



POLICY SUMMARY



This is a Key Facts document about the Tyre Insurance Policy and does not contain the full terms and conditions of the policy, which can be found in the insurance policy itself. It is important that you read the full policy document carefully if you decide to buy the policy.

Name of the Insurer

The insurer is Acasta European Insurance Company Limited, European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar GX11 1AA(registered no. 96218), which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority.

Administrator

The Administrator is RA Claims Limited, RA Claims Limited, V12 B Merlin Park, Ringtail Road, Burscough, Lancs, L408JY. Tel: 0333 9874020

Type of cover provided

This policy will provide a benefit, in accordance with its terms and conditions and subject to its exclusions if, during the period of insurance, you sustain either accidental or malicious damage to any of the original tyres fitted to the Insured Vehicle. The cover includes the Cost of replacement or repair up to the claim limit shown on the Policy Schedule, as long as the tyre tread depth is above the UK "Legal Roadworthy limit" at the time of the claim.

Significant features and benefits

We will protect You in the event of sustaining either accidental or malicious damage to any of the original tyres fitted to the Insured Vehicle. The cover includes the Cost of replacement or repair up to the claim limit shown on the Policy Schedule, as long as the tyre tread depth is above the UK "Legal Roadworthy limit" at the time of the claim up to the following limits:

- Replacement:
12 months or 2 tyre claims or £800 in aggregate, whichever is the lower or;
24 months with 2 tyre claims per annum with a total of 4 tyre claims and £1,600 in aggregate, whichever is the lower or;
36 months with 2 tyre claims per annum with a total of 6 tyre claims and £2,400 in aggregate, whichever is the lower.
- Repair - Pays the cost of punctures repairs to Your tyre up to £50 (including VAT).
- Any Benefit paid under the Repair section, will be included in the aggregate claims limit.
- No Policy excess.
- Access to an established national Repairer network.

Please note that "Run-Flat Tyres" will be repaired wherever possible. In the event that a "Run-Flat Tyre" cannot be repaired, or the manufacturer states they should not be repaired, we will pay for an equivalent replacement tyre, subject to availability.

Any costs for a replacement tyre will be based on the Dealer supply price or the Kwik-Fit supply price (or an alternative National supplier as appointed by the Administrator), or the claim limit, whichever is the lower.

Summary of significant exclusions and limitations

The following will not be covered:

- Vehicles over seven years old or vehicles which have travelled over 80,000 miles at the start of the Policy - see Eligible Vehicles
- Wear and tear of tyres - see Parts Covered
- Damage caused by using the tyre at the incorrect pressure - see General Exclusion 2
- Loss or damage caused by a road traffic accident, fire or theft - see General Exclusion 3
- Tyres which are below the UK "Legal Roadworthy limit" when the incident occurs - see General Exclusions 8
- Tyres that do not carry the European E mark - see General Exclusion 6
- Certain makes and models of vehicles - see General Exclusion 12

- Consequential damage is not covered by this policy. For tyres other than "Run-Flat Tyres" that are driven flat, We will only pay for the costs of a puncture repair and not the costs of a replacement tyre - see General Exclusion 15
- Where the Vehicle is not driven in accordance with the manufacturer's recommendation - see General Exclusion 16
- Where the correct claims procedure is not followed - see General Exclusion 17

Duration of policy

Cover will be provided for a period of up to 3 years, as specified in your Policy Schedule.

The Policy benefits come in to force a minimum of 48 hours after You purchase Your Policy.

Eligibility

To be eligible for cover under this policy you must:

1. Eligible Vehicle(s): Vehicles owned by or the responsibility of the Policyholder or his/her immediate family, being:
 2. cars; motorcycles, motorised caravans; light commercial vehicles; estate cars; 4x4 sport utility vehicles; towed caravans or trailers of proprietary make;
 3. not used by You for Hire or Reward;
 4. registered in the Geographical Limits and normally kept at the Policyholder's home address;
 5. in good condition and legally roadworthy immediately prior to the insured incident;
 6. maintained and operated in accordance with the manufacturer's recommendations;
 7. each not exceeding (including any load carried) the following gross vehicle weight and dimensions: 5,000 kg, length 7m, height 3m, width 2.25m (excluding motorhomes).
 8. carrying not more than the number of persons recommended by the manufacturer and for whom seats are available, with a maximum of eight persons, including the driver;
 9. vehicles up to 7 years or 80,000 miles at inception.
 10. The covered vehicle must not be worth more than £100,000; must not use the covered vehicle for pace making, racing, speed testing, or reliability trials, for emergency services or for Hire or Reward.
 11. The covered vehicle must have been purchased by you within England, Wales, Northern Ireland, Scotland, the Channel Islands or the Isle of Man.

