

Welcome

Thank you for choosing Click2protect to provide Your policy. It is important that You read this document as it contains the full terms and conditions of this Insurance.

If You have any questions regarding the cover, please contact the Click2protect Customer Services team on 0845 643 4264. We will be happy to help.

Click2protect, G15 Business & Technology Centre, Bessemer Drive, Stevenage, Hertfordshire, SG1 2DX is authorised and regulated by the Financial Services Authority, Authorisation number 462408.

This Insurance is underwritten by Enterprise Insurance Company Plc (the Insurer), registered in Gibraltar No 89698, whose registered office is Suite 3, 2nd Floor, Icom House, 1-5 Irish Town, Gibraltar, and effected through Car Protect (the administrator for the Insurer).

Enterprise Insurance Company Plc is authorised and regulated by the Financial Services Commission in Gibraltar and is licensed to operate in the United Kingdom by the Financial Services Authority, under Registration No 402277.

Motorway Direct Plc is authorised and regulated by the Financial Services Authority (FSA), authorisation number 311741. Our address is 1 Waterside Court, Bold Street, Sheffield, S9 2LR.

Motorway Direct Plc are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We cannot meet Our obligations to You. This depends on the type of business and circumstances of the claim. Insurance arranging and administration is covered for 90% of the claim with no upper limit. You can learn more about this scheme at www.fscs.org.uk or by phoning 0207 892 7300.

For details of authorised firms visit the FSA website on www.fsa.gov.uk/register/ or by contacting the FSA on 0845 606 1234.

Claims under this Insurance are handled on behalf of the Insurer by Motorway Direct Plc. Please see the section headed 'How to make a claim' on pages 1 - 2 for details.

What is Covered

The Insurance

Subject to the correct premium having been paid, the Insurer will provide cover as detailed in this document.

The purpose of this Insurance is to contribute towards the cost of the repair or replacement of the Tyres fitted to Your Vehicle that have sustained either accidental or malicious damage. This Insurance covers Tyres, including winter Tyres, fitted to the Vehicle provided these are in accordance with the manufacturers original specification and within Legal Limits. Cover is available for passenger cars, motorcycles, light 4 wheel commercials & motorhomes (under 3500 GVW).

The maximum the Insurer will pay including VAT for any single claim will be limited to the amount shown on the Schedule. The maximum aggregate amount payable throughout the Period of Insurance is limited to 5 tyres.

Accidental Damage

Cover provided is for the replacement or repair of damaged tyres including the cost of replacement valve or wheel balancing.

Malicious Damage

Covers the cost of repair or replacement of Tyres that have sustained malicious damage. To claim under this section of this Insurance You must report the incident to the police, and quote Your crime reference number on Your claim form.

Punctures

Covers the cost of repairing punctured Tyres up to a maximum £50.00.

Additional Benefits

Roadside Assistance

If You need to call out help to assist You in dealing with an incident covered by the above, We will pay up to £30.00 towards the cost, within the limit stated on the Schedule.

European Cover

The Geographic area will be extended to Mainland Europe for up to a maximum of 60 days in any one trip.

What is not covered

This Insurance will not cover

1. Any claim occurring within 28 days from the insurance Commencement Date.
2. Damage caused by improper use of the Insured Vehicle, incorrect tyre pressure, wheel alignment, balance, defective steering or suspension.
3. Replacement or repair of Tyres required as a result of faulty manufacture or design.
4. Tyres that do not carry an 'E' mark.
5. Tyres that are below the Legal Limit when the incident occurs.
6. Any repairs if they are covered by any other Insurance policy, warranty or guarantee.
7. Any repairs not authorised by Us prior to the repair work being carried out.
8. Your Vehicle if it is used as a taxi or driving tuition vehicle, it has been modified (unless We have agreed this before Commencement Date), if it is over 3500kg GVW, if it is used in any sort of race or other competition.

How to make a claim

Important

When We authorise a claim We will do so by issuing a unique claim authorisation number. Repairs must not be started until We have given this number to You or Your garage.

If You think that You have a claim which may be covered by this Insurance, You must contact Us in the first instance. The claims telephone number is: 0844 854 1500 or e-mail claims@motorwaydirect.co.uk

We will require the following information, so please have this to hand when telephoning.

- Your Insurance number and Vehicle registration number.
- Current mileage of Your Vehicle.

Please note

Our claims department is open from 9.00 am to 5.00 pm Monday to Friday, and 8.30 am to 12.30 pm on Saturday. The office is closed on Sunday. Outside of these hours please leave a message or send an email. We may require an inspection of the damaged tyres or Your Vehicle. In the event of an emergency, You may proceed with the repairs but You must ensure that the defective Tyre(s) are retained for Our inspection.

You will need to take Your Vehicle to a repairer. We have a nationwide network of nominated repairers who are familiar with Our claims and billing procedures. We recommend these repairers wherever possible. If a suitable Nominated Repairer cannot be located We will agree with You a suitable local alternative.

