

car2cover

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Tyre Insurance

Terms and Conditions

Tyre Damage Cover

Policy Terms and Conditions

1. POLICY DETAILS

These terms and conditions together with the **Policy Schedule** sets out **Your** insurance cover. Please note the following:

- This is a contract of insurance (“**Policy**”) between **You**, the purchaser named on the **Policy Schedule**, and **Us**, Fortegra Europe Insurance Company Ltd. **Your Statement of Demands and Needs**, which includes the signed declaration and the undertaking to pay the premium, forms the basis of the **Policy**.
- The **Administrator** (Defend Insurance) and **Us** do not provide advice or a personal recommendation about the suitability of this **Policy**. It is **Your** responsibility to ensure the **Policy** meets **Your** needs.
- Please check that the information contained in the **Policy Schedule** is correct and that it meets **Your** requirements. If it doesn’t, please contact the **Policy Retailer** or the **Administrator**.
- Please read these terms and conditions carefully, in conjunction with the **Policy Schedule** and **Statement of Demands and Needs**, and make sure **You** understand and fully comply with them, as failure to do so may jeopardise the payment of any claim which might arise and could lead to the **Policy** becoming void.
- Please note that as in Section 12 - **MISINFORMATION**, **You** have an obligation to provide **Us** with any facts which may be relevant to this insurance.
- Fortegra Financial Corporation (“Fortegra US”), a Company organised under the laws of the State of Delaware, registration number 4885848 with its main principal office located at 10151 Deerwood Park Blvd., Bldg. 100, Suite 330, Jacksonville, FL 32256, holds more than 10% of the voting rights and capital of both **Us** and the **Administrator** by virtue of the common shareholding of Fortegra US.
- Words that have special meanings are in bold, and the definitions can be found in Section 2 - **DEFINITIONS**.

2. DEFINITIONS

Administrator: Defend Insurance s.r.o. Roztylska 1860/1; 148 00 Prague, Czech Republic. Customer Services telephone 0161 451 4804, Customer Services email customerservice@defendinsurance.co.uk.

Defend Insurance s.r.o. is a licensed independent insurance intermediary regulated by the Czech National Bank and is registered by the Financial Conduct Authority for the conduct of general insurance business under Temporary Permissions Regime for inbound European Economic Area (“EEA”) Firms, under the Firm Reference Number 679738. These registration details can be checked on the Financial Conduct Authority’s Financial Services Register. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the United Kingdom for a limited period while seeking full authorisation, are available on the Financial Conduct Authority’s website. Additional details on the extent of Defend Insurance s.r.o.’s authorisation and regulation by the Financial Conduct Authority are available from the **Administrator** on request.

Approved Repairer: A repairer appointed by the **Administrator** or **Us** to undertake repairs or replacements.

Date of Loss: The date of the incident where damage has occurred to the **Tyre**.

Family Member: **Your** spouse or civil partner, or a parent, grandparent, child, grandchild, brother, or sister.

Vehicle: The vehicle purchased, financed or leased by **You** which meets the eligibility criteria set out in this **Policy**.

Policy Schedule: The schedule provided to **You** when **You** purchased this **Policy**, which contains **Your** details, details of the **Vehicle** and the **Policy** term.

Policy Retailer: The company that has arranged this insurance for **You**.

Statement of Demands and Needs: Any statement of demands and needs and declaration accepted by **You** together with any additional information **You** may have supplied to **Us** in support of **Your** application for this **Policy**.

Supplying Dealer: The dealership, broker or leasing company that the **Vehicle** was purchased from.

Territorial Limits: The United Kingdom, Isle of Man and the Channel Islands. Territorial limits will include the countries of the European Economic Area for a period of up to sixty (60) days for any one single trip.

Tyre/Tyres: The tyres fitted to the **Vehicle**, including the spare tyre (if any), which must:

- be DOT ** marked; and
- be E marked ***; and
- contain a serial number; and
- be in a legal, roadworthy condition; and

** A series of letters and numbers which starts with the letters "DOT", meaning the **Tyre** exceeds Department of Transport safety standards.

*** A combination of the letter "e" and a numeric code, meaning the **Tyre** meets all ECE (Economic Commission for Europe) regulations that appear in its description.

We/Us/Our: Fortegra Europe Insurance Company Ltd (Malta Company Registration Number C 84703), Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta. Fortegra Europe Insurance Company Ltd is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business, and is regulated by the Malta Financial Services Authority, Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority under reference number 805770, and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Annual reports on Our solvency and financial position can be found at <https://www.fortegra.eu/solvency-and-financial-condition-report>

You/Your: Any individual who is detailed on the **Policy Schedule** and who has applied for this **Policy** and has agreed to pay the premium under this **Policy**.