Cancellation

Cancellation by You

If You find that this insurance does not meet Your needs, please contact Our Administrators, in writing, within 30 days of receiving the Policy Schedule and We will cancel cover and You will receive a full refund of any premium paid and cover under this insurance will cease from the date of delivery or posting of the notice of cancellation. There will be no refund of premium if You have already made a claim.

If You wish to cancel this insurance at any time after the 30-day period, You can do so by giving immediate written notice to the Administrators. Although no rebate of any premium paid will be given, You can transfer the remaining term of this policy to any replacement vehicle that You purchase, so long as it meets the eligibility criteria of this policy. Please see "Transfer of Cover" in this policy for full details.

If the purchase of this Policy was made by way of a Premium Financing Agreement and You wish to cancel at any time, then in the first instance any rebate will be used to settle the Premium Financing Agreement and any amount remaining will then be rebated in the form of a cheque, made payable to the Policyholder.

Cancellation by Us

We may cancel this insurance (and there will be NO refund of any premium paid), if in Our opinion You have at any time:

1. Deliberately or recklessly given Us false or incomplete information
2. Agreed to help anyone try to take money from Us dishonestly,
3. Failed to meet the terms and conditions of this insurance; or
4. Failed to act honestly towards Us.

We may also cancel this insurance at any time, by giving You at least 14 days' written notice to Your last known address and You will receive a pro-rata refund of any premium paid (so long as no claim has been made), if there is a change in the law or regulation or due to such We are unable to continue to provide this Insurance.

Making a claim

Before any benefit will be paid, the claim will need to be authorised by us or our administrator. You must notify us of a potential claim within 7 days of the incident leading to a claim being made.

Please read these details carefully and follow the procedures outlined below.

Please note - if You do not follow the procedures You will invalidate Your Policy. You can only make a claim under this Policy within seven days of the damage occurring.

1. You will need this policy with the Proposal Form before You can make a claim.
2. If You are claiming due to malicious damage, the incident must be reported to the Police, within 24 hours of You becoming aware of the incident and a Crime Reference Number must be quoted on the claim form.
3. You will be responsible for establishing that the parts involved in the repair are covered by this policy. You will need to obtain Our prior authorisation by calling Us on 0333 9874020 and We will advise You of the nearest authorised Repairer.
4. Simply take the Insured Vehicle to the authorised Repairer, who will check the documents above, replace the Insured Part/s and invoice Us directly for the costs.
5. Any additional costs not covered by, or in excess of, the terms of Your policy, or VAT, where the Policyholder is registered for VAT, must be settled direct with the Repairer at the time.
6. All claims documentation must be received by the claims department within 28 days of the date of completion of the authorised repairs otherwise they may not be paid. Claims documentation received beyond this date will be subject to review in term of the reason for delay and it will be at Our discretion to accept such claims.
7. Out-of-hours claims. The Administrator's hours are 9am - 5pm Monday to Friday. If a claim arises outside these hours, the claim must be registered on the answering service.
8. Please send all completed documentation to the Administrators at their address

Complaints procedure

If you have a cause for complaint, you should contact the Administrator, as above. Should you be dissatisfied with their response you may have the right to refer your complaint to the Financial Ombudsman Service. This right is in addition to your legal right as a consumer.

Financial Services Compensation Scheme

The Insurer is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the Insurer is unable to meet their obligations under this insurance, an Insured Person may be entitled to compensation from the Compensation Scheme. The FSCS can be visited on the web at www.fscs.org.uk or contacted by telephone on 0207 892 7300.

Law Applicable

The policy shall be subject to the law of England and Wales.



TYRE INSURANCE POLICY

INTRODUCTION

This policy is a contract between you and the Insurer, Acasta European Insurance Company Limited, Acasta European Insurance Company Limited, European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar GX11 1AA (registered no. 96218), which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company Limited on request. This policy is evidence of a contract of insurance and will only become effective when we have received payment in full. This policy is in addition to your legal rights and is not to be substituted for the supplier's liability if the Insured Vehicle is found to be unfit for the purpose for which it was intended, or is not as described or is not of satisfactory quality.

OTHER IMPORTANT INFORMATION

Acasta European Insurance Company Limited is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company Limited on request.

