Tyre & Alloy Wheel Insurance

Terms & Conditions



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How To Contact Us

We recommend that You save the below telephone numbers to Your mobile phone

How To Make A Claim

Online: https://claims.mapfre.co.uk/
By email: warrantyclaims@mapfre.co.uk

By telephone: 0330 400 1681

In writing: Abraxas Insurance Administration Services Ltd, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA

Customer Services

By email: admin@mapfre.co.uk By telephone: 0330 400 1681

Telephone lines are open Monday – Friday between the hours of 9.00am – 5.30pm.

If \mathbf{You} have any difficulties reading this document, please contact the Customer Services Team.

Introduction

Tyre & Alloy Wheel Insurance has been designed to contribute towards the cost of repairing or replacing the **Tyre(s)** and/or repairing **Alloy Wheel(s)** fitted to the **Insured Vehicle** in the event that they are **Damaged** within the **Period of Cover**. Please refer to What Is Covered Under This Insurance on page 3 of this policy.

IMPORTANT: You may only purchase this policy within 30 days of the date You take delivery of the Insured Vehicle

Eligibility

This policy is for You, if:

You are a permanent resident of the United Kingdom

You are the registered keeper and/or owner of the Insured Vehicle

You are using the **Insured Vehicle** for social, domestic, pleasure or commuting purposes

You or any person permitted to drive the **Insured Vehicle** hold a current valid United Kingdom driving licence, or hold a full internationally recognised driving licence that is valid for use in the United Kingdom

You have paid the Premium

This policy is NOT for You, if Your vehicle:

Has registered more than 100,000 miles on the odometer on the date \mathbf{You} purchase this policy

Is named on a contract hire agreement

Has a gross vehicle weight of more than 3,500kg

Is insured on any type of motor trade insurance policy or used for commercial purposes

Is used in a dispatch or public service capacity, such as a Military, Police or Ambulance vehicle

Is used for hire and reward; courier or delivery services; short-term self-drive, or for the carriage of passengers, including but not limited to taxi services, private hire, or vehicles used for driving instruction purposes in connection with **Your** occupation

Is used at any time for competition; rally; racing; track days; speed testing; off road; pacemaking, or reliability trials

IMPORTANT: Motorcycles; quad bikes; tricycles; mopeds; sidecars; kit cars; buses; coaches; motorhomes; stretched limousines or touring caravans are not eligible for cover under this policy

Your Contract Of Insurance

This policy and the Certificate of Insurance must be read together as they form Your insurance contract with the Insurer.

Insurer

This insurance is underwritten by MAPFRE ASISTENCIA Compañía Internacional de Seguros y Reaseguros Sociedad Anonima which is authorised by Dirección General de Seguros y Fondos de Pensiones and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority, number 203041. Details about the extent of regulation are available on request. MAPFRE ASISTENCIA Compañía Internacional de Seguros y Reaseguros Sociedad Anonima is incorporated and registered in 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 its principal office is at Dixon House, 72-75 Fenchurch Street, London, EC3M 4BR.

Administrator

This insurance is administered by Abraxas Insurance Administration Services Limited acting 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 its registered office is at 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA.

Definitions

 $Whenever the following words \ appear in \ Your policy, they have the meaning \ given \ below.$

Alloy Wheel(s)	Wheels made from composite and/or alloy materials fitted to the Insured Vehicle
Approved Repairer	The approved garage or associated facility authorised by Us to carry out repairs
Authority Number	The number issued by Us confirming the amount that We agree to pay
Certificate of Insurance	The certificate issued alongside this policy that lists the name of the insured person, the vehicle covered and the limits applicable to this insurance
Damage(d)	Either: a) the accidental Damage, or the malicious Damage by a third party to the Tyre(s) fitted to the Insured Vehicle resulting in the need for immediate repair or replacement b) a puncture, or; c) the accidental Damage to Alloy Wheel(s) fitted to the Insured Vehicle resulting in the need for cosmetic repair only
Insured Vehicle	The vehicle shown on Your Certificate of Insurance
Period of Cover	The period commencing from the Start Date until the earliest of the following: a) the end of the Period of Cover shown on Your Certificate of Insurance b) the date on which the Insured Vehicle is written off c) the date this policy is cancelled d) the date the Insured Vehicle is sold, transferred to another party who is not an immediate family member (i.e., parent; spouse; civil partner; son or daughter), or repossessed, or; e) the date a claim for the maximum number of Tyre(s) and Alloy Wheel(s) specified on Your Certificate of Insurance has been registered by Us
Premium	The amount payable by You (including any taxes, commissions or charges) for cover under this policy
Start Date	The date Your insurance policy commences as shown on Your Certificate of Insurance
Tyre(s)	The Tyre(s) fitted to the Insured Vehicle
Territorial Limits	England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands
We, Us or Our	Abraxas Insurance Administration Services Limited
You/Your	The individual specified on Your Certificate of Insurance

