by collision with a 3rd party which is covered by their motor insurance policy.

6.6 Any other costs that are indirectly caused by the **Incident** unless specifically stated as covered in this document;

6.7 The theft of **Tyre(s)**;

6.8 **Accidental or Malicious Damage** covered by another insurance policy, warranty or guarantee;

6.9 Any repair work carried out without prior authorisation being given by the **Administrator** or **Us**;

6.10 **Accidental or Malicious Damage** caused outside the **Territorial Limits** or repairs required outside the United Kingdom mainland, Jersey or Guernsey;

6.11 Any consequence of war, invasion, terrorism, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

6.11 Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

6.12 **Accidental or Malicious Damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds; or

6.13 **Accidental or Malicious Damage** reported more than thirty (30) days after the **Incident**.

7. GENERAL CONDITIONS

You must fulfil certain obligations in order to ensure that **Your** Tyre insurance remains valid:

- 7.1. **You** must report **Your** claim within thirty (30) days of the **Incident**;
- 7.2. **You** must use all reasonable care to maintain **Your Vehicle** in an efficient and roadworthy condition and take all reasonable precautions to prevent or minimise loss or damage;
- 7.3. **You** must give **Us** true and complete information;
- 7.4. **You** must comply with **Our** reasonable requests;
- 7.5. **You** must follow the prescribed claims procedure as explained in this Certificate or by the **Administrator**;
- 7.6. **You** must inform **Us**, via the **Administrator**, if any of the details in **Your Schedule** are incorrect or need updating;
- 7.7 **You** must tell **Us** about anything that **You** have not yet disclosed but which may affect **Our** decision in accepting **Your** Tyre insurance; and
- 7.8 **You** must tell **Us**, via the **Administrator**, about any changes which may be important for **Us** to continue providing **Your** Tyre insurance.

Please note that **We** reserve the right to charge an administration fee for any changes to **Your** Certificate. This will be communicated to **You** by the **Administrator** at the time such changes are made.

7.9 If any claim or statement made by **You** is in any respect deliberately or recklessly overstated, false or fraudulent, **We** may have the right to refuse any claim on this policy or to avoid this insurance in its entirety.

7.10 The **Insurer** reserves the right to take legal proceedings in **Your** name, at their own expense and for their own benefit, to recover any costs or damages they have paid out under this insurance to anyone else. If **You** recover any costs or damages previously paid under this insurance from any other party, such costs or damages must be immediately repaid to **Us**.

7.11 If any dispute between **You** and **Us** arises from this policy, **You** can make a complaint to **Us** as described on the back page of this policy and **We** will try to resolve the matter. If **We** are unable to satisfy **Your** concerns **You** can ask the Financial Ombudsman Service to arbitrate over the complaint.

7.12 This insurance is between and binding upon the **Insurer** and **You** and their/**Your** respective successors in title, but this insurance may not otherwise be assigned by **You** without the **Insurer's** prior written consent.

7.13 If the **Insurer** or **You** fails to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not

be deemed to be a waiver of such right, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

7.14 This insurance is governed by English law.

7.15 Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999. This Condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

7.16 **Cyber Loss Absolute Exclusion Clause** **Exclusion**

1. Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.

2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

- 2.1 the use or operation of any Computer System or Computer Network;
- 2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
- 2.3 access to, processing, transmission, storage or use of any Data;
- 2.4 inability to access, process, transmit, store or use any Data;
- 2.5 any threat of or any hoax relating to 2.1 to 2.4 above;
- 2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data.

3. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

4. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

5. Data means information used, accessed, processed, transmitted or stored by a Computer System.

8. CANCELLATION AND COOLING OFF PERIOD

8.1 **We** trust that **You** will be happy with **Your** Tyre insurance. However, **You** have the right to cancel it within fourteen (14) days of receiving the Certificate without giving any reason. If **You** do so **We** will refund **Your** payment in full less the cost of any repairs undertaken.

In the event that **You** wish to cancel **Your** Tyre insurance within the fourteen (14) day period please contact **Your** supplying dealer who will arrange for the refund.

8.2 If **you** cancel after the first fourteen (14) days of receipt of **your Policy**, **you** are entitled to a pro rata refund provided that **you** have not made any claims. An administration fee of £35 applies.

8.3 **We** reserve the right to cancel **Your** Complete Wheel

insurance in the event **You** do not pay the premium.

8.4 **We** reserve the right to cancel **Your** Tyre insurance by giving **You** thirty (30) days notice at any stage during the **Period of Cover**. In this event **We** will refund **You** for the unexpired portion of **Your** premium.

8.5 **We** may cancel this insurance if in **Our** opinion **You** have at any time:

8.5.1 given **Us** false or incomplete information

8.5.2 agreed to help anyone try to take money from **Us** dishonestly, or failed to meet the terms and conditions of this insurance or

8.5.3 failed to act honestly towards **Us**.

9. AUTOMATIC TERMINATION

Your Tyre insurance will automatically terminate on the earliest date one of the following events happen:

9.1 **You** dispose of, or transfer ownership of **Your Vehicle** to another party, and **You** do not inform **Us**; or

9.2 **You** dispose of, or transfer ownership of **Your Vehicle** to a garage, motor trader, auctioneers or similar company; or

9.3 **Your** policy expires as per **Your Schedule**;

9.4 **You** cease to be resident in the United Kingdom or the Channel Islands; or

9.5 The number of claims **You** have made reaches the **Claims Limit**.

10. HOW TO MAKE A CLAIM

10.1 When **You** become aware of any damage that could lead to a claim **You** must call the **Administrator** on 0114 321 9878 within thirty (30) days of the **Incident**. **You** must comply with the claims procedure as explained in this document and by the **Administrator**.