Acasta European Insurance Company Limited is covered by the Financial Services Compensation Scheme, if it is unable to meet its obligations under this policy, an

insured person may be entitled to compensation from the Scheme. Acasta European Insurance Company Limited address is: European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar GX11 1AA

1. RA Claims Limited ("Administrator") will administer this Policy for You and will be the point of contact for any queries relating to this Policy. You can contact RA Claims Limited at their registered address: V12 B Merlin Park, Ringtail Road, Burscough, Lancs, L408JY. Tel: 0333 9874020
RA Claims Limited is an appointed representative of Rest Ashored Limited, who are authorised and regulated by the Financial Conduct Authority (FCA No 732530). You can visit the Financial Conduct Authority's website at www.fca.org.uk.

2. Where words in this document have been capitalised, such as 'Policy Schedule', it means they have been given a special meaning which is explained in the section entitled 'Meaning of Words'. Throughout this document 'We', 'Us', 'Our' or 'Insurer' means Acasta European Insurance Company Limited and 'You' or 'Your' means the Insured.

3. This Tyre Insurance Policy comprises of:

- a. the Policy wording set out in this document, which contains details of the Benefit, terms, conditions and exclusions of this Policy;
- b. Your Policy Schedule, showing who is covered under the Policy, the Period of Insurance and the maximum Benefit payable; and
- c. Any additional endorsements.

4. Please read these documents fully and carefully to familiarise yourself with the details of Your Policy, and what is and is not covered.

5. Please note that there are specific conditions and exclusions which apply to specific sections of the Policy and there are general conditions and exclusions which apply to the Policy as a whole. Your Policy Schedule is Your evidence that You have been accepted for cover. This Policy is effective during the Period of Insurance specified in Your Policy Schedule.

6. This policy will provide a benefit, in accordance with its terms and conditions and subject to its exclusions if, during the period of insurance, you sustain either accidental or malicious damage to any of the original tyres fitted to the Insured Vehicle. The cover includes the Cost of replacement or repair up to the claim limit shown on the Policy Schedule, as long as the tyre tread depth is above the UK "Legal Roadworthy limit" at the time of the claim.

7. We will pay the Benefit specified in the Policy Schedule attached to and forming part of this Policy subject to:

- 1. Payment of the Premium specified; and
- 2. The terms, conditions and exclusions of this Policy.

This Policy is subject to the law of England and Wales.

POLICY TERMS AND CONDITIONS

MEANING OF WORDS

Wherever the following words and phrases appear with a capital letter, they will always have the following meanings.

Administrator and Claims Agent: RA Claims Limited, V12 B Merlin Park, Ringtail Road, Burscough, Lancs, L408JY. Tel: 0333 9874020

Cost of Repairs: The usual and reasonable charges for components and/or labour to repair or replace the insured components, exclusive of any part of such charges which represents value added tax recoverable by the Policyholder and any part of such charges that may exceed the aggregate claim limit that applies to this policy.

Data Controller: The Insurer, who determines the purposes and means of processing Your personal data.

Eligible Vehicle(s): Vehicles owned by or the responsibility of the Policyholder or his/her immediate family, being:

- cars; motorcycles, motorised caravans; light commercial vehicles; estate cars; 4x4 sport utility vehicles; towed caravans or trailers of proprietary make;
- not used by You for Hire or Reward;
- registered in the Geographical Limits and normally kept at the Policyholder's home address;
- in good condition and legally roadworthy immediately prior to the insured incident;

- maintained and operated in accordance with the manufacturer's recommendations;

- each not exceeding (including any load carried) the following gross vehicle weight and dimensions: 3500 kg, length 7m, height 3m, width 2.25m (excluding motorhomes).

- carrying not more than the number of persons recommended by the manufacturer and for whom seats are available, with a maximum of eight persons, including the driver;

- vehicles up to 7 years or 80,000 miles at inception.

Please also see General Exclusions for a list of specific vehicles not covered by this policy.

Geographical Limits: Great Britain, Northern Ireland, Isle of Man, Channel Islands, member countries of the European Community and any other country for which an International Motor Insurance Card ("Green Card") issued under the Motor Insurance Policy is effective at the date of the Total Loss.

Hire or Reward: Means the use of the vehicle for the purpose of a taxi, driving school, private hire, courier services, daily rental / self-drive hire, as an emergency service vehicle, or as designed to carry more than 8 people including the driver.

Insured Person, Policyholder or You/Your: The person named on the Policy Schedule.

Insured Vehicle: The Eligible Vehicle specified on the Policy Schedule.

