

Introduction

Thank **you** for purchasing **your tyre** cover, **we** would ask **you** read **your** policy and the details contained on **your policy schedule** carefully and ensure **you** fully understand each element of the cover provided and the terms and conditions which apply. If **you** have any questions regarding **your** policy or the cover it provides please contact the **administrator**.

As **you** would expect **you** will receive a first-class service that's always reliable and handles claims quickly and efficiently, **we** will confirm the level of cover **you** have selected on **your policy schedule**, please check the level of cover provided is correct as **you** will only be entitled to the level of cover recorded on the **policy schedule**. If any of **your** details on the **policy schedule** are incorrect, please contact the **administrator** (8am-6pm Mondays to Fridays, 9am-12.30pm Saturdays).

The premium is a monthly premium payable in advance by **You** for each consecutive month of cover under this Insurance.

Your policy has been arranged by Mechanical Breakdown & General Insurance Services Ltd (MB&G) & underwritten by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

Mechanical Breakdown & General Insurance Limited are authorised and regulated by the Financial Conduct Authority (FCA) R.N. 306978. Registered office: Cobalt Business Exchange, Cobalt Park Way, Newcastle Upon Tyne, NE28 9NZ

UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority (FCA) R.N. 310101.

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority R.N 202715. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

Great Lakes Reinsurance (UK) SE is covered by the independent Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation arrangements from the FSCS or visit www.fscs.org.uk.

IMPORTANT

Always keep this document and **policy schedule** with **your vehicle**, as **you** will be required to confirm details of **your** policy before **we** will process a **claim** under the policy.

Definitions

The words or expressions detailed below have the following meaning wherever they appear in the policy in bold:

Accidental Damage

A sudden and unforeseen event that has resulted in **damage** to the **tyre(s)**,

Administrator

MB&G are responsible for the registration of your policy.
Telephone: 0191 258 8135

Approved Repairer

A company authorised by the **administrator** to undertake **repairs** under section one of the policy,

Claim

A single **repair** and / or replacement under the policy,

Claim Limit

Is the limit that can be claimed under the relevant section of **your** policy.

Claims Administrator

Mechanical Breakdown & General Insurance Services Limited
Cobalt Business Exchange, Cobalt Park Way
Newcastle Upon Tyne NE28 9NZ
T: 0191 258 8135.

Claims Waiting Period

The initial period of 28 days from the start date of **Your** policy during which any **Claim** under section two of this policy shall be excluded.

Damage(d)

Arising from **accidental damage** or malicious damage by a third party, necessitating immediate **repair** or in the case of section two of **your** policy replacement before normal use can be resumed,

'E' Marked Tyres

A European recognised quality mark for tyres. All passenger car tyres sold in the EU must be stamped with the 'E' mark on their sidewall to indicate that they comply with current legislation,

End

The earlier of the following dates:

- The date on which You fail to pay Your monthly premium when it falls due
- The date on which This Insurance is cancelled by either party

Excess

The first amount of any claim payable by you as detailed on the **policy schedule**.

Geographical Limit

Mainland Britain

Insured, You, Your

A UK resident who has purchased an eligible **vehicle** and has paid the necessary premium under this policy.

Insurer, We, Us, Our

UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

Policy Schedule

The document issued to **you** by the **administrator** when **you** take out this policy, it will contain details of the cover selected, personal details about **you**, the **vehicle**, policy **excess** and confirmation of the effective start and expiry date of the policy.

Period of Insurance

A period of one month from the Policy start date as shown on the Schedule and for each subsequent month for which a Premium has been paid, until the End date.

Premium

The monthly Premium that You have agreed to pay Us in respect of Insurance cover under this policy. Each payment of Premium by You entitles You to one calendar month of Insurance cover

Repair

Work completed by the **approved repairer / repairer** to a single **tyre**.

Repair cost(s)

The cost of **repair** materials and labour, required to complete a **repair** under the policy.

Repairer

The full-time business providing the supply and fitting of car tyres.

Replacement Cost(s)

The reasonable cost of a like for like **tyre** of similar make, quality, wear and condition as the **damaged tyre** including the cost of a new valve if necessary; and the labour cost of fitting and balancing of the new **tyre**.

Tyre(s)

Only the four **tyres** fitted to the **vehicle** plus the spare at inception of this policy and their replacements under this policy.

Vehicle

The **vehicle** as identified on the **policy schedule** by means of the **vehicle** make, model

Wear and Tear

Damage to **tyre(s)** which have reached the end of their normal effective working lives because of age and/or usage of where the **tyre** tread depth is less than 2mm across the full legal width of the **tyre**.

Tyres(s)

What you are covered for

Within the **period of insurance**, we will pay for the cost of **repair** resulting from **damage** which has occurred within the **geographical limit** of the policy to a **tyre** fitted to the **vehicle**. Each **claim** will be handled by the **claims administrator** and the **repair** will be carried by a **repairer**, who will make all efforts to affect the **repair to your** satisfaction. Where more than one **tyre** has suffered **damage** each **repair** will be classed as a **claim** under the policy

The maximum number of **claim(s)** during the **period of insurance** shall not exceed:

- Five (5) **claim(s)** under your policy.
- **Our** liability per **claim** shall not exceed £300.

