

## TYRE & ALLOY INSURANCE POLICY

# WHAT IS COVERED

## Part 1 - Tyre/s

If during the **Period of Insurance Damage** occurs within the Geographical Area to a Tyre/s fitted to the **Vehicle**, **We** will cover the **Cost Of Repair/s** or **Replacement** of the Tyre/s by an **Approved Repairer**, up to the **Maximum Amount** and subject to the Claims Limit. **We** will also cover the **Cost of Repair/s** to punctures, up to a maximum of £50 including VAT, without limit to the number of claims, but subject to the **Maximum Amount** payable under this policy, as specified in **Your Policy Certificate**.

# Part 2 - Alloy Wheel/s

If during the **Period of Insurance Damage** occurs within the Geographical Area to a Wheel/s fitted to the **Vehicle**, **We** will cover the **Cost of Repair/s** to the Wheel. Repairs will be undertaken by an **Approved Repairer** who will attempt repairs to **Your** Wheel to their best endeavours, up to the **Maximum Amount** and subject to the Claims Limit. In addition, in the event that the Wheel is **Damaged** beyond repair **We** will pay up to £150 including VAT towards the cost of the **Replacement** Wheel, subject to the Claims Limit

#### THE POLICY

Means the cover provided to You under the terms and conditions of this insurance contract.

#### CONTRACT OF INSURANCE

This **Policy Certificate** is evidence of a contract of insurance. This policy will only become effective when the **Administrator** has received payment in full for the policy.

## THE INSURER

## UK General Insurance Limited.

UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The names, addresses and regulatory status of each company can be checked by visiting the FCA website at http://www.fca.org.uk/register. The Financial Conduct Authority (FCA) is the independent watchdog set up by the government to regulate financial services in the UK, and to protect the rights of the retail customer.

#### THE POLICY WORDING

The policy wording contains the terms, conditions and exclusions of this 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** is found to be unfit for the purpose for which it was 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 in bold with a capital letter.

| WORD/EXPRESSION                | DEFINITION  |
|--------------------------------|---|
| Administrator                  | Advent Solutions Management Ltd, 75-77 Cornhill, London EC3V 3QQ Telephone: 0345 2412166  |
| Approved Repairer              | A repairer appointed by <b>Us</b> to undertake repairs or <b>Replacement</b> of the Tyre/s or repair to the Wheel/s.  |
| Claims Administrator           | TAG Insure Limited, Unit 8 Abbots Business Park, Primrose Hill, Kings Langley, Hertfordshire, WD4 8FR is an appointed representative of Phoenix Financial Consultants Limited, (FCA registration number 539195) which is authorised and regulated by the Financial Conduct Authority (FCA).   |
| Claims Limit                   | For Tyre/s the maximum number of Tyre/s that can be replaced during the Period of Insurance is 5. There will be unlimited puncture repairs allowed subject to a maximum of £50 per claim inclusive of VAT up to the maximum claim limit of the policy. For Wheel/s the maximum number of Wheel/s that can be repaired during the Period of Insurance is 10.                                   |
| Cost of Repair/s / Replacement | The usual and reasonable charges for <b>Tyre/s</b> and / or labour to repair or replace the <b>Tyre/s</b> , or repair the Wheel/s, exclusive of any part of such charges that may exceed the claim limit that applies to this policy.   |
| Damage                         | A sudden and unforeseen event resulting in accidental <b>Damage</b> to <b>Your Tyre/s</b> , including punctures, or <b>Wheel/s</b> .  |
| Geographical Limits            | Means the areas in which this policy is effective and are Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, member countries of the European Community and any other country for which an international motor insurance card ("Green Card") in respect of the <b>Vehicle</b> is effective at Date of Loss.   |
| Ineligible Vehicles            | Vehicles ineligible for this insurance, including any commercial Vehicle over 3.5 tonnes, emergency Vehicles, taxi, bus, truck, motorcycle or Vehicle used for dispatch, driving schools, road-racing, rallying, pace-making, speed testing or any other competitive event, any Vehicle not in Glass's Guide, any Vehicle with Wheel/s of chrome finish or Wheel/s of split rim construction. |
| Maximum Amount                 | For Tyre claims this is the Maximum Amount payable per individual <b>Tyre</b> and the <b>Maximum Amount</b> payable in total as specified in <b>Your Policy Certificate</b> . For <b>Wheel</b> claims this is the <b>Maximum Amount</b> payable per Wheel per claim which is £150 (inclusive of VAT) and the Maximum Amount payable is £1,500 (inclusive of VAT).                             |
| Motor Insurance Policy         | Means a comprehensive policy of motor insurance which covers the <b>Vehicle</b> in respect of damage, fire and theft, and which is maintained throughout the <b>Period of Insurance</b> .   |
| Period of Insurance            | Means the dates shown in the <b>Policy Certificate</b> .  |