10.2 In order to authorise a claim the **Administrator** will require:

10.2.1 **Your** personal and **Vehicle** details;

10.2.2 full details of the damage; and

10.2.3 confirmation that the damage falls within the definition of **Accidental** or **Malicious Damage**.

10.3 **You** may be requested to provide the **Administrator** with a digital photo of the damage and documentation to support **Your** claim. **Your** photos can be emailed to claims@spectruminsurance.co.uk

10.4 The **Administrator** has a nationwide network of nominated repairers who are familiar with our claims and billing procedures. The **Administrator** shall recommend these repairers wherever possible. If a suitable approved repairer cannot be located the **Administrator** will agree a suitable alternative with you. Costs accepted for repairs in these circumstances will be no more than those charged by our repairers.

10.5 If a repair involves a call out **You** will have to pay the **Call Out Charge**. If **You** pay a **Call Out Charge** the **Excess** for that repair will be waived.

10.6 If the **Repairer** repairs more than one case of **Accidental** or **Malicious Damage** during a call out **You** must pay the **Excess** for each additional repair.

10.7 If **Your Vehicle** is not available for inspection at the time arranged with the **Repairer** an additional **Call Out Charge** will be payable for any subsequent appointment.

10.8 Upon receipt of the information requested in 9.2 and 9.3 the **Administrator** will review **Your** claim. If **Your** claim is

covered by this policy the **Administrator** will authorise **Your** claim. Only **We** or the **Administrator** are mandated to authorise or reject claims.

In some cases it may be necessary to send an independent consulting engineer to inspect your vehicle and the wheels that are damaged, before we can authorise a repair or replacement. We will make every effort to ensure this happens with the least delay and inconvenience to you, however we will not be liable for any losses you incur through any delay caused.

10.9 **You** must allow the **Administrator** or **Us** (or **Our** authorised **Repairer**) access to inspect **Your Vehicle** if it is the subject of a claim.

10.10 If **You** are not satisfied that the repair has been properly completed do not sign the release form and contact the **Administrator** immediately.

10.11 **We** reserve the right to settle **Your** claim in cash in lieu of arranging a repair of **Your Tyre(s)**.

Emergency Tyre Repairs

In the event **You** must repair or replace **Your Tyre(s)** in an emergency **You** must retain the damaged **Tyre(s)** and receipts for the **Administrator's** inspection.

Tyre insurance does not cover **You** for any other costs **You** incur whilst **Your Tyre(s)** are being repaired, or as a result of **Your Tyre(s)** being removed from **Your Vehicle**.

11. ENQUIRIES OR COMPLAINTS

We always aim to provide a first class standard of service. However, if **You** are dissatisfied **You** should in the first instance address **Your** enquiry to the **Administrator** quoting **Your** policy number. Telephone: 01143 219680.

email: customerservices@spectrumcover.co.uk.

The **Administrator** will acknowledge **Your** complaint within 5 business days of receiving it and it will do its best to resolve the matter within 2 weeks.

If **You** are still not satisfied, **You** can contact the Insurance Division of the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

You can also contact the Financial Ombudsman Service on 0800 023 4567. Website: www.financial-ombudsman.org.uk

(Using this service does not affect **Your** right to take legal action.)

12. TRANSFERRING YOUR COVER

To a New Owner:

If **You** sell **Your Vehicle** during the **Period of Cover**, **You** may transfer the benefits of this **S.C.I** to the new owner of **Your Vehicle**, provided that **You** sell **Your Vehicle** privately and not through a garage, motor trader, auctioneers or similar company.

The transfer will be subject to a £35 administration fee. The transfer will be subject to the **Administrator's** approval and the fee will be returned in the event of non-acceptance.

To a New Vehicle:

If **You** sell **Your Vehicle**, **You** may transfer the remaining

cover to the eligible replacement Vehicle, subject to **Our** agreement.

The first transfer is free of charge, subsequent transfers will be subject to a transfer fee of £35. Proof that the vehicle is free from damage may be required prior to acceptance of any transfer. If the new vehicle does not meet the eligibility requirements of this insurance, the transfer will be declined and any transfer fee paid will be refunded.

All transfer requests must be made within 30 days of the date of sale of your vehicle.

13. DATA PROTECTION ACT

Any personal information provided by **You** may be held by the insurer in relation to **Your** insurance cover. It may be used by **Our** relevant staff in making a decision concerning **Your** insurance and for the purpose of servicing **Your** cover and administering claims. Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **You** from credit reference agencies, fraud prevention agencies and others to check **Your** credit status and identity. The agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries. **We** will check **Your** details with fraud prevention agencies. If **You** provide false or inaccurate information and **We** suspect fraud, **We** will record this.

We and other organisations may use these records to:

- a. Help make decisions on insurance proposals and insurance

claims, for **You** and members of **Your** household

- b. Trace debtors, recover debt, prevent fraud, and manage **Your** insurance policies
- c. Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with satisfactory proof of identity.

This may involve the transfer of **Your** information to countries which do not have Data Protection laws.

Under Data Protection legislation, **You** can ask **Us** in writing for a copy of certain personal records held about **You**. A charge will be made for this service.

14. COMPENSATION SCHEME

The **Insurer** is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme").

If the **Insurer** is unable to meet their obligations under this insurance, **You** may be entitled to compensation from the Compensation Scheme.