

## InchcapeCare

providing a trouble free motoring experience...

Tyre Insurance Policy Document Welcome to Tyre Insurance, from the **Inchcape**Care product range.

Tyre Insurance protects you against the unforeseen costs of having to replace or repair the tyres on your vehicle prematurely, as a result of accidental damage, puncture or malicious damage by a third party.

This handbook explains how your Tyre Insurance works. Please make sure you fully understand the terms and conditions relating to the policy – in particular the process for making a claim – and also check the details on your Validation Certificate and tell us immediately if there are any mistakes.

Always keep this document in your vehicle so you have it to hand if you need to make a claim.

#### Defaqto 5 star rated

Your **InchcapeCare** Tyre Insurance policy provides an exceptionally high level of cover and has received the top 5-star rating by Defaqto, the UK's leading independent financial services rating agency.

This rating can be verified on the Defaqto.com comparison website under the All Star Ratings Motor Section for Tyre Insurance.



#### **Contractual Agreement**

You have opted to purchase a contract of insurance which is between You and Motors Insurance Company Limited (hereinafter known as the 'Insurer', 'We', 'Us', 'Our').

Motors Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 202875.

This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register

InchcapeCare Asset Protection is administered by Car Care Plan Limited (hereinafter known as the 'Administrator').

#### Definitions

The following words or expressions will have the specific meanings described below. They have the same meaning throughout this document and appear in bold type:

Administrator Car Care Plan Limited, Registered Office: Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG. Registered in England. Company No. 850195. Car Care Plan Limited is authorised and regulated by the Financial Conduct Authority.

Claim Limit The maximum amount that can be claimed per Tyre for any one event during the **Period of Insurance**. This policy has a maximum claim limit per Tyre of  $\pounds125$  including VAT for standard Tyres, or either  $\pounds300$  or  $\pounds450$  (both including VAT) for prestige or run-flat Tyres, depending on which policy type has been chosen.

**Consequential Loss** Any other costs which are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this policy.

Damage(d) 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. Further cover for damage to Tyre sidewalls is provided without sudden and unforeseen deflation, provided that the Tyre is deemed illegal as determined by UK MOT testing standards.

**'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.

# **Endorsement** Statements Found in **Your Validation Certificate**, that either show changes to the terms of **Your** policy or terms that apply specifically to **You**.

Expiry Date The date the insurance cover ends as shown on Your Validation Certificate.

**Insurer** Motors Insurance Company Limited. Registered Office: Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG. Registered in England; company number 02678367.

**Introducer** The party, person or company who has arranged this insurance on **Your** behalf.

Period of Insurance The period specified on Your Validation Certificate.

Policy Limit You may claim for up to five Tyres fitted to Your Vehicle during the Period of Insurance.

**Premium** The total amount **You** have agreed to pay **Us** for this insurance policy.

**Proposal** The document or declaration that records the information **You** gave **Us** when **You** bought **Your** policy and which **Your** contract with **Us** is based on.

**Repair Cost** 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**.

**Repairer** The supplying dealer in the first instance. Where this is not possible, then any full time business providing the supply and fitting of car tyres can be used, on the basis that all claims conditions as contained within this policy are adhered to.

**Replacement Costs** The reasonable cost of a like for like **Tyre** of similar make and quality 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**. Should the cost of the replacement tyre exceed the maximum **Claim Limit** per **Tyre**, you will be reimbursed up to the maximum **Claim Limit**.

Start Date The date the insurance cover commences as shown on Your Validation Certificate.

Sum Insured The maximum amount that can be claimed in total during the Period of Insurance for up to five Tyre(s) fitted to Your Vehicle.

**Territorial Limits** The area in which this policy is effective namely Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Tyre(s) Any five Tyres throughout the **Period of Insurance** which are fitted to **Your Vehicle**.

Validation Certificate This document will be provided to You when You take out this policy and will contain details about You and the Vehicle upon which this policy will apply. It will also provide the effective Start Date and Expiry Date of the policy. Vehicle The vehicle detailed on the Validation Certificate being under 10 years and having covered fewer than 100,000 miles at the Start Date of the policy.

We, Us, Our Motors Insurance Company Limited.

Wear and Tear Damage to Tyre(s) which have reached the end of their normal effective working lives because of age and/or usage or where the Tyre tread depth is less than 2mm across any tread area of the Tyre.

You, Your, Insured A private individual who is resident in the Territorial Limits and who has purchased an eligible Vehicle and has paid the necessary **Premium** under this policy.