| Policy Certificate | Means the document accompanying this policy which confirms the <b>Period of Insurance</b> , Cover and policy type, <b>Vehicle</b> model and make which <b>You</b> have applied for and which <b>We</b> have accepted.  |
|--------------------|--|
| Start Date         | The date cover commences as specified in the policy schedule. Normally this will be the date <b>You</b> take delivery of the <b>Vehicle</b> .  |
| Tyre/s             | The <b>Tyre/s</b> fitted to the <b>Vehicle</b> which must be of the same rating and make as at the <b>Start Date</b> of this policy, including the spare <b>Tyre</b> .   |
| Vehicle            | Means only the <b>Vehicle</b> as identified in the <b>Policy Certificate</b> for private or business Use (excluding taxis, private hire, courier services and haulage) for Use on the public highway.  |
| We/Us/Our          | UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. The names, addresses and regulatory status of each company can be checked by visiting the FCA website at http://www.fca.org.uk/register. The Financial Conduct Authority (FCA) is the independent watchdog set up by the government to regulate financial services in the UK, and to protect the rights of the retail customer. |
| Wheel/s            | Alloy Wheel/s declared to Us at the time You purchase Your Vehicle as detailed in Your Policy Certificate.   |
| You/Your/Yourself  | Means the person named in the <b>Policy Certificate</b> who must be the registered keeper of the <b>Vehicle</b> in respect of contract hire, contract purchase or any leasing contract and the authorised User of the <b>Vehicle</b> and (if applicable) who is named in the Finance Agreement.  |

# **ELIGIBILITY**

You can apply for cover under this policy if at the date of commencement of the Period of Insurance:

- Your Vehicle is less than 10 years old with a maximum mileage of 100,000.
- You are the owner or the registered keeper of the **Vehicle**, or in respect of contract hire, contract purchase and any leasing contracts, the authorised User for the **Vehicle**.
- Your Vehicle as specified on the Policy Certificate has not be modified and has the correct alloy Wheel/s and Tyre/s as fitted
- from new unless agreed in advance with the **Administrator**.
- You are covered under a comprehensive Motor Insurance Policy for Your Vehicle.



#### **EXCLUSIONS**

## Your policy does not cover any claim:

- 1. For Wheel/s of chrome finish or Wheel/s of split rim construction.
- 2. The Cost of Repair/s or Replacement is recoverable under any other insurance or warranty.
- 3. In respect of any loss of use of **Your Vehicle** or any consequential loss of any kind.
- 4. Where **Damage** is caused by using the **Tyre** at the incorrect **Tyre** pressure or for costs relating to roadside assistance, towing etc.
- 5. Where the **Damage** to **Your Tyre/s** or **Wheel/s** is deemed to be a manufacturing defect.
- 6. Where loss or **Damage** to **Your Tyre** is caused by a road traffic accident, fire or theft.
- 7. **Damage** caused by incorrect **Wheel** balancing, defective steering tracking or defective suspension or by a third party for general maintenance to **Your Vehicle**.
- 8. Where the Tyre/s are below the legal tread limit at the time of Damage occurring.
- 9. Where the **Tyre/s** do not carry the 'European E' mark.
- 10. Which is the subject of fraud, false actions or dishonesty or any act or omission which is wilful or unlawful.
- 11. Where the **Damage** is deemed to be general wear and tear, corrosion or neglect.
- 12. Any costs not covered by, or in excess of, the terms of **Your** policy, or VAT, where **You** are registered for VAT, are **Your** responsibility and are not covered by this insurance.
- 13. If **You** are claiming due to malicious **Damage**, any incident not reported to the Police and for which the Police have not issued a Crime Reference Number which must be quoted is excluded.