What Is Covered Under This Insurance

1. Tyres

Subject to the terms and conditions, in the event that the **Tyre(s)** fitted to the **Insured Vehicle** sustain any **Damage**, this policy will pay for the following:

- a) the reasonable cost of the materials and labour that **We** deem to be fair (by assessing market average repair costs) to repair, balance and refit a **Tyre** that can be repaired, or;
- b) where a **Tyre** cannot be repaired, the reasonable cost of the materials and labour that **We** deem to be fair (by assessing market average repair costs) to balance and fit a replacement **Tyre** of similar make and quality

2. Alloy Wheels

Subject to the terms and conditions, in the event that the **Alloy Wheel(s)** fitted to the **Insured Vehicle** sustain any **Damage**, this policy will pay for the cost of the materials and labour that **We** deem to be fair (by assessing market average repair costs) to repair the **Damage** to the **Alloy Wheel**.

If the Approved Repairer cannot repair the Alloy Wheel(s), You may:

- a) claim a contribution of up to £150 for the Alloy Wheel(s) to be repaired using a lathe skim, or,
- b) claim a contribution of up to £150 toward a replacement Alloy Wheel

Upon receipt of an invoice for the repair/replacement, **We** will reimburse **You**.

Please note that any claims conditions and the exclusions listed under What Is Not Covered Under This Insurance will still apply.

The maximum number of **Tyres** and **Alloy Wheels** covered under this policy and the maximum amount **We** will pay per **Tyre** or **Alloy Wheel** is specified on **Your Certificate of Insurance**.

What Is Not Covered Under This Insurance

- 1. Any costs to repair or replace **Tyre(s)** and/or **Alloy Wheel(s)** not fitted to the **Insured Vehicle** (this includes the spare tyre, which will only be covered when fitted to the insured vehicle and in use)
- 2. Tyre(s) that do not carry the European 'E' mark
- 3. Specialist wheel constructions or finishes, including but not limited to; split rim; chrome rim; multi-piece, chrome finished or ball polished **Alloy** Wheels
- 4. Steel wheels or hub caps
- 5. Any costs that **We** do not authorise in advance and provide an **Authority Number** for (unless **You** need to make an emergency **Tyre** claim outside of the Claims Departments opening hours)
- 6. VAT if the **Insured Vehicle** is registered to a business, used for business purposes, or in connection with **Your** occupation where **You** are VAT registered as self-employed
- 7. Tyre(s) used at the incorrect pressure
- 8. Damage caused by:
 - a) wear and tear due to age and/or usage
 - b) fire or theft
 - c) a road traffic accident where there is a motor insurance claim that involves another vehicle
 - d) lack of maintenance
 - e) corrosion or pitting
 - f) cleaning/polishing
 - g) improper adjustment, modification, alteration, tampering, or; carrying out general maintenance
 - h) manufacturing defects or faulty design
 - i) incorrect wheel balancing, defective steering geometry/tracking, or defective suspension
- 9. Damage that occurs while the Insured Vehicle is driven while a Tyre is deflated
- 10. Damage to Tyre(s) that would not result in failure of an MOT test, for example any claim for cosmetic repair of the Tyre(s) only
- 11. Any claim where there has been an attempt to remove the serial number or other identifying marks from the Tyre(s)
- 12. Cracking, buckling, breakage or distortion of Alloy Wheel(s), or where any welding is required
- 13. Defective, failing or peeling paint or lacquer
- 14. Abuse or intentional Damage; theft of wheel nuts or of the Insured Vehicle itself
- 15. Damage to, or replacement of TPS valves
- 16. Previous faulty repair work unless that repair was arranged by **Us**
- 17. Loss of use of the **Insured Vehicle** or any other losses that are caused by the event which led to **Your** claim that fall outside the scope of cover of this policy. This includes but is not limited to travel expenses or loss of earnings
- 18. Any indirect losses incurred as a result of the **Damage** to the **Tyre(s)** and/or **Alloy Wheel(s)**. An example of this would be **Damage** to suspension components
- 19. Tyre(s) that have a tread pattern depth on or below 1.6mm across the full width of the Damaged Tyre(s)
- 20. Any additional expenses if it is necessary for Alloy Wheel(s) to be removed from the Insured Vehicle, and/or sent to a specialist repairer
- 21. Damage caused by pressure waves of an aircraft or of other aerial device travelling at subsonic or supersonic speed
- 22. Any **Damage** caused by natural disaster, or earthquake
- 23. Any claim arising as a result of war; any warlike activity (whether war be declared or not); civil unrest, or any act that the United Kingdom Government considers to be an act of terrorism
- 24. **Damage** that is directly or indirectly caused by ionising radiation; the combustion of nuclear fuel; contamination by radioactivity from any nuclear fuel or waste, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or associated nuclear parts
- 25. Damage that occurs before the Start Date, outside the Period of Cover, or outside the Territorial Limits