#### **About your Policy**

We will provide cover under the terms, exceptions, conditions and any **Endorsement** of this policy, relating to any **Period of Insurance** for which **We** have accepted **Your Premium**, and **You** have made payment in full or have entered into an agreement to pay **Your Premium**.

This contract is based on the **Proposal** (or any statement of facts or statement of insurance **We** prepare using the information **You** have provided), and any declaration **You** make.

This policy gives full details of **Your** cover. **You** will also receive a **Validation Certificate** which contains information about **You**, **Your Vehicle**, **Your Period of Insurance** and any **Endorsement**(s). This document together with **Your Validation Certificate** is **Your** policy and should be read as one document. Please read them both carefully and make sure that they meet **Your** needs.

If You have any questions, please contact the Introducer or the Administrator and they will help You.

Please keep all **Your** insurance documents in a safe place, as **You** will need them if **You** want to make a claim.

#### Eligibility

You are eligible for cover at the Start Date of the policy if:

- Your Vehicle is under 10 years old and has covered fewer than 100,000 miles at the start of the policy;
- The Tyres fitted to Your Vehicle are of the original manufacturers specification, are 'E' Marked and have a minimum of 2mm tread depth across the full tread area of the Tyre.

#### Period of Insurance Cover

The **Validation Certificate You** have been provided with will provide details as to when this policy commences (the **Start Date**). Expiry of **Your** policy will occur in the event of the following:

- A The Expiry Date, as shown on Your Validation Certificate;
- B You, or anyone representing You, defrauds or deliberately

misleads the Insurer or the Administrator;

- C The Vehicle is sold or transferred to a new owner;
- D The Policy Limit is reached.

This policy is non-renewable and cannot be transferred.

#### **Cover provided**

You are covered up to the **Claim Limit** shown on **Your Validation Certificate** for up to five **Tyres** fitted to **Your Vehicle** which require repair or replacement as a result of **Damage** occurring during the **Period of Insurance**, subject to the terms, exclusions and conditions detailed within this policy document.

#### **Exclusions**

- Your Vehicle if it is over 10 years old at the Start Date of this policy.
- Your Vehicle if it has covered over 100,000 miles at the Start Date of this policy.
- Where Your Vehicle is used as an emergency vehicle, taxi, or bus, for driving school tuition, dispatch, commercial travel that is not covered under motor insurance Business Use Classes 1 and 2, hire or reward of whatsoever nature, off road use (including all Quad Bikes), road racing, track day participation, rallying, pacemaking, speed testing or any other competitive event, or is a commercial vehicle in excess of 3.5 tonnes Gross Vehicle Weight (GVW) or a motorcycle.

- Where **Your Vehicle** is 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.
- Wear and Tear, 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.
- **Tyres** which have been modified in any way from the manufacturer's specification.
- Any Damage:
  - where the fault or **Damage** occurred before the **Start Date** of this insurance, or incurred due to the **Vehicle** being driven following the initial failure;
  - caused by fire, any road traffic accident, or where the **Vehicle** is a total loss;
  - where damage is caused to any other part of the Vehicle by the same incident which is part of a road traffic accident or road risk insurance claim.
- 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.

- Any malicious damage claim, which is not accompanied by a valid and substantiated crime reference number.
- Theft of the Tyre(s).
- Any claim where at the time of **Damage** the **Tyre** tread depth is less than 2mm across any tread area of the **Tyre**.
- Manufacturing defects or faults including manufacturer's recall.
- **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)**.
- VAT where **You** are **VAT** registered.
- Any costs incurred in excess of or outside the liability under this insurance including any form of Consequential Loss, depreciation or diminution in value.
- 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.
- Where it is discovered that this policy was purchased more than 30 days following the delivery date of **Your Vehicle**.

#### How to Claim

If **Damage** occurs please contact the **Administrator** and report **Your** claim according to the following procedure.

- 1) Contact the Administrator's Claims Department on 0344 573 8005.
- 2) For claims authorisation the Repairer must:
  - Advise Us of Your policy number and 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 and digital photos of the vehicle registration plate for Your Vehicle, the full tread of the Damaged Tyre(s) and the actual Damage.

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** or **Replacement Cost**, which is the most **We** will pay for the repair or replacement, subject to **Your Claim Limit** and **Sum Insured**.

**Please note:** In the case of malicious damage, report the incident to the police first and then follow the procedure above, advising **Us** of **Your** valid crime reference number.

#### **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 seven 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 roadworthy **Tyre(s)** are in contact with the road i.e. by low loader or trailer where towing would be inappropriate.

#### 3) Contact the Administrator

Before any work is undertaken it is **Your** responsibility to ensure that the **Repairer** telephones the **Administrator** for authorisation. The telephone number is 0344 573 8005.

