

PRESTIGE TYRE DAMAGE TERMS AND CONDITIONS – WHICH INCLUDE DETAILS OF YOUR RIGHT TO CANCEL COVER

This Policy covers the cost of Tyre repair and/or replacement following accidental or malicious damage, including punctures.

DEFINITIONS

In this Policy the following expressions shall have the following meanings:

'Administrator' means Adrian Flux Insurance Services Group, East Winch Hall, East Winch, King's Lynn, Norfolk, PE32 1HN, who are authorised and regulated by the Financial Conduct Authority with FCA number 307071. Adrian Flux Insurance Services Group whose registered office is at East Winch Hall, East Winch, King's Lynn, Norfolk PE32 1HN.

'Authority Number' means the number issued by the Claims Administrator to confirm a Valid Claim under this Policy

'Claims Administrator' means Abraxas Insurance Administration Services Ltd PO Box 520, Bristol, BS34 9BW, who acts on behalf of the Insurer. Abraxas Insurance Administration Services Limited is authorised and regulated by the Financial Conduct Authority with FCA number 308702. Abraxas Insurance Administration Services Limited is registered in England and Wales with company number 02928787 and whose registered office is at One Glass Wharf, Bristol, BS2 0ZX.

'Cost of Repairs' means charges for Tyre(s) and/or labour to repair the Tyre(s), exclusive of any part of such charges which represents Value Added Tax (VAT) recoverable by the Insured and any part of such charges during the Period of Insurance.

'Cost of Replacements' means charges for Tyre(s) and/or labour to replace the Tyre(s), exclusive of any part of such charges which represents Value Added Tax (VAT) recoverable by the Insured and any part of such charges that may exceed the aggregate claim limit that applies to this Policy.

'Eligible Vehicle' means a vehicle being:-

- cars, motorised caravans, light vans, estate cars, minibuses, 4x4 sport utility vehicles, motorcycles, motor scooters or motor trikes;
- registered in the Territorial Limits;
- not used for hire or reward;
- not exceeding a gross vehicle weight of 3500kg;
- not on the list of specific vehicles (under Section 4 General Exclusions A) not covered by this Policy.

'Incident' means the Incident in which the Insured Vehicle sustains Tyre damage and which is covered by this Policy as listed (under Section 1 Benefits), which results in the Insured making a Valid Claim.

'Insured' means the individual or company named on the certificate of insurance.

'Insurer' means MAPFRE ASISTENCIA Compañía Internacional de Seguros y Reaseguros Sociedad Anonima who is authorised by Dirección General de Seguros y Fondos de Pensiones and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request. MAPFRE ASISTENCIA Compañía Internacional de Seguros y Reaseguros Sociedad Anonima is incorporated and registered in the Kingdom of Spain and registered as a foreign company in the United Kingdom with company number FC021974, acting through its UK branch with branch number BR008042 and whose principal office is at Alpha House, 5th Floor, 24A Lime Street, London, EC3M 7HS.

'Insured Vehicle' means the Eligible Vehicle specified on the certificate of insurance.

'Period of Insurance' means the period from the Start Date until the earliest of the following dates:

- a) the Period of Insurance covered from the Start Date of this Policy as detailed on the certificate of insurance, has expired, or;
- b) cancellation of the Policy.

'Policy' means this written agreement with the Insurer to provide Prestige Tyre Damage Insurance to the Insured, during the Period of Insurance within the Territorial Limits.

'Premium' means the amount payable by the Insured (and any taxes or charges thereon) for cover under this Policy.

'Repairer' means an approved Repairer approved by the Claims Administrator.

'Start Date' means the date cover commences as shown on the certificate of insurance.

'Territorial Limits' means Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

'Tyre(s)' means the Tyre(s) fitted to the Insured Vehicle. (not including 'wear and tear').

'Valid Claim' means a claim for any Incident which is covered by this Policy and listed (under Section 1 Benefits) and has been accepted by the Administrator.

SECTION 1 – BENEFITS

- The Insurer will cover the Cost of Repairs of the Tyre(s) fitted to the Insured Vehicle in the event that the Tyre(s) sustain accidental and/or malicious damage.
- The Insurer will cover the Cost of Replacements up to a maximum amount per Tyre as specified on the certificate of insurance (inclusive of VAT and shipping costs) and up to a maximum aggregate number of Tyre(s) during the Period of Insurance as specified on the certificate of insurance.

SECTION 2 – HOW TO CLAIM

Please read these details carefully and follow the procedures outlined below – failure to comply with the procedures may invalidate the claim. A claim can only be made under the Policy within seven days of the damage occurring.