How To Make A Claim

Please contact Us within 30 days of the Damage occurring and have Your Certificate of Insurance and vehicle registration number to hand:

Online: https://claims.mapfre.co.uk/ By email: warrantyclaims@mapfre.co.uk By telephone: 0330 400 1681

- If You contact Us by email or telephone We will register the details of Your claim and provide You with the telephone number of the nearest Approved Repairer
- 2. You should book an appointment for the Damage to be assessed by the Approved Repairer
- 3. While **You** are at the appointment, the **Approved Repairer** will telephone **Us** and ask for the authority to carry out a repair or replacement of the **Tyre(s)** or carry out a cosmetic repair of **Alloy Wheel(s)** fitted to the **Insured Vehicle**
- 4. If Your claim is covered, We will advise the Approved Repairer how much will be paid under this policy and an Authority Number for this amount will be issued
- The Approved Repairer will then either repair or replace the Damaged Tyre(s) depending on the extent of the Damage or carry out a cosmetic repair of Alloy Wheel(s) and invoice Us directly for the costs

Please note that additional information or documentation may be required in order to support **Your** claim. To avoid delays, this should be provided as soon as **You** are able. Any information or documentation that **You** supply must be provided at **Your** own expense.

Claiming Out Of Hours

In the event that **You** need to make an emergency **Tyre** claim outside of the Claims Departments opening hours and are unable to obtain an **Authority Number, You** should follow the procedure below:

- 1. You should take the Insured Vehicle to an independent repairer of Your choice and settle the invoice directly
- 2. Upon completion of the repairs/replacement, You will need to send Us the following information/documentation:
 - a) Your policy reference number
 - b) the original invoices and receipts for the repair or replacement of the **Damaged Tyre(s)**
 - c) photos of the **Damage**, including a photo of the full width of the **Damaged Tyre(s)**, and;
 - d) the tread pattern depth readings across the full width of the Damaged Tyre(s)
- 3. Provided that Your claim is valid, We will reimburse You up to the limits specified on Your Certificate of Insurance

Lathe Skim Repairs / Alloy Wheels Damaged Beyond Repair

If, in the opinion of the **Approved Repairer** an **Alloy Wheel** can only be repaired using a lathe skim or is **Damaged** beyond the scope of repair, **We** will contribute up to £150 toward the cost of repair or replacement. **You** may, should **You** choose, take the **Insured Vehicle** to a repair facility of **Your** choice, but an **Authority Number** must be obtained from **Us** prior to any work being completed. If **You** choose to do this **You** will need to pay the repairer directly and send a copy of the invoice to **Us** so that **We** can reimburse **You**.

Claims Conditions

- 1. An **Authority Number** must be obtained from **Us** before any repairs/replacements take place. If **You** do not obtain an **Authority Number** from **Us**, **Your** claim may not be paid
- 2. We reserve the right to request a digital photo of the Damage or additional supporting information in order to process Your claim
- 3. If Damage to the Tyre(s) fitted to the Insured Vehicle occurs as a result of a malicious incident, You must first report the incident to the Police and obtain a crime reference number
- 4. Any additional costs not covered by, or in excess of the limits of this policy must be settled directly by You with the Approved Repairer