#### 4) Retain replaced Tyre(s) 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 a qualified engineer. It is **Your** responsibility to ensure that the **Damaged Tyre(s)** are available for inspection. The **Administrator** may arrange for an inspection of the **Vehicle** or its **Tyre(s)** by an independent engineer. Any decision on liability will be withheld until this report is received. If **You** return to **Your** supplying dealer they will ensure that this is handled on **Your** behalf.

#### 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 **Administrator**, **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) Confirming details of Your claim with You

To ensure We maintain the highest level of service We may contact You to confirm the details of Your claim. Should You be contacted We will await confirmation from You that You are happy for the dealers' costs to be settled before arranging payment under the terms of Your policy. Should We not receive a response following Our request You may become liable to settle the cost of repair with the dealer as Your failure to reply will be viewed as limiting Our ability to assess Our liability under the policy.

#### 8) Salvage

We accept no liability for the responsible disposal of Tyre(s).

#### 9) Use of Engineers

At notification of any claim **We** reserve the right to instruct a qualified 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 **Administrator** 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.

#### **Repairs Out of Hours or Outside the Territorial Limits**

For repairs outside the **Territorial Limits** or where you require assistance out of hours and are unable to contact the **Administrator** for authorization and a claim authority number please follow the following process:

If the **Repairer** is located outside the **Territorial Limits** or in the case of an out of hours repair 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 a qualified 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/Replacement Cost**, if **You** send the **Administrator** the following information:

- Your policy number and Vehicle details;
- Confirmation of the minimum tread depth across the full tread area 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 from Us.

#### Cancellation and cooling-off period

If this policy does not meet **Your** needs, **You** have 30 days from the date **You** received **Your** policy documents to cancel the policy and obtain a full refund. To cancel **Your** policy within this 30-day period please contact the **Introducer** who sold **You Your** policy.

If **You** wish to cancel **Your** policy after this 30-day period, **You** can cancel at any time and receive a *pro rata* refund. To cancel **Your** policy please contact the **Administrator** by calling **0344 573 8005** or by writing to:

InchcapeCare Administration, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

The percentage refund will be calculated from the date **Your** request to cancel is received. An administration fee of  $\pounds$ 20 will be deducted from the calculated amount prior to any refund being paid.

Please note that **We** will not give **You** a refund if **You** have already made a successful claim on **Your** policy.

If **You** have paid for **Your** policy in cash, as opposed to a Car Care Plan Ltd instalment agreement, provided **You** have not made a successful claim, the **Administrator** will provide **You** with a refund proportional to the length of time the policy has been in force and is calculated using the policy start date. The amount of refund **You** receive will be based on each full calendar month remaining on **Your** policy as a percentage of the original duration of **Your** policy less an administration fee of £20. If **You** have paid for **Your** policy by instalment payments through an instalment agreement with Car Care Plan Ltd, any refund amount owed to **You** will be calculated in line with the following rules:

- Where **You** have paid all the instalment payments, **We** will calculate the refund as above. The refund will be paid directly to **You**;
- Where **You** have not paid all the instalment payments, **We** will calculate the refund as above and:
  - If the refund You are eligible for is in excess of the total outstanding instalment payments You owe Car Care Plan, We will pay the difference directly to You; or
  - 2) If the refund You are eligible for is less than the total outstanding instalment payments You owe Car Care Plan Ltd, You will not receive a cash refund. The refund will be applied as part payment of Your total outstanding instalment payments. You will continue to be responsible for paying the remaining outstanding payments on Your instalment agreement with Car Care Plan Ltd until the balance calculated at the time of notice of cancellation received by the Administrator has been settled.

We will not give You a refund if You have successfully claimed on Your policy.

Please allow up to 28 days for **Your** cancellation and refund to be processed.

#### **Complaints Procedure**

We hope that You will be pleased with the service We provide. In the unlikely event of a complaint, You should contact the Administrator in the first instance on 0344 573 8005, or in writing to:

The Customer Services Manager, Car Care Plan Limited, Jubilee House 5 Mid Point Business Park Thornbury West Yorkshire BD3 7AG.

You can also email Us at complaints@carcareplan.co.uk

If it is not possible to reach an agreement, **You** also have the right to ask the Financial Ombudsman Service to review your case. The right to apply to the Ombudsman must be exercised within six months of the date of **Our** final decision. For more information **You** can visit the Financial Ombudsman Service website: www.financial-ombudsman.org.uk or write to: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone: 0800 023 4567 or 0300 123 9123

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.