3. ELIGIBILITY

You are eligible for cover from the start date of this Policy if:

- **You** are applying as an individual; and
- **You** are eighteen (18) years of age or over; and
- **You** are resident in the United Kingdom, Channel Islands or the Isle of Man; and
- **You** have purchased this **Policy** from the **Policy Retailer** no later than thirty (30) days after purchasing the **Vehicle**.

The Vehicle is eligible for this cover if:

- It is a private car registered in the United Kingdom, Channel Islands or the Isle of Man; and
- It has been purchased from the **Supplying Dealer**.

Please Note: The following vehicles and vehicle uses are NOT eligible for cover:

- Any **Vehicle** that is not a right hand drive vehicle; and
- Emergency vehicles, commercial vehicles, taxis, courier vehicles, buses, minibuses, coaches, trucks, motor homes, trailers, heavy goods vehicles, licensed private hire vehicles, daily rental vehicles, breakdown and recovery vehicles; and
- Vehicles used for dispatch, hire and reward, driving school tuition, chauffeuring, road racing, track days (timed or untimed), rallying, pace-making, speed testing or any other competitive event.
- Any vehicle that has been modified after the purchase date.

4. POLICY TERM

This **Policy** is for the chosen term, up to thirty-six (36) months, as detailed on the **Policy Schedule**. **Your** cover will end at the earliest of any of the below:

- **You** failing to pay **Your** premium when due; or
- **You** or the **Vehicle** no longer meeting the eligibility criteria for **Your Policy**; or
- The **Vehicle** being sold or transferred to a new owner, other than under Section 9 - **TRANSFERRING YOUR POLICY**; or
- The number or value of claims settled by **Us** having reached the limits, as defined in Section 5 – **WHAT IS COVERED**; or
- The **Policy** being cancelled by either **You** or **Us**; or
- The expiry date of the **Policy** as detailed on the **Policy Schedule**.

5. WHAT IS COVERED

| Cover | Benefit Limit |
|--|---|
| <p>Tyre Cover</p> <p>In the event of Accidental or Malicious Damage within the Territorial Limits, We will repair (where possible) or replace the Tyre with one of the same or similar specification.</p> <p>Accidental Damage The sudden and unforeseen damage to the Tyre itself or other damage to the valve, caused accidentally, which would result in a MOT failure and which requires repair or replacement before normal use can be resumed.</p> <p>Malicious Damage The sudden and unforeseen deflation of the Tyre itself or other damage to the valve, caused intentionally by a third party, which would result in a MOT failure and which requires repair or replacement before normal use can be resumed.</p> <p>Note:</p> <ul style="list-style-type: none"> • The repair or replacement includes, where necessary, the cost of a replacement valve, wheel balancing and environmental disposal. • In the event of Malicious Damage, You must notify the police and obtain a crime reference number. | <p>A maximum of five (5) replacement Tyres, the maximum amount per Tyre and in total, being the amounts detailed on the Policy Schedule, including VAT, during the Policy term.</p> <p>Unlimited puncture repairs up to a maximum of £50 per repair including VAT, during the Policy term, but limited to the maximum amount detailed on the Policy Schedule.</p> |
| <p>Transferrable cover</p> <p>You may transfer Your Policy subject to the conditions in Section 9 -TRANSFERRING YOUR POLICY where a Family Member takes ownership of the Vehicle.</p> | |

6. WHAT IS NOT COVERED

| What You are not covered for |
|---|
| <ul style="list-style-type: none"> i. Any claim where the Date of Loss is before the Policy start date. ii. Any Tyre damage which is not reported within thirty (30) days of the Date of Loss. iii. Any Tyre damage where the damage has been accumulated over an extended period, which We or the Administrator deem to be wear and tear. iv. Any claim where the Tyre tread depth does not comply with UK road traffic regulations at the Date of Loss. v. Any claim where it is evident that damage is as a result of uneven wear and tear to the Tyre caused by, but not limited to, the Tyre not being maintained at the correct air pressure, incorrect wheel balancing, defective steering geometry/tracking or defective suspension. vi. Any claim for Malicious Damage that is not accompanied by a crime reference number. vii. Any claim relating to a road traffic accident or as a result of fire, theft or flood. |