#### Any Damage or loss:

- 1. That occurred before the inception of this insurance.
- 2. Arising directly or indirectly, in whole or in part, due to any act or omission which is wilful, unlawful or negligent on **Your** or the user of the **Vehicles** part.
- 3. Caused by or contributed to by or arising from: Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component. Occasioned by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power. Arising directly or indirectly from pollution or contamination. Directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism or in any way relating thereto. For the purpose of this exclusion "terrorism" means the use of biological, chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. However, losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious Damage are not excluded hereunder.



## **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 discretion cancel the policy or refuse to deal with Your claim or reduce the amount of any claim payment.

Duty of Care: You must not continue to drive the Vehicle after any damage or incident if this could cause further damage to Your Vehicle.

Fraud: You must not act in a fraudulent manner. If You, or anyone acting for You, makes a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or makes a statement in support of a claim, knowing the statement to be false in any respect; or submits a document in support of a claim, knowing the document to be forged or false in any respect; or makes a claim in respect of any loss or damage caused by Your wilful act, or with Your connivance,

## Then:

- 1. We shall not pay the claim
- 2. **We** may declare the policy void
- 3. We shall be entitled to recover from You the amount of any claim already paid under the policy
- 4. **We** shall not make any return of premium
- 5. **We** may inform the police of the circumstances.
- We reserve the right to examine the Vehicle and subject the Tyre/s and or Wheel/s to independent expert assessment during the Period
  of Insurance.

The policy is not transferable to any subsequent owner of the Vehicle or to any other Vehicle.

The policy has been issued based upon information which **You** have given to **Us** about **Yourself**, and **Your Vehicle**. **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**, failure to do so may invalidate **Your** cover under this policy. **We** will then advise You of any changes in terms.

The law applicable to this 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 conditions to have the full protection of Your policy. If You do not comply with them, We may, at Our discretion, cancel the policy or refuse to deal with Your claim or reduce the amount of the claims payment.

#### Making a claim

All claims MUST be made within thirty days of the Total Loss occurring.

- 1. Contact the Claims Administrator.
- Protect the damaged Vehicle. You must take all reasonable steps to safeguard the Vehicle in the event of any damage occurring to Your Vehicle.
- 3. Malicious damage and theft. You must report the incident to the Police and advise Us of Your valid crime reference number.
- 4. Claims Procedures. 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.
- 5. Use of Assessors. At notification of any claim **We** reserve the right to instruct an independent engineer to inspect **Your Vehicle** before authorising any claim. Any decision on liability will be withheld until this report is received. When this right is exercised **We** shall have no liability for any loss to **You** arising from any possible delay.
- 6. Subrogation. We may at Our sole discretion take any steps in Your name against any person.
- 7. IMPORTANT LASER CUT / DIAMOND CUT REPAIRS
  - For laser cut rims / diamond cut alloy **Wheel/s** it may be necessary for the alloy **Wheel/s** to be removed from the **Vehicle** and sent to a specialist repairer for re-manufacture, a process that can take up to 10 working days. Under these circumstances the insurance does not provide for any other costs incurred whilst the alloy **Wheel** is being repaired.
- 8. For Tyre/s the maximum number of Tyre/s that can be replaced during the Period of Insurance is 5. There will be unlimited
- 9. puncture repairs allowed subject to a maximum of £50 per claim up to the maximum claim limit of the policy.
- 10. For Wheel/s the maximum number of Wheel/s that can be repaired during the Period of Insurance is 10.

#### How to make a claim

If Damage occurs, please help the Claims Administrator by reporting Your claim according to the following procedure.

## Contact the Claims Administrator

In the unfortunate event that **You** experience an issue with either **Your Wheel/s** or **Tyre**, please contact the **Claims Administrator**, Unit 8 Abbots Business Park, Primrose Hill, Kings Langley, Hertfordshire, WD4 8FR or call 0333 323 0383.

# For Tyre Claims

- You must contact the Claims Administrator on 0333 323 0383 IMMEDIATELY following Damage occurring to Your Tyre/s and BEFORE You have the Tyre/s repaired or replaced.
- The Claims Administrator will explain the claims process to You and send You a claim form to complete.
- The Claims Administrator will advise You to take Your Vehicle to an Approved Repairer. You must also take this policy document and Your policy Schedule.
- There is a section on the claim form which must be completed by the **Approved Repairer**.
- You must settle the cost of the repair or Replacement of the Tyre/s directly with the Approved Repairer.
- You must then send the Administrator the completed claim form together with the original car invoice and the Tyre repair invoice that You received from the Approved Repairer. You may also be required to provide photographs of the Damaged Tyre/s.

