

TyreCare

Tyre Insurance Policy Wording

CONTRACT OF INSURANCE

This is a contract of insurance between you, the owner (You/Your) of the vehicle at the time of purchase of the insured tyre(s) and London General Insurance Company Limited (We/Us/Our).

CUSTOMERS WITH ADDITIONAL REQUIREMENTS

To request a copy of the policy in large print please call TyreCity Customer Services on 0800 9 888 814.

Subject to the correct premium having been paid, We will provide insurance as detailed below.

UNDERSTANDING YOUR POLICY

Please read this policy carefully and make sure You understand and fully comply with its terms and conditions, as failure to do so may jeopardise the payment of any claim which might arise and could lead to the Policy becoming void.

Your Policy should be kept in a safe place, so You can read it again if You need to.

WHAT IS INSURED

This Policy insures against accidental damage or malicious damage to the tyre(s) supplied by TyreCity bearing the DOT number(s) on Your invoice.

Accidental damage means the sudden and unforeseen deflation or other damage of the tyre itself or the valve, caused accidentally which requires the immediate repair or replacement before normal use can be resumed.

Malicious damage is considered to be deflation or damage to the insured tyre or the valve caused intentionally by a third party, which requires a repair or a replacement before normal use can be resumed.

To claim for malicious damage, you must report the incident to the Police and provide a crime reference number at the time of making a claim.

In the event of accidental damage or malicious damage, provided the tyre(s) tread depth complies with UK road traffic regulations, TyreCity will, on behalf of the Insurer:

1. Repair the tyre(s) where possible; or
2. Replace the tyre(s) with one of the same or similar specification.

The Repair or Replacement includes the cost of a replacement valve, wheel balancing and environmental disposal.

DURATION

This Policy will end on the earlier of:

1. 12 months from the date of purchase; or
2. when the insured tyre has been repaired three times; or
3. when the insured tyre has been replaced.

The insurance for each insured tyre will end immediately upon replacement of that tyre or completion of three repairs on that tyre.

Where more than one tyre is insured, insurance applies separately to each tyre.

All insurance will cease if the insurance for all insured tyres has come to an end.

EXCLUSIONS

Any claim arising from or as a result of;

1. A tyre that is below the UK legal limit of tread depth.
2. Damage that has occurred outside the UK, Isle of Man or Channel Islands
3. Any malicious damage claim not accompanied by a valid and substantiated crime reference number.

4. Damage that has occurred to any part of the vehicle except the insured tyre(s) as a result of the tyre damage.
5. Any loss directly or indirectly suffered by you as a result of the tyre damage.
6. Fire or theft.
7. Where no accidental damage or malicious damage has occurred, but due to general wear and tear and deterioration under normal use, the tyre(s) has reached the end of its normal effective working life.
8. Manufacturing defects or faults including a manufacturer's recall.
9. Tyres fitted to vehicles that are used during the period of insurance for:
 - a. professional instruction
 - b. hire or reward,
 - c. driving school tuition,
 - d. chauffeuring,
 - e. motor racing,
 - f. track days (timed or untimed),
 - g. rallying,
 - h. pace-making,
 - i. speed testing or any other competitive or off-road event.
 - j. Commercial or agricultural vehicles.

10. Tyres fitted to vehicles that have been modified during the period of insurance, outside the manufacturer's specification, for example engine enhancements or lowering of the suspension.
11. A tyre that is not DOT marked and where there has been an attempt to remove the serial number or other identifying marks from the tyre.
12. Tyres purchased by anyone under the legal driving age of 17 years old.

GENERAL CONDITIONS

1. When applying for this insurance or submitting a claim You or anyone acting on Your behalf must take reasonable care to answer all questions honestly and to the best of Your knowledge. Failure to do so may affect the validity of Your policy or the payment of Your claim.

2. The law of England and Wales applies to this policy and you can bring legal proceedings in respect of the policy in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the policy in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

3. This policy is written in English and all correspondence will be in English.

4. This insurance may not be assigned to a third party or another vehicle.

HOW TO MAKE A CLAIM

1. You can call any TyreCity Group tyre Centre or take Your vehicle to any one of them.

2. If a TyreCity Centre is not in reasonable proximity to Your location, please contact Customer Services and they will direct You to the nearest suitable centre. You may need to pay for the replacement and be reimbursed by TyreCity. If this is the case Customer Services will tell You when You make a claim. You can contact TyreCity by telephone or post using the details below:

0800 9 888 814 (8am – 6pm weekdays, excluding public holidays, calls are recorded for quality purposes).

TyreCity Customer Services,
ETEL House, Avenue One,
Letchworth Garden City, Herts SG6 2HU.

If your claim is for malicious damage, TyreCity or the alternative Centre will also need to see your crime reference number. **To claim for malicious damage, you must report the incident to the Police in order to obtain a crime reference number at the time of making a claim.**

TyreCity or the alternative Centre will repair or replace Your tyre(s) in accordance with the terms of this Policy.

CANCELLING YOUR POLICY

Cooling Off Period

You may cancel this Policy within 14 days of the sales receipt date. If You choose to do this You are entitled to a full refund of the premium paid, provided that no claim has been made.