- viii. Where no Accidental or Malicious damage has occurred, but due to general wear and tear and deterioration under normal use, the **Tyre** has reached the end of its normal effective working life.
- ix. Any claim arising from manufacturing defects, inherent design faults or where the **Tyre** is subject to recall or replacement by the manufacturer.
- x. Any claim relating to damage caused by neglect or a deliberate, careless act or omission by **You**.
- xi. Any amount that exceeds the benefit level per claim or in total, as detailed in Section 5 – **WHAT IS COVERED**.
- xii. Any amount which is payable by **You** directly to the repairer.
- xiii. If during the **Policy term** the **Vehicle** is used for any of the excluded uses that appear in Section 3 - **ELIGIBILITY**.
- xiv. Any claim relating to a **Tyre** that is not fitted to the **Vehicle**.
- xv. The cost of any routine maintenance or adjustments.
- xvi. Any VAT where **You** are VAT registered and able to reclaim the VAT element.
- xvii. For consequential damage of any kind or any consequential loss, injury or damage.
- xviii. If this insurance is purchased before delivery, no claim wait period will apply. For policies purchased after delivery, you may not make a claim on this policy in the first 14 days from its start date.

6. HOW TO MAKE A CLAIM

| Stage | Explanation |
|--------|--|
| Step 1 | <p>Contact the Administrator as soon as You become aware of Accidental or Malicious Damage: -</p> <ul style="list-style-type: none"> • by telephone on 0161 451 4803; or • by emailing claims@defendinsurance.co.uk <p>The Administrator will provide You with a claim form.</p> |
| Step 2 | <p>The Administrator will provide You with instructions on how to submit your claim information.</p> <p>Please note: -</p> <ul style="list-style-type: none"> • The Administrator will require photographs of the damage in order to assess Your claim. • Where Your Tyre has suffered Malicious Damage, You must obtain a crime reference number from the police and provide this to the Administrator. • Any information the Administrator may reasonably require must be received within thirty (30) days of the Date of Loss. |

Malicious Damage, Unauthorised or Out of Hours Repairs

Occasionally **You** may require emergency assistance out of hours and will be unable to contact the **Administrator** to provide a Claim Authority Number. Under these circumstances or where the Repairer 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 an Independent 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 or replacement cost in line with **Your** claim limit of **Your Policy**, if **You** send the **Administrator** the following information;

- **Your** policy number & **Vehicle** details
- Confirmation of tread depth of the Damaged **Tyre** (s)
- 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.

Points to note about the claims process

- The **Administrator** will appoint an **Approved Repairer** who will be responsible for completing the necessary work in the event of a successful claim.
- **We** or the **Administrator** reserve the right to subject the **Vehicle** to an independent assessment.
- For **Tyre** claims **You** must pay for the repair or replacement in the first instance and send the **Administrator** a copy of the relevant invoice along with any required claim information.
- **We** and the **Administrator** may obtain and share information concerning any claim **You** may make against this **Policy** with the **Policy Retailer** or any **Approved Repairer**, for the purposes of administering **Your Policy** and claim.

8. POLICY CONDITIONS

- The maximum benefit payable by **Us** is detailed in Section 5 – **WHAT IS COVERED** and on the **Policy Schedule**.
- If **You** are covered by any other insurance or warranty for the same or similar benefit(s) provided under this **Policy**, then **We** will only be responsible for paying a fair proportion of any benefit which **We** would otherwise be due to pay.
- **You** will be responsible for payment of any repair work completed by the **Approved Repairer** that falls outside of the scope of this Policy.
- It shall not be possible for **You** to assign or change the benefits of the **Policy** in any way whatsoever, other than as specified in Section 9 - **TRANSFERRING YOUR POLICY**.
- **We** have the right to take proceedings in **Your** name, in order to recover for **Our** benefit, the amount of any payment made under this **Policy**.
- **You** must notify the **Administrator** as soon as possible if any of **Your** details change during the **Policy** term.

9. TRANSFERRING YOUR POLICY

This **Policy** cannot be transferred to another **Vehicle** or to any subsequent owner of the **Vehicle** except where ownership of the **Vehicle** is transferred to a **Family Member**.

Cover may be transferred to that **Family Member** by contacting the **Administrator** within ninety (90) days of change of ownership, so long as that **Family Member** meets the eligibility criteria in Section 3 - **ELIGIBILITY**.

10. CANCELLING YOUR POLICY

You have the right to cancel **Your Policy** at any time. Please see the below table for **Your** refund rights.