Parts Covered: Tyres (not 'wear and tear').

Period of Insurance: The period from the date of policy inception as shown on Your Policy Schedule, or until each tyre is below 2mm at any part of the tyre circumference, whichever occurs first. Any claim within the first 48 hours would be excluded.

Repairer: A Repairer approved by the Administrator.

Policy Schedule: The document issued with this policy which contains the variable information specific to the Policyholder and the Insured Vehicle.

We, Our or Us: means Acasta European Insurance Company Limited, European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar GX11 1AA(registered no. 96218), which is authorised and regulated by the Gibraltar Financial Services Commission



POLICY TERMS AND CONDITIONS

1. WHAT IS COVERED

We will protect You in the event of sustaining either accidental or malicious damage to any of the original tyres fitted to the Insured Vehicle. The cover includes the Cost of replacement or repair up to the claim limit shown on the Policy Schedule, as long as the tyre tread depth is above the UK "Legal Roadworthy limit" at the time of the claim up to the following limits:

- Replacement – £400 maximum individual claim limit 12 months or 2 tyre claims or £800 in aggregate, whichever is the lower or:
24 months with 2 tyre claims per annum with a total of 4 tyre claims and £1,600 in aggregate, whichever is the lower or:
36 months with 2 tyre claims per annum with a total of 6 tyre claims and £2,400 in aggregate, whichever is the lower.
- Repair - Pays the cost of punctures repairs to Your tyre up to £50 (including VAT).
- Any Benefit paid under the Repair section, will be included in the aggregate claims limit.
- No Policy excess.
- Access to an established national Repairer network.

Please note that "Run-Flat Tyres" will be repaired wherever possible. In the event that a "Run-Flat Tyre" cannot be repaired, or the manufacturer states they should not be repaired, we will pay for an equivalent replacement tyre, subject to availability.

Any costs for a replacement tyre will be based on the Dealer supply price or the Kwik-Fit supply price (or an alternative National supplier as appointed by the Administrator), or the claim limit, whichever is the lower.

We will only pay for the replacement / repair of each original tyre once and a fee of £20 is payable, to the Insurer, to register any replacement tyre for cover under this insurance.

2. WHAT IS NOT COVERED – General Exclusions

1. The Cost of Repair is recoverable under any other insurance or warranty.
2. Damage caused by using the tyre at the incorrect pressure.
3. Loss or damage caused by a road traffic accident, fire or theft.
4. Faulty manufacture or design.
5. Damage caused by incorrect wheel balance, defective steering geometry/tracking, or defective suspension.
6. Tyres that do not carry the 'European E' mark.
7. Only one tyre is damaged but it is recommended that the tyre on the opposite side be replaced also, we will only pay for the faulty tyre.
8. Tyres which are below the UK "Legal Roadworthy limit" when the incident occurs.
9. Tyres fitted for racing, speed testing, reliability trials, hire or reward, off-road activities, dispatch or courier services or driving tuition.
10. Damage 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.
11. Loss or destruction of or damage or any loss or expense whatsoever resulting 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.

12. You have not satisfied the requirements of the "How to Claim".
13. The following vehicles are excluded: all American, Australian and Canadian vehicles (unless built for the UK market); Lamborghini; Maserati; Stretched Limousines; military vehicles; vehicles used by the emergency services or any vehicle used for Hire & Reward;
14. Any consequential losses incurred as a result of the damage to the Parts Covered.
15. Consequential damage is not covered by this policy. For tyres other than "Run-Flat Tyres" that are driven flat, We will only pay for the costs of a puncture repair and not the costs of a replacement tyre.
16. Where the Vehicle is not driven in accordance with the manufacturers recommendation, particularly in relation to "run-flat" tyres.
17. Any amount where the supply price of the replacement tyre exceeds the claim limit, the price quoted by the dealer or the supply price from Kwik-Fit (or an alternative National supplier as appointed by the Administrator), whichever is the lowest

3. GENERAL TERMS AND CONDITIONS

1. These Conditions shall also incorporate as express terms and conditions all the contracts of this policy which You will be deemed to have read and understood.
2. All benefits under this policy may be forfeited and We may be released from all obligations to You if:
 - a) Procedures, as described in Section 1 and Section 2 are not fully complied with; or
 - b) You or anyone on your behalf knowingly or recklessly gives false or misleading information in respect of your policy application or claim; or
 - c) You fail to have the Insured Vehicle serviced in accordance with the manufacturer's recommendations.
3. Claims will only be accepted on parts defined in the Parts Covered section.
4. We reserve the right to examine the Insured Vehicle and subject the Parts Covered 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 Our liability, the decision of the independent assessor shall be final on both Us and the Policyholder.
5. This policy is not transferable to a new vehicle or a new Policyholder.
6. Upon payment of a claim in accordance with the conditions of this policy We shall, to the extent of the payment, be entitled (subrogated) to the rights and remedies of the Policyholder against third parties including the perpetrator of malicious damage. Upon Our request, and at Our cost, the Policyholder shall exercise all reasonable steps to assist Us in the exercise of such rights and remedies and will allow their name to be used in any legal proceedings. The Policyholder shall not do anything which might compromise such rights and remedies.