#### For Wheel Claims

- You must contact the Administrator on 0333 323 0383 IMMEDIATELY following Damage occurring to Your Wheel/s, and at the very
  latest no later than 30 days after the incident failure to do this will mean that We will be unable to properly assess the claim which will
  result any claim being declined.
- The Administrator will explain the claims process to You and send You a claim form to complete.
- You must complete the claim form and return it to the Administrators. You will also be required to provide photographs of the Damaged Wheel/s at Your own expense.
- The Administrator will then assess Your claim and subject to the terms and conditions will authorise an Approved Repairer to undertake repairs to the Wheel/s to their best endeavours.



## FRAUDULENT CLAIMS or MISLEADING INFORMATION

We take a robust approach to fraud prevention. If any claim under this insurance is fraudulent or intended to mislead, or if any misleading or fraudulent means are used by You or anyone acting on Your behalf to obtain benefit under this insurance, Your right to any benefit under this insurance will end, Your cover will be cancelled and We will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. We may also inform the Police.

## TRANSFERRING YOUR POLICY

This policy cannot be transferred to another Vehicle or to any subsequent owner of the Vehicle.

## **CANCELLING YOUR POLICY**

You have the right to cancel this cover within 30 days of receipt of the policy document without giving any reason and receive a full refund. You should contact the selling agent by recorded delivery letter, fax or email who will arrange the refund. If You wish to cancel this policy after the 30 day cooling off period, You must send a recorded delivery letter to the Claims Administrator. If You cancel this policy after the 30 day cooling off period, there will be a proportionate refund provided there have been no claims, if there has been any claim, no refund will be given. We may cancel this policy by giving You 30 days' notice posted to the address shown on the Policy Certificate. Unless the reason for cancellation is, in Our opinion, for fraudulent activity, You will be entitled to a pro-rata return of premium after the deduction of a £35.00 administration fee.

# **CUSTOMER ENQUIRIES**

We will always try to give You a quality service. If You think We have let You down, please write to:

TAG Insure Limited, Unit 8 Abbots Business Park, Primrose Hill, Kings Langley, Hertfordshire, WD4 8FR

Alternatively, You can contact them by email at: complaints@taginsure.co.uk.

Details of **Our** internal complaint-handling procedures are available on request. If **You** are still not satisfied, **You** can contact the Insurance Division of the Financial Ombudsman Service at:

Exchange Tower, London, E14 9SR

You can also contact them on 0800 023 4567 or 0300 123 9123. Website: www.financial-ombudsman.org.uk

You have the right to refer Your complaint to the FOS, free of charge, but You must do so within six months of the date of Our final response letter.

If **You** do not refer **Your** complaint in time, the Ombudsman will not have **Our** permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.



## **COMPENSATION SCHEME**

**We** are covered by the Guarantee Fund for Non-Life Insurance Companies. **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. Insurances are covered for 100% of the claim without any upper limit subject to a £125 Excess contribution. Contact telephone no: 00 45 3343 5500 for further information.

If **We** are unable to meet **Our** obligations under this insurance, **You** may be entitled to compensation from the Financial Services Compensation Scheme, depending on the type of insurance and circumstances of claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information can be obtained from the Financial Services Compensation Scheme at 7th Floor Chambers, Portsoken Street, London E1 8BN.Data Protection Act 1998

## LANGUAGE AND LAW

This insurance is written in English and all communications about it will be in English.

The law which applies to this insurance is the law applicable in the part of the United Kingdom, Channel Islands or Isle of Man in which **You** live and any legal proceedings between **You** and **Us** in connection with this contract will take place in the courts of the part of the United Kingdom, Channel Islands or Isle of Man in which **You** live. This insurance is a legally binding contract between **You** and **Us** and does not give, or intend to give, rights to anyone else. Only **You** or **Us** can enforce the terms of this contract. **We** will not provide any benefit under this contract of insurance if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

#### 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 the insurer's 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 motor engineers, 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:

- Help make decisions on legal expense insurance proposals and insurance claims, for **You** and members of **Your** household
- Trace debtors, recover debt, prevent fraud, and manage Your insurance policies
- Check Your identity to prevent money laundering, unless You furnish Us with satisfactory proof of identity.

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

We may contact You by letter, email or phone during the course of the claim and at the conclusion of the claim to complete any customer satisfaction surveys.

We will not make Your details available to any other company to Use for their own marketing purposes.