General Conditions

- 1. If You do not adhere to the terms and conditions of this policy, it may delay settlement of Your claim
- 2. No liability will be accepted for the failure of the Approved Repairer to match the cosmetic finish of any other Alloy Wheel on the Insured Vehicle
- 3. We reserve the right to examine the Insured Vehicle and subject the Tyre(s) and/or Alloy Wheel(s) to independent expert assessment before the commencement of repairs. In the event of any dispute arising as to the extent of the Insurer's liability, the decision of the independent assessor shall be final
- 4. This policy is not renewable or transferable to any subsequent owner of the **Insured Vehicle** or to any other vehicle. **You** may however transfer the policy to an immediate family member (i.e., parent; spouse; civil partner; son or daughter) provided no money is exchanged and the new owner becomes responsible for the upkeep of the **Insured Vehicle**
- 5. We reserve the right to ask for proof of ownership of the Insured Vehicle
- 6. **We** reserve the right, in the event any fraudulent activity, non-payment of **Premium**, or non-compliance with these policy terms & conditions, to cancel this policy at any time before or during the **Period of Cover**
- 7. This policy is in addition to Your legal rights

Changes In Your Circumstances

You must contact Us immediately, by email admin@mapfre.co.uk or by telephone 0330 400 1681 if any of the following changes in circumstances apply to You:

- You change or transfer ownership of the Insured Vehicle
- You change what You use the Insured Vehicle for (for example, if You start using it for hire and reward)
- You customise or make alterations to the Insured Vehicle
- You change the registration number of the Insured Vehicle to a cherished number plate
- You change Your address
- You change Your name (for example, due to marriage), or,
- You develop any problems that affect Your ability to drive

If **You** advise **Us** of a change in **Your** circumstance which results in **You** or the **Insured Vehicle** becoming ineligible for cover, **We** will cancel **Your** policy. Please refer to the Cancellation Section on page 7 of this policy. Failure to advise **Us** of a change in **Your** circumstances may result in **You** or the **Insured Vehicle** becoming ineligible for cover and **Your** claim not being paid.

Premiums

The Premium must be paid in full prior to the Start Date.

Transferring Your Cover

You may transfer this policy to an immediate family member (i.e., parent; spouse; civil partner; son or daughter) provided no money is exchanged and the family member becomes responsible for the upkeep of the Insured Vehicle.

You can't transfer this policy to any other owner of the Insured Vehicle or to any other vehicle.

To transfer this policy to an immediate family member please contact **Us** by email: admin@mapfre.co.uk, or by telephone: 0330 400 1681.

Other Insurance

If the risk covered by this policy is also covered by any other insurance You will need to tell Us about the other Insurer(s) when You make a claim.

Fraud

If any information provided by **You** or anyone acting on **Your** behalf is inaccurate or fraudulent, or if **You** fail to disclose any information in response to a specific request which might reasonably affect the Insurer's decision to provide cover under this policy, **Your** right to any benefit under this policy will end, and **We** shall be entitled to recover any settlement paid or costs incurred as a result of any such fraudulent or misleading means.

Cancellation

Cancellation within the cooling-off period

You have the right to cancel this policy and to receive a full refund of **Premium** provided no claims are known or reported by giving notice of cancellation within 30 days of the date **You** receive **Your** policy documents. Please quote the number that appears on **Your Certificate of Insurance**.

Cancellation outside the cooling-off period

In addition to your statutory rights, if this policy is cancelled at any time after the 30 day cooling off period from the date **You** receive **Your** policy documents, provided that no claims are known, pending or reported, **You** will be entitled to a refund of the unused portion of the **Premium** paid to date, minus an administration charge of £20.00. Any refund due will be calculated on a daily pro-rata basis from the date **We** receive the letter, email or phone call of cancellation.

To cancel this policy, please contact **Us** on any of the below:

By email: cancel@mapfre.co.uk By telephone: 0330 400 1681

In writing: Abraxas Insurance Administration Services Ltd, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA

Financial Services Compensation Scheme

MAPFRE ASISTENCIA is covered under the Financial Services Compensation Scheme (FSCS). If the Insurer is unable to meet some of their liabilities and **You** make a valid claim, **You** may be entitled to compensation from the FSCS, depending on the type of business and circumstances of the claim.

Protection is at 100% where claims

- Arise in respect of a liability subject to compulsory insurance
- Arise in respect of a liability subject to professional indemnity insurance
- Arise from the death or incapacity of the policyholder due to injury, sickness, or infirmity

Protection is at 90% where claims arise under other types of policy (including this one) with no upper limit.