Take Your Vehicle to the repairer and give them Your permission to investigate the fault and find the cause of the failure. The repairer should then telephone Us to discuss their findings. They must not carry out repairs or replacement until We have given permission to do so by issuing an authority number.

Investigation.

The Insurer will only pay for investigation as part of a valid claim.

Assessing Your claim

We or the Insurer may require an independent opinion of Your claim. We reserve the right to use an Independent Consulting Engineer to inspect the defective Tyre(s) or Your Vehicle before We authorise a claim. Whilst We will make every effort to ensure this happens with the least delay and inconvenience to You, We and the Insurer shall not be liable for any losses You incur through any delay.

Compensation and costs

This Insurance is a contract of compensation, which means that the Insurer's liability is restricted to Tyres of the same or similar quality and type as fitted to the Vehicle at policy inception.

Not all the cost of the repair will always be covered by this Insurance. Additional repair costs and those not covered by this Insurance must be paid for by You.

On completion

Wherever possible, the Insurer will pay the repairer directly up to the amount authorised. You must make arrangements to cover any costs not covered by this Insurance. If You are VAT registered, We will not pay the VAT element of Your claim.

You or the repairer must send Us an original, fully detailed and itemised invoice. Please make sure that You clearly mark on the invoice, to whom We should make payment. Photocopies of invoices will not be accepted. We will only pay the amount authorised for the claim.

Please Note - We may offset any outstanding premium against Your claim settlement.

Understanding This Insurance

What the terms mean

Any word or expression used in this document to which a specific meaning has been attached will have that same meaning throughout this Insurance and will appear with an initial capital letter.

- Application** means Your Application based on the information provided which is understood to be true and complete. Failure to disclose any material fact may result in This Insurance being cancelled.
- Claim Limit(s)** means the maximum single Claim Limit as shown in the Schedule. The maximum amount claimable under this Insurance is limited to five tyres, during the period of cover.
- Commencement Date** means the date on which this Insurance starts as shown in the Schedule.
- Geographical Area** means England, Wales, Northern Ireland, Scotland, Isle of Man and the Channel Islands.
- Insurance** means Your Application, this Insurance, the Schedule and any endorsements issued by Us or the Insurer.
- Insurer / They / Their** means Enterprise Insurance Company Plc, Suite 3, 2nd Floor, Icom House, 1-5 Irish Town, Gibraltar.
- Issue Date** will be confirmed in the Schedule, being the date on which You either concluded the contract of Insurance or the day on which You receive the contractual terms and conditions.
- Legal Limit** means the point at which the Tyre fails to comply with the current Road Traffic regulations.
- Mainland Europe** means Republic of Ireland, all islands of the Mediterranean (excluding Northern Cyprus) and the following countries of Mainland Europe: Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden and Switzerland. Cover does not apply to territories beyond Mainland Europe.
- Period of Insurance** means the length of time that this Insurance operates as shown in the Schedule.
- Schedule** means the part of this Insurance that contains details of You, Your Vehicle, Tyre type / size selected, the Period of Insurance and single Claim Limit.
- Tyre** means any of the Tyres fitted to the insured Vehicle as per the manufacturers specification.
- UK** means the United Kingdom, Channel Islands and Isle of Man.
- Vehicle** means the Vehicle shown in the Schedule.
- We / Us / Our** means Motorway Direct Plc.
- You / Your / Yourself** means the Insurance holder named in the Schedule.

General conditions

By taking out this Insurance You agree to comply with the following conditions. If You do not comply with them, We or the Insurer may choose to cancel This Insurance, refuse to deal with Your claim, or reduce the amount of Your claim.

- If You, or anyone acting on Your behalf or with Your Knowledge or consent has used any fraudulent means, including inflating or exaggerating costs or submitting falsified documents, We will not pay that or any other claim. We will also take any necessary action to recover any previous paid claims, declare the Insurance void and may take legal action and notify the Vehicle Inspectorate Executive Agency. We will not refund any premium.
- The benefits of this Insurance may not be assigned to a third party or another Vehicle. If You sell and/or transfer Your Vehicle to another person, motor dealer or trader during the Period of Insurance all cover will expire upon such sale/transfer and no premium will be refundable.
- This Insurance does not cover the cost of resultant loss or damage, third party claims, bodily injury or the cost of tyre repair or replacement covered by any other insurance or warranty.
- Unless We or the Insurer have agreed otherwise in writing, this Insurance will be governed by English law.
- The Terms and Conditions and all other information concerning this Insurance are supplied in the English Language and the Insurer undertakes to communicate in this language for the duration of the Insurance. The Contracts (Rights of Third Parties) Act 1999 Save for the rights granted to Us under this contract any person or company who is not party to this contract does not have any rights they can enforce under this contract by virtue of the Contracts (Rights of Third Parties) Act 1999 except those they have by law.