Where **You** wish to cancel **Your Policy** within the thirty (30) day period specified below, please notify the **Policy Retailer**.

If **You** wish to cancel after the thirty (30) day period, please contact the **Policy Retailer**.

| Time period | Refund Rights |
|--|--|
| Cancellation within thirty (30) days of the start date on the Policy Schedule or receipt of the Policy terms (whichever is later) | If You cancel within thirty (30) days and have not made a successful claim on Your Policy , You will be entitled to a full refund of premium paid, less £15 to cover costs incurred in relation to Your cancelled policy. |
| Cancellation after thirty (30) days from the start date on the Policy Schedule or receipt of the Policy terms (whichever is later) | <p>If You cancel after thirty (30) days and have not made a successful claim on Your Policy, You will be entitled to a pro rata refund, based on the number of fully unexpired calendar months remaining on Your Policy minus a fixed amount of £35 to cover Our costs incurred in relation to Your cancelled Policy.</p> <p>A pro rata refund example is as follows: -</p> <ul style="list-style-type: none">• 36-month Policy term.• £360 total premium paid for Policy.• Cancellation in month 12 leaves 24 full months remaining.• Pro rata refund of £240 less £35 administration fee.• Amount of refund due to You is £205 |

11. COMPLAINTS PROCEDURE

If **You** wish to make a complaint about the conduct of the sale of this **Policy**, including any information provided as part of the sale, please contact the **Policy Retailer**.

The **Administrator** handles all other complaints relating to this **Policy** on **Our** behalf. If **You** wish to make a complaint, please do so by:

- calling 0161 451 4804; or
- emailing customerservices@defendinsurance.com

The **Administrator** will acknowledge **Your** complaint promptly and will aim to resolve it within eight (8) weeks from first notification.

If the **Administrator** cannot resolve **Your** complaint within this period, they will notify **You** in writing to confirm the reasons why. In this case, or if **Your** complaint is not resolved to **Your** satisfaction, the **Administrator** will advise **You** of **Your** rights to refer **Your** complaint to The Financial Ombudsman Service, free of charge:

- by submitting **Your** complaint online – please see financial-ombudsman.org.uk; or
- by email at complaint.info@financial-ombudsman.org.uk; or
- by telephone on 0207 964 1000; or
- by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR UK.

IMPORTANT: The Financial Ombudsman Service will expect **You** to have followed the above procedure before they accept **Your** case.

Following this complaints procedure does not affect **Your** legal rights.

12. MISINFORMATION

When applying for insurance, varying **Your** cover, 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.

13. APPLICABLE LAW

This **Policy** shall be subject to the law of England and Wales, unless **We** and **You** agree otherwise.

14. COMPENSATION SCHEME

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if, in the unlikely event, Fortegra Europe Insurance Company Ltd cannot meet its liabilities under this **Policy**. The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Financial Services Compensation Scheme is available from the FSCS website www.fscs.org.uk.

The FSCS can be contacted:

- online by completing the form on the FSCS website www.fscs.org.uk/contact-us/; or
- by calling 0800 678 1100; or
- by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY; or
- by live chat via the FSCS website www.fscs.org.uk/contact-us/

15. PRIVACY AND DATA PROTECTION NOTICE

Data Protection

Fortegra Europe Insurance Company Ltd (a joint Data Controller with the **Administrator** and the **Policy Retailer**) is 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 **We** process **Your** personal data.

How **We** Use **Your** Personal Data

We may use the personal data **We** hold about **You** for the purposes of performing **Your** contract of insurance, this includes providing insurance that **You** request of **Us** and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. **We** may also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal and regulatory obligations.

Disclosure of **Your** Personal Data

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

International Transfers of Data

We may transfer **Your** personal data to destinations outside of the United Kingdom or the EEA. Where **We** transfer **Your** personal data outside of the United Kingdom or the EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of **Your** data, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiration of the **Policy**, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** require more information or have any questions concerning **Our** use of **Your** personal data, **Our** full Privacy Policy can be found at <https://www.fortegra.eu/privacy-policy>. Alternatively, please contact The Data Protection Officer, Fortegra Europe Insurance Company Limited, Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imnsida, Gzira, GZR 1401, Malta or via email at dpofficer@fortegramalta.com.

For information on the other data controller parties please see the full privacy policies of the **Administrator** <https://www.defendinsurance.eu/ew/0a1434ce-15fd-40bd-9ea8-ab58ddda1e78-nc> and the privacy policy for the **Policy Retailer** can be found on their website.

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car2cover
insurance designed, refined & perfected