Further information can be obtained from the Financial Services Compensation Scheme:

By email: enquiries@fscs.org.uk

By telephone: 0800 678 1100 or 020 7741 4100 For more information please visit www.fscs.org.uk

Law Applicable To The Contract

The laws of England and the jurisdiction of the English courts will apply.

What To Do If You Have A Complaint

If You have a complaint about how this policy was sold, please contact the motor dealer that sold You this policy.

If You have a complaint about any other aspects of this policy please contact Our Customer Care Manager who will investigate the matter:

By email: customerrelationsteam@mapfre.co.uk

By telephone: 0330 400 1420

In writing: The Customer Relations Team, 1 Victoria Street, Bristol Bridge, Bristol, BS16AA

We will confirm receipt of Your complaint within 5 working days and aim to resolve the problem within 8 weeks.

If You remain dissatisfied with the way that Your complaint has been dealt with, You may refer the matter to the Financial Ombudsman Service within 6 months of the date of Our final response:

By telephone: 0800 023 4567

In writing: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

For more information please visit www.financial-ombudsman.org.uk

This procedure does not affect Your statutory rights and is in addition to any other rights You may have to take legal proceedings.

Data Protection

We need to obtain personal information from You to provide You with this policy of insurance.

We use Your personal information in the following ways:

- To provide You with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory
 authorities, or to Our agents who provide services on Your behalf under the terms of the policy
- To confirm, maintain, update and improve **Our** customer records
- To analyse and develop Our relationship with You
- To help in processing any applications You may make
- To identify and market products and services that may be of interest to You, (subject to Your prior consent)
- To carry out studies of statistics and claim rates
- For the analysis and the prevention of fraud
- For the analysis and the prevention of payment defaults
- For statistical studies by **Us** and/or any sectorial organisation in Europe

We may share Your details with other companies within the MAPFRE group to support the administration of Your policy. We share information for the purpose of handling complaints, and with Your consent only, to identify and market products and services that may be of interest for You. We deal with third parties that We trust to treat Our customers' personal information with the same stringent controls that We apply ourselves.

Information which You supply to Us in connection with this policy will be held on Our computer records. We will not keep Your personal information for longer than necessary.

You are entitled on request to receive a copy of the personal information **We** hold about **You**. This will be information that **You** have given to **Us** during **Your** policy. **We** do not hold any information relating to **Your** credit status. If **You** would like a copy of **Your** information, please contact **Our** Data Protection Officer, 1 Victoria Street, Bristol Bridge, Bristol BS1 6AA.

Under the Data Protection Act 2018 You also have the below rights in relation to Your personal data:

- Request correction/rectification of Your personal data
- Reguest erasure of Your personal data, a right to be forgotten
- Object to processing of Your personal data
- Reguest restriction of processing Your personal data
- Request transfer of Your personal data
- Right to withdraw consent
- Right in relation to automated decision making and profiling

If You wish to exercise any of these rights please contact Us at the address above.

We keep records of any transactions **You** enter with **Us** or **Our** partner companies for seven years. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with **Our** legal and regulatory requirements. **We** may keep other personal information about **You** if it is necessary for **Us** to do so to comply with the law.

To assist with fraud prevention and detection We may:

- Share information about You across Our group, with other insurers and, where We are entitled to do so under the Data Protection legislation, the
 police and other law enforcement agencies
- Pass Your details to a central insurance application and claims checking system, whereby it may be checked against information held by that central
 insurance application and claims checking system and shared with other insurers
- Check **Your** details with fraud prevention agencies and, if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this with the fraud prevention agency and other organisations who may also use and search these records to:
 - a) help make decisions about credit and credit related services for You and members of Your household
 - b) help make decisions on motor, household, credit, life and other insurance proposals and claims for You and members of Your household
 - c) trace debtors, recover debt, prevent fraud and to manage Your insurance policies
 - d) check Your identity to prevent money laundering, unless You provide Us with other satisfactory proof of identity, and;
 - e) undertake credit searches and additional fraud searches.

Under the Data Protection legislation, the MAPFRE group can only discuss **Your** personal information with **You**. If **You** would like anyone else to act on **Your** behalf, please contact **Us**. **You** can do this by contacting **Our** Data Protection Officer, 1 Victoria Street, Bristol Bridge, Bristol BS1 6AA.

Our full data privacy policy is available at: http://www.mapfreabraxas.co.uk/privacy_abraxas. Alternatively, a hard copy is available from us on request.