1. To claim for malicious damage, the Incident must be reported to the police and the Insured must obtain a crime reference.
2. The Insured will need to call the Claims Administrator and obtain details of the approved Repairer on **01454 642327** during normal office hours* and the Claims Administrator will advise of the nearest authorised Repairer.
3. Take the Insured Vehicle to the approved Repairer, who will check the Policy documents and then call the Claims Administrator on **01454 642327** during normal office hours* for an Authority Number. Once an Authority Number has been obtained the approved Repairer will then, repair / replace the Tyre and invoice the Claims Administrator directly for the costs.
4. Any additional costs not covered by, or in excess of, the terms and conditions of the Policy, or VAT, where the Insured registered for VAT, must be settled directly with the Repairer at the time.
5. If the cost of the Tyre replacement exceeds the Policy limits the above process will not apply. In this event the Claims Administrator will reimburse the Insured up to the claim limit.
6. In the event that the Insured needs to make a claim outside of normal office hours*, the Insured will need to send the Claims Administrator the original invoices, receipts and any other additional documentation of the repairs / replacements along with a photo of the damaged Tyre. In this event the Claims Administrator will reimburse the Insured up to the claim limit for any Valid Claim.

IMPORTANT INFORMATION

A claims Authority Number must be obtained before the repairs/replacements take place.

*Normal office hours are Monday to Friday 9.00am to 5.30pm

SECTION 3 - GENERAL CONDITIONS

1. All benefits under this Policy shall be forfeited and the Insurer shall be released from all obligations to the Insured if:-
 - a) the procedures, as described (under Section 2 How to Claim) are not fully complied with, or;
 - b) any information under this Policy is fraudulent or is intended to mislead the Insurer, the Administrator or the Claims Administrator or if fraudulent or misleading means are used by the Insured or anyone acting on the Insured's behalf to obtain benefit under this Policy, the Insured's right to any benefit under this Policy shall end and the Insurer shall be entitled to recover any benefit paid, and costs incurred as a result of any such fraudulent or misleading means.
2. The Insurer reserves the right to examine the Insured Vehicle and subject the Tyre(s) to independent expert assessment before commencement of repairs. It shall be clearly understood and agreed that in the event of any dispute arising as to the extent of the Insurer liability, the decision of the independent assessor shall be final on both the Insurer and the Insured.
3. The Insured is responsible for the first £20 (per Tyre) of any Valid Claim made under this Policy
4. Only accidental and/or malicious damage to the Tyre(s) will be covered.
5. Only Tyre(s) fitted to the Insured Vehicle will be covered.
6. The Policy is not transferable to any subsequent owner of the Insured Vehicle or to any other vehicle.
7. This Policy is not renewable.
8. If any information provided to the Insurer, the Administrator or the Claims Administrator by the Insured or anyone acting on behalf of the Insured is inaccurate or if the Insured fails to disclose any information in response to a specific request which might reasonably affect the Insurer's decision to provide insurance under this Policy, the Insured's right to any benefit under this Policy will end.
9. The parties hereto are free to choose the law applicable to this insurance contract. However, unless specifically agreed to the contrary, this insurance shall be subject to English Law and the jurisdiction of the English courts.
10. The replacement Tyre(s) must be sourced within Europe.

SECTION 4 – GENERAL EXCLUSIONS

This Policy does not cover the cost where:-

1. loss or damage has occurred within the first 30 days from the Start Date of this Policy.
2. the accidental or malicious damage of the Tyre(s) occurred before the Start Date of this Policy.
3. any loss or damage occurs while the Insured Vehicle is being:
 - a) used for any type of competition or rallies, racing, any type of track day, off road activities, speed testing, pacemaking or reliability trials;
 - b) used for commercial business use of hire and reward including and not limited to taxi, courier services and private hire;
 - c) an emergency vehicle.
4. any Cost of Repairs or Cost of Replacement were not authorised by the Claims Administrator.
5. any additional Cost of Replacement is in excess of the Benefit of this Policy.
6. any costs were not covered by this Policy.
7. any VAT was claimed if the Insured are VAT registered.
8. the Cost of Repair or Cost of Replacement is recoverable under any other insurance or warranty.
9. damage is caused by using the Tyre(s) at the incorrect pressure.
10. loss or damage is caused by fire or theft.
11. loss or damage that has occurred is covered by the Insured's motor insurance.
12. loss or damage occurs outside the Territorial Limits of the Policy.
13. loss or damage is caused by faulty manufacture or design.
14. damage is caused by incorrect wheel balancing, defective steering geometry/tracking, or defective suspension.
15. Tyre(s) do not carry the 'European E' mark.
16. Tyre(s) are below 2.5mm at any part of the Tyre circumference/ tread pattern when the incident occurs.
17. damage is caused by war, invasion, act of foreign enemy hostilities (whether war be declared or not), terrorist activity, civil war, rebellion, revolution, insurrection, military or usurped power.
18. loss or destruction of, or damage or any loss or expense whatsoever results from:-
 - a) Ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
19. the Insured has not satisfied the requirements of Section 2 How to Claim.
20. any indirect losses incurred as a result of the damage to the Tyre(s). An example of this would be damage to suspension components.
21. the Insured has more than the maximum amount as specified on the certificate of insurance for Tyre replacements during the Period of Insurance.