4. CLAIMS PROCEDURE

Please read these details carefully and follow the procedures outlined below.

Please note - if You do not follow the procedures You will invalidate Your Policy. You can only make a claim under this Policy within seven days of the damage occurring.

1. You will need this policy with the Proposal Form before You can make a claim.
2. If You are claiming due to malicious damage, the incident must be reported to the Police, within 24 hours of You becoming aware of the incident and a Crime Reference Number must be quoted on the claim form.
3. You will be responsible for establishing that the parts involved in the repair are covered by this policy. You will need to obtain Our prior authorisation by calling Us on 0333 9874020 and We will advise You of the nearest authorised Repairer.
4. Simply take the Insured Vehicle to the authorised Repairer, who will check the documents above, replace the Insured Part/s and invoice Us directly for the costs.
5. Any additional costs not covered by, or in excess of, the terms of Your policy, or VAT, where the Policyholder is registered for VAT, must be settled direct with the Repairer at the time.
6. All claims documentation must be received by the claims department within 28 days of the date of completion of the authorised repairs otherwise they may not be paid. Claims documentation received beyond this date will be subject to review in term of the reason for delay and it will be at Our discretion to accept such claims.
7. Out-of-hours claims. The Administrator's hours are 9am - 5pm Monday to Friday. If a claim arises outside these hours, the claim must be registered on the answering service.
8. Please send all completed documentation to the Administrators at their address.

5. SUBROGATION

- 5.1 We, at Our own expense, may take such proceedings as We think fit to enforce any rights and remedies against or obtain relief or indemnity from other parties to which We shall be or may become entitled or subrogated to under this Policy and You at Our request and expense shall do such acts and things as may be reasonably required by Us for that purpose.

6. OTHER INSURANCES

- 6.1 We will not cover You if any loss You incur is insured by or would, but for the existence of this Policy, be insured by any other Policy, except in respect of any amount beyond the amount payable under such other Policy, or which would have been payable under such other Policy had this Policy not been effected.

7. PERIOD OF INSURANCE

- 7.1 The Period of Insurance is set out in the Policy Schedule. We reserve the right to refuse to renew the insurance. The maximum Period of Insurance shall not exceed 3 years.
- 7.2 In the event of a claim under this Policy the cover will automatically cease once the claim has been paid, until the next annual period of the Policy.

8. THIRD PARTIES

- 8.1 Except for other members of the Acasta group of companies, a person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this Policy, but this does not affect any right or remedy of a third party which exists or is available apart from such Act.
- 8.2 You must tell Us if You have other insurance that provides the same or similar types of cover as this Policy. We will not pay more than Our share of any claim if this is covered by other insurance.



POLICY TERMS AND CONDITIONS

9. DATA PROTECTION

We are the Data Controller for the data You provide to Us. We need to use Your data in order to arrange Your insurance and associated products.

You are obliged to provide information without which We will be unable to provide a service to You. Any personal information provided by You may be held by the Insurer in relation to Your insurance cover. It may be used by Our relevant staff in making a decision concerning Your insurance and for the purpose of servicing Your cover and administering claims.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. We may obtain information about You from credit reference agencies, fraud prevention agencies and others to check Your credit status and identity. The agencies will record Our enquiries, which may be seen by other companies who make their own credit enquiries. If You provide false or inaccurate information and We suspect fraud, We will record this.

We and other organisations may use these records to:

- a. Help make decisions on insurance proposals and insurance claims, for You and members of Your household
- b. Trace debtors, recover debt, prevent fraud, and manage Your insurance policies
- c. Check Your identity to prevent money laundering, unless You furnish Us with satisfactory proof of identity.