What you are not covered for

This insurance will not cover the following:

- a. **Repair** or **replacement costs** where **your policy schedule** does not confirm cover under section two of the policy.
- b. Any **Claim** during the **Claims Waiting Period**.
- c. Any **Damage** which occurs prior to the start date of **Your** policy
- d. Any **Damage** which occurs during the **Claims Waiting Period**.
- e. **Wear and tear**, including any unevenly worn **tyres** caused by defective steering geometry outside manufacturer's recommended limits, or wheel balance; failure of a suspension component or shock absorber or which in the opinion of a qualified engineer was caused wholly or partly from a lack of maintenance e.g. the **vehicle** being operated with incorrect **tyre** pressure.
- f. The policy **excess** as detailed on the **policy schedule**.
- g. More than five **tyre claims** in the **period of insurance**.
- h. Any malicious damage claim, which is not accompanied by a valid and substantiated crime reference number.
- i. Theft of the **tyre(s)**
- j. Any **claim** where at the time of **damage** where the **tyre** tread depth is less than 2mm across the full legal width of the **tyre**.
- k. **Tyre(s)** which are not 'E' marked and any **claim** where there has been an attempt to remove the serial number or other identifying marks from the **tyre(s)**.

When your policy will end

The benefits provided under the relevant section of **your** policy will cease on the earliest of the following:

- a. The expiry date, as shown on **your policy schedule**;
- b. **You**, or anyone representing **you**, defrauds or deliberately misleads the **insurer, administrator, or claims administrator**;
- c. The **vehicle** is sold or transferred to a new owner;
- d. The **claim limit** has been reached;
- e. The maximum number of **claims** under the policy has been reached.

General exclusions

The following exclusions apply to all sections of **your** policy.

- a. Where **your vehicle** is listed as an excluded **vehicle**;
- b. For loss of whatsoever nature arising directly or indirectly, in whole or in part, due to any act or omission which is wilful, unlawful or negligent on **your** part. Any costs incurred in excess of or outside the liability under this insurance including any form of consequential loss, depreciation or diminution in value.
- c. Faults in workmanship or materials, or any consequential loss following **repairs** paid for by **us** on **your** behalf. It is **your** responsibility to meet any **repairer** charges in excess of, or rejected as not being **our** liability.

- d. For manufacturing defects or faults including manufacturer's recall.
- e. The VAT element of any **claim** where **you** are VAT registered.
- f. Any claim where it is discovered that this policy was purchased more than 90 days following the delivery date of **your vehicle**. Where the loss is covered by any other insurance;
- g. Where **you** have exceeded the number of **claim(s)** permitted during the period of insurance
- h. A **claim** which is the subject of fraud, false actions or dishonesty;
- i. Any **damage**
 - i. which occurred before the inception of this insurance, or occurred due to the **vehicle** being driven following the initial failure.
 - ii. caused by fire, any road traffic accident, or where the **vehicle** is a total loss.
 - iii. where **damage** is caused to any other part of the **vehicle** by the same incident which is part of a road traffic accident or road risk insurance claim.

Excluded vehicles

The following vehicles / vehicle types are excluded from cover:

- a. Taxis, self drive hire, driving schools, service **vehicles** e.g. police, ambulance etc;
- b. Commercial **vehicles**, or vans with a carrying capacity exceeding 1750kg;
- c. A **vehicle** used in any sort of competitions, rallies, pace making or off road use;
- d. Left hand drive **vehicles** or a **vehicle** not listed in Glass's Guide;
- e. Any **vehicle** owned temporarily or otherwise by a motor dealer, trader or business formed for the purpose of selling or servicing motor vehicles.

Policy conditions

You must comply with the following conditions to have the full protection of **your** policy. If **you** do not comply with the following conditions **we** may at **our** option: cancel the policy; refuse to deal with **your** claim or reduce the amount of any **claim** payment.

- a. Servicing Requirements

You must take and cause to be taken all reasonable steps to avoid loss or damage to **your vehicle** and its **tyre(s)**. As evidence of this **you** must regularly and as part of **your vehicle** service, check the general condition and legality of **your tyre(s)**. All **tyre(s)** must have a minimum of 2mm tread depth across the full tread area of the **tyre** at all times during the **period of insurance**.
- b. Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

 - i. supply accurate and complete answers to all the questions **we** or the **administrator** may ask as part of **your** application for cover under the policy;
 - ii. to make sure that all information supplied as part of your application for cover is true and correct;
 - iii. tell **us** of any changes to the answers **you** have given as soon as possible.
 - iv. Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a **claim**.
- c. Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.
- d. Fraud

You must not act in a fraudulent manner. If **you**, or anyone acting for **you**:

- i. Make a **claim** under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- ii. Make a statement in support of a **claim**, knowing the statement to be false in any respect; or
- iii. Submit a document in support of a **claim**, knowing the document to be forged or false in any respect; or
- iv. Make a **claim** in respect of any loss or **damage** caused by **your** wilful act, or with **your** connivance;

Then:

- i. **We** shall not pay the **claim**;
- ii. **We** shall not pay any other **claim** which has been made or will be made under the policy;
- iii. **We** may at **our** option declare the policy void;
- iv. **We** shall be entitled to recover from **you** the amount of any **claim** already paid under the policy;
- v. **We** shall not make any return of premium;
- vi. **We** may inform the police of the circumstances.

Claims conditions

You must comply with the following instructions to have the full protection of **your** policy. If **you** do not comply with them, **we** may at **our** option cancel the policy, refuse to deal with **your** claim, or reduce the amount of the claims payment.

1. Making a **claim**

All **claims** MUST be made within seven working days of the **damage** occurring.
2. Duty of care

You must not continue to drive the **vehicle** after any **damage** or incident if it reasonable that this could cause further **damage**. In such circumstances the **tyre(s)** should be removed and replaced