A: The following vehicles are excluded: All off-road motorcycles, Stretched Limousines, military vehicles and vehicles used by the emergency services.

SECTION 5 – PREMIUMS

Any collection of monthly premiums may be undertaken by a third party administrator.

SECTION 6 - CUSTOMER CARE

If the Insured has a complaint about how the Policy was sold, the Insured should contact the following:-

The Administrator

Adrian Flux Insurance Services Group

- Tel: 0844 748 0002
- Address: East Winch Hall, East Winch, Kings Lynn, Norfolk PE32 1HN

Or in the unlikely event of a dispute occurring regarding the terms of this Policy or the claims service received the Insured should contact the following:

Customer Relations Officer

Abraxas Insurance Administration Services Ltd

- Tel: 0845 1368431
- Address: PO Box 520, Bristol, BS34 9BW

If the Insured remains dissatisfied with the way a complaint has been dealt with, then the Insured may refer the complaint to the Financial Ombudsman Service within 6 months of the date of the final response.

The Financial Ombudsman Service

Exchange Tower
London
E14 9SR

Tel – 0800 023 4567

www.financial-ombudsman.org.uk

This procedure is in addition to any other legal rights the Insured may have to take legal proceedings.

Any telephone calls made in connection with this Policy may be monitored or recorded to assist with staff training and for quality control purposes.

If the Insured suffers from any disability affecting their ability to read these Policy terms and conditions and/or to take any action under them please contact, or arrange for some person on the Insured's behalf, to contact the Administrator for assistance.

SECTION 7 – COMPENSATION

MAPFRE ASISTENCIA is covered under the Financial Services Compensation Scheme. This provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. 90% of the claim will be met with no upper limit. Compensation is only available to commercial customers in limited circumstances. Further information can be obtained from the Insurer, or from the Financial Services Compensation Scheme at the following address:

Financial Services Compensation Scheme
10th Floor, Beaufort House
15 St Botolph Street, London EC3A 7QU

SECTION 8 - DATA PROTECTION

Some or all of the information which You supply to the Insurer, Claims Administrator or the Administrator in connection with this Policy will be held on their computer records. It may be used for underwriting, claims purposes or marketing purposes. Your information may be transferred outside of the European Economic Area. This will only happen when it is necessary for the conclusion, or performance of a contract that is entered into at Your request or in Your interests, administrative or marketing purposes where you have given consent.

Your personal details may be used to deal with your Policy. Your details will be stored on computer but will not keep them for longer than necessary.

Under the terms of the Data Protection Act, You are entitled to a copy of any information held by the Insurer, Claims Administrator and Administrator. There may be a charge of £10 for this service, which will apply for each of the Insurer, Claims Administrator and Administrator. Contact details can be found within the Definitions section of this document and Your Certificate of Insurance.

The Administrator may use Your personal details to support the development of the business.

The Insurer may share Your details with other companies within the MAPFRE group, so that You can be informed of products and services which may be of interest to You by telephone or post. If You do not want to know about these products or services, please contact the Insurer. Under the Data Protection Act, the Insurer can only discuss Your details with You. If You would like anyone else to act on Your behalf, please contact the Insurer. Your information will at all times be held securely and handled with the utmost care in accordance with all principles of the English Law.

Telephone calls may be recorded for training and quality purposes.

SECTION 9 - CANCELLATION

The Insured has a right to cancel cover and to receive a full refund of Premium under this Policy provided no claims are known or reported by giving written notice of cancellation within the 14 day cooling off period from the Start Date or when the Insured receives the Policy documents (whichever is the latest), to Adrian Flux Insurance Services East Winch Hall, East Winch, King's Lynn, Norfolk, PE32 1HN, quoting the certificate number. If the Insured does not cancel cover within this period then cover will continue until its natural expiry, unless the Insured subsequently cancels the Policy.

If the Policy is cancelled after the 14 day cooling off period, provided no claims are known, pending or reported, the Insured will be entitled to a daily pro rata refund of the paid Premium from the Start Date.

Any refund due will be calculated from the date the Administrator receives the letter of cancellation, email or phone call, whichever is the earliest date, however no refund will be issued until the Administrator has obtained written confirmation of cancellation from the Insured.

Once a Valid Claim has been made under this Policy then no refund of the paid Premium will be due and once this Policy is cancelled the Insured will not be entitled to make a claim under this Policy.

PLEASE NOTE: all cancellations made after the 14 day cooling off period are subject to a £35.00 Administration charge, which will be deducted from any pro rata refund due.