We abide by the Motor Industry Vehicle Warranty Products Code of Practice which can be found on The Motor Ombudsman Website at www.TheMotorOmbudsman.org.

The Motor Ombudsman will offer free impartial information and if appropriate an alternative dispute resolution process in the event that **You** are not satisfied with the outcome of a concern.

For further information, **You** can visit The Motor Ombudsman website at www.TheMotorOmbudsman.org or call their Information Line on 0345 241 3008.



### **Vehicle Warranties**

#### **General Conditions**

#### **Governing Law**

This policy is subject to English Law unless otherwise agreed.

#### Language

All communication between **You** and **Us** will be conducted in English. **We** record telephone conversations to offer **You** additional security, resolve complaints and improve service standards. Conversations may also be monitored for staff training purposes.

For policyholders with disabilities the **Administrator** is able to provide, upon request, audio tapes and large print documentation. Please advise the **Administrator** if **You** require any of these services to be provided so the **Administrator** can communicate with **You** in an appropriate manner.

#### **Financial Services Compensation Scheme**

Motors Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if the **Insurer** is unable to meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim amount, without any upper limit.

For further information about the scheme (including the amounts covered and eligibility to claim) please refer to the FSCS website www.FSCS.org.uk or call 0800 678 1100 or 0207 741 4100, or write to: Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU.

#### **Privacy And Data Protection Notice**

#### **1. Data Protection**

Car Care Plan Limited (the "Data Controller") are committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which the Data Controller processes **Your** personal data. For more information please visit www.view-privacy-policy.co.uk.

#### 2. Use Of Your Personal Data

The Data Controller may use the personal data it holds about You for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide You with information, products or services that You request from the Data Controller or which the Data Controller feels may interest You. The Data Controller will also use Your data to safeguard against fraud and money laundering and to meet the Data Controller's general legal or regulatory obligations.

#### 3. Disclosure of Your Personal Data

The Data Controller may disclose **Your** personal data to third parties involved in providing it with products or services, or to service providers who perform services on the Data Controller's behalf. These include group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

#### 4. International Transfers of Data

The Data Controller may transfer **Your** personal data to destinations outside the European Economic Area ("EEA"). Where the Data Controller transfers **Your** personal data outside of the EEA, the Data Controller will ensure that it is treated securely and in accordance with the Legislation.

#### 5. Your Rights

You have the right to ask the Data Controller not to process Your data for marketing purposes, to see a copy of the personal information held about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask for a copy of Your data to be provided to any controller and to lodge a complaint with the local data protection authority.

#### 6. Retention

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with the Data Controller's data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the contract, or the Data Controller's business relationship with **You**, unless the

data must be retained for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning the Data Controller's use of **Your** personal data, please contact: The Data Protection Officer, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG, England.

#### **Anti-Fraud and Theft Registers**

We may pass information to various anti-fraud and theft registers.

The aim is to help insurers check the information provided and to prevent fraudulent claims. When **Your** request for insurance is considered, these registers may be searched. When **You** tell **Us** about an event, the information relating to the event will be passed on to the registers. It is a condition of this policy that **You** inform **Us** about an event, whether or not it gives rise to a claim.

#### Fraud

You must not act in a fraudulent way. If You or anyone acting for You:

- makes a claim under the policy knowing the claim to be false or exaggerated in any way; or
- makes a statement in support of a claim knowing the statement to be false in any way; or
- provides the Administrator with any documentation in support of a claim knowing the documentation to be forged or false in any way; or

• makes a claim for any loss caused by **Your** deliberate act or with **Your** agreement;

#### Then We or the Administrator:

- will not authorise the claim;
- may not authorise any other claim which has been or may be made under the policy;
- may declare the policy void;
- will be entitled to recover from **You** the amount of any claim already paid under the policy;
- will not return any of Your Premium;
- may let the police know about the circumstances.

## Consumer Insurance (Disclosure and Representations) Act 2012 and Insurance Act 2015

You are required by the provisions of these Acts to take care to supply accurate and complete answers to all the questions in the application and to make sure that all information supplied is true and correct. You must tell Us of any changes to the answers You have given as soon as possible. Failure to advise Us of a change to Your answers may mean that Your policy is invalid and that it does not operate in the event of a claim. We may also recover any money We may have paid under this policy. Under English Law, it is an offence to make a false statement or to withhold any material information in order to obtain a schedule of insurance.

We reserve the right to decline any insurance risk or to change the **Premium** and the terms quoted.



InchcapeCare Tyre Insurance is administered by Car Care Plan Limited. Car Care Plan, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG

Phone: 0344 573 8005