Cancellation (Outside the cooling off period)

If You cancel Your Policy outside the 14 day cooling off period and provided that no claim has been made, You will be entitled to a pro rata refund of Your premium based on the number of full months of unexpired insurance, subject to a minimum premium of £5, which will be retained by Us. Where Your refund is calculated to be less than the minimum premium no refund will be due. The minimum premium reflects our cost in setting up and administering your insurance.

You can cancel Your Policy by contacting TyreCity (Customer Services on 0800 9 888 814

Our Cancellation Rights

We may cancel Your Policy by giving you no less than 14 days' notice in writing to You at Your last known address. Subject to the premium having been paid in full You shall be entitled to a pro-rata refund premium based on the number of full unexpired months of insurance remaining.

If You sell and/or transfer the vehicle to another person, motor dealer, or trader during the period of insurance all insurance will end upon such sale or transfer. In such an event please contact TyreCity Customer Services on 0800 9 888 814 to arrange a refund of premium. Provided that no claim has been made, You will be entitled to a pro rata refund of Your premium based on the number of full months of unexpired insurance, subject to a minimum premium of £5, which will be retained by Us.

CUSTOMER SERVICE / COMPLAINTS

Your complaint will be handled in accordance with our complaints handling procedure, which is available upon request

We aim to provide a first-class service but if You feel You have questions or concerns about this insurance or the handling of a claim please contact:

Customer Services
TyreCity ,
ETEL House, Avenue One,
Letchworth Garden City,
Herts SG6 2HU.
0800 9 888 814 (8am – 6pm weekdays, excluding public holidays, calls are recorded for training, monitoring and quality purposes).

If you are not happy with our decision you can, within 6 months of our final decision, refer your complaint for an independent assessment to:
The Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange,
LONDON, E14 9SR

Telephone: 0800 023 4567 / 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk
Web: financial-ombudsman.org.uk

Nothing in these terms, including referral to the Financial Ombudsman Service affects your statutory rights.

FINANCIAL SERVICES COMPENSATION SCHEME

London General Insurance Company Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they cannot meet their obligations. General insurance contracts are covered for 90% of the entire claim, without any upper limit. You can get more information about the compensation scheme arrangements by contacting the FSCS on 0207 741 4100 or 0800 678 1100 or by visiting their website at www.fscs.org.uk

PROVIDER DETAILS

The insurance is underwritten by London General Insurance Company Limited, Registered in England & Wales No. 1865673. Registered Office: TWENTY Kingston Road, Staines-upon-Thames, Surrey, TW18 4LG, United

Kingdom. London General Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Further details can be found on the Financial Services Register at www.fca.org.uk under FRN 202689.

DATA PROTECTION

The details You supply will be used by TyreCity to administer Your insurance and to handle your claim and Us in respect of underwriting and administering Your insurance. Please note that telephone calls may be recorded by TyreCity for training and monitoring purposes. We are the data controllers of the personal data You provide and are committed to protecting the privacy and security of Your personal information.

This includes Your name as well as Your contact details such as physical address, phone number and e-mail-address. If You do not provide the personal data required We may be unable to provide the services contained under the policy.

In addition to administration of Your Plan, including claims and fraud prevention, this may involve sharing Your information confidentially with suppliers of products or services (including repairs) engaged by You or by Us in the purchase or performance of the policy.

We may provide by post, email, text or telephone administrative information including expiry/renewal details. We may also provide other information in this way, including marketing about this and other similar products provided by Our group of companies (which includes The Warranty Group Services (Isle of Man) Limited, TWG Services Limited and London General Insurance Company Limited) but You may contact Us at any time to stop receiving any such other information. Your details will not be used for any other marketing purposes.

Your personal data will be transferred outside the EU for policy administration.

Your personal data will at all times be held securely and handled with the utmost care in accordance with all principles of EU Data Protection law.

Your personal data will be kept for only as long as necessary after which time it will be destroyed if it is no longer required for the lawful purposes for which it was obtained.

You have a number of rights to Your data these include the right to be informed, have access, rectification, receive Your data in a transferable format, erasure, restriction of processing and object to how Your data is processed.

To obtain a copy of Your personal data held by Us, for more information on the rights to Your data or to exercise one of Your data rights please contact Our Data Protection Officer or see Our website for more details.
<https://www.assurant.co.uk/consumer-privacy-policy>.

Our Data Protection Officer can be contacted via Our Customer Relations Team using these details: Customer Relations Department at TWG Services Limited, The Aspen Building, Floor 2, Vantage Point Business Village, Mitcheldean, Gloucestershire, GL17 0AF. Telephone: 0330 100 3246. (Monday to Friday – 9:00am to 5:00pm)
Email: customer.relations@thewarrantygroup.com.

You have the right to make a complaint at any time to the Information Commissioner, the UK supervisory authority for data protection issues. You may obtain a copy of the data held about you by contacting:

Customer Services,
TyreCity ,
ETEL House, Avenue One,
Letchworth Garden City,
Herts SG6 2HU.

0800 9 888 814 (8am – 6pm weekdays excluding public holidays calls are recorded for training, monitoring and quality purposes)