Cancellation

- Cancellation Within Statutory Cancellation Period** - You may cancel this Insurance within 14 days of the Issue Date and obtain a full refund of premium paid by contacting Click2Protect on 0845 643 4264. If the Insurer has made a claim payment to You or on Your behalf You will have to return this payment.
- Cancellation Outside the Statutory Cancellation Period** - You may cancel this Insurance at any time by giving Us at least 30 days' written notice. If You cancel the Insurance after the first 14 days of the policy Issue Date, no premium refund will be given and any outstanding premium instalments must be paid to Us in full.

Our commitment to good service

We hope You will be completely happy with this Insurance but if something does go wrong, We would like to know about it. We will do Our best to resolve the issue and make sure it doesn't happen again.

If You need to raise a complaint

We will acknowledge Your concern within five working days. If We can't respond fully then We'll let You know who is dealing with it and when You can expect to hear from them. We will do Our best to respond fully within four weeks. If this is not possible We will let You know why and when You can expect a full response.

Complaints about the sale of this Insurance

If You have any concerns regarding the sale of this Insurance, please in the first instance contact Click2protect on 0845 643 4264.

Complaints about the after sales service of this Insurance

In the first instance, please contact Our Customer Services Manager either by telephone on 0844 854 1502, or by e-mail to customerservices@motorwaydirect.co.uk. Alternatively write to Us at Motorway Direct Plc, 1 Waterside Court, Bold Street, Sheffield, S9 2LR.

Complaints about a claim under this Insurance

In the first instance, please contact Our Claims Manager either by telephone on 0844 854 1500, or by e-mail to claims@motorwaydirect.co.uk. Alternatively write to Us at Motorway Direct Plc, 1 Waterside Court, Bold Street, Sheffield, S9 2LR.

We expect complaints to be quickly and satisfactorily resolved at this level; however You can take the matter further by writing to The Compliance Manager, Enterprise Insurance Company Plc, registered office, R22 - R24 Ragged Staff Wharf, Queensway Quay, Gibraltar, who will arrange an investigation into the matter on behalf of the Executive Directors.

In all of the above instances, if We cannot give You a final decision by eight weeks from the day We receive Your complaint We will explain why and tell You when We hope to reach a decision.

Our decision is final and based on the evidence presented. If You feel that there is any new evidence or information that may change Our decision You have the right to make an appeal.

If You are dissatisfied with the final response to Your complaint, You can also contact the Financial Ombudsman Service for help and advice.

- Phone: 0800 023 4567 or 0300 123 9123
- Email: complaint.info@financial-ombudsman.org.uk
- Post: Insurance Division Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Please note You have six months from the date of Our final response in which to refer Your complaint to the Ombudsman. Referral to the Ombudsman will not affect Your rights to take legal action.

Financial Services Compensation Scheme (FSCS)

The Insurer is covered by the FSCS. You may be entitled to compensation from the scheme if the Insurer cannot complete Their obligations. This depends on the type of business and the circumstances of the claim. For claims against insurers 90% of the claim is covered with no upper limit. Further information about the compensation scheme is available from www.fscs.org.uk or by phoning 0800 678 1100 or 0207 741 4100.

Data Protection

For the purposes of the Data Protection Act 1998, the data controller in relation to the information You supply is Motorway Direct Plc, (Company No: 3424538 England), 1 Waterside Court, Bold Street, Sheffield, S9 2LR. We will share the information You provide, together with other information, only with Our Motorway Direct Plc group companies and for administration purposes only.

We or the Insurer may transfer Your information outside of the European Economic Area, for example the United States of America. We or the Insurer will only do this where it is necessary for the conclusion, or performance of a contract between You and Us or the Insurer, or that We or the Insurer enter into at Your request, in Your interest, or for administrative purposes.

When You have given Us information about another person, You confirm that they have authorised You to act for them, to consent to the processing and use of their personal data in the manner described in this notice and to receive on their behalf any data protection notice.

You have the right to ask for a copy of Your information (for which We will charge a small fee) and to ask that any inaccuracies are corrected. We may record telephone calls for staff training and evidential purposes.

Sensitive data

If You have given Us consent to use Your sensitive personal data (e.g. if appropriate, health data for Our registration under the Motability Scheme), it will only be processed in order to provide the service requested.

Information About Us

Company name:..... Motorway Direct Plc.

Registered office: 1 Waterside Court, Bold Street, Sheffield, S9 2LR (Registered No 3222540 England).

Group VAT registration:..... 804 0501 84

Motorway Direct Plc are authorised and regulated by the Financial Services Authority and is entered in the Financial Services Authority's Register under registration number 311741.

You can find out more about the Financial Services Authority register of financial services firms at www.fsa.gov.uk/register/.

How to contact us

Please read this Insurance document carefully and keep it safe along with the Schedule. You will need these documents should You need to make a claim.

Important telephone numbers

Click2Protect

Customer Services.....0845 643 4264

Motorway Direct

1 Waterside Court, Bold Street, Sheffield, S9 2LR

Claims Line.....0844 854 1500

Claims Fax.....0844 854 1501

Customer Services.....0844 854 1502

e-mail..... customerservices@motorwaydirect.co.uk

e-mail..... claims@motorwaydirect.co.uk

Telephone calls may be monitored and recorded for quality assurance and compliance.