We process all data in the UK but where We need to disclose data to parties outside the European Economic Area (EEA) We will take reasonable steps to ensure the privacy of Your data. In order to protect Our legal position, We will retain Your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of Your data. Under GDPR legislation, You can ask Us for a copy of the data We hold, have it corrected, sent to a third party or deleted (subject to Our need to hold data for legal reasons). We will not make Your personal details available to any companies to use for their own marketing purposes. If You wish to complain about how We have handled Your data, You can contact Us and We will investigate the matter. If You are not satisfied with Our response or believe We are processing Your data incorrectly You can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

10. CHANGES TO THIS POLICY

- 10.1 We shall not change the terms and conditions of this Policy without notifying You in writing first.
- 10.2 We may need to change the terms and conditions of this Policy because of a change in the law or to regulations.
- 10.3 You may make a request to the Administrator to make changes to this Policy.

11. CANCELLATION*Cancellation by You*

If You find that this insurance does not meet Your needs, please contact Our Administrators, in writing, within 30 days of receiving the Policy Schedule and We will cancel cover and You will receive a full refund of any premium paid and cover under this insurance will cease from the date of delivery or posting of the notice of cancellation. There will be no refund of premium if You have already made a claim.

If You wish to cancel this insurance at any time after the 30-day period, You can do so by giving immediate written notice to the Administrators. Although no rebate of any premium paid will be given, You can transfer the remaining term of this policy to any replacement vehicle that You purchase, so long as it meets the eligibility criteria of this policy. Please see "Transfer of Cover" in this policy for full details.

If the purchase of this Policy was made by way of a Premium Financing Agreement and You wish to cancel at any time, then in the first instance any rebate will be used to settle the Premium Financing Agreement and any amount remaining will then be rebated in the form of a cheque, made payable to the Policyholder.

Cancellation by Us

We may cancel this insurance (and there will be NO refund of any premium paid), if in Our opinion You have at any time:

1. Deliberately or recklessly given Us false or incomplete information
2. Agreed to help anyone try to take money from Us dishonestly,
3. Failed to meet the terms and conditions of this insurance; or
4. Failed to act honestly towards Us.

We may also cancel this insurance at any time, by giving You at least 14 days' written notice to Your last known address and You will receive a pro-rata refund of any premium paid (so long as no claim has been made), if there is a change in the law or regulation or due to such We are unable to continue to provide this Insurance.

12. APPLICABLE LAW

This Policy is subject to the law of England and Wales.

13. ASSIGNMENT

We may transfer, charge, mortgage, subcontract or deal in any other manner with all or any of Our rights or obligations under this Policy. You may not transfer or assign this Policy.

14. SEVERANCE AND WAIVER

- 14.1 If any court or competent authority finds that any provision of this Policy (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Policy shall not be affected.
- 14.2 If any invalid, unenforceable or illegal provision of these Tyre Insurance Policy terms and conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and, to the greatest extent possible, achieves the parties' original intention.
- 14.3 Failure to exercise, or any delay in exercising, any right or remedy provided under this Policy by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy. No single or partial exercise of any right or remedy provided under this Policy or by law shall preclude or restrict the further exercise of that right or remedy.
- 14.4 A waiver (which may be given subject to conditions) of any right or remedy provided under this Policy or by law shall only be effective if it is in writing. It shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.
- 14.5 Unless specifically provided otherwise, rights arising under this Policy are cumulative and do not exclude rights provided by law.

15. COMPLAINTS PROCEDURE

If you have a cause for complaint, you should contact the Administrator, as above. Should you be dissatisfied with their response you may have the right to refer your complaint to the Financial Ombudsman Service. This right is in addition to your legal right as a consumer.

16. COMPENSATION SCHEME

16.1 The Insurer is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the Insurer is unable to meet their obligations under this insurance, an Insured Person may be entitled to compensation from the Compensation Scheme. The FSCS can be visited on the web at www.fscs.org.uk or contacted by telephone on 0207 892 7300.

17. TRANSFER OF COVER

If You sell the Covered Vehicle, You may apply to Us to keep the policy and transfer it to Your new vehicle, so long as the new Vehicle meets all of the same eligibility criteria, but You must, at Your own expense, provide the Administrator with:

- I. a copy of the receipt detailing the new vehicle purchase, which should list the vehicle details (including but not limited to: vehicle registration, make, model, supplying dealer, date of purchase and mileage at time of purchase);
- II. a copy of the V5 transfer document from the vehicle's previous owner to You;
- III. a £15 transfer fee to the Administrator.

Any Policy transfer request must be registered with Our Administrator within 30 days of the Vehicle sale; any transfer request outside of this period will be refused. Any transfer is subject to these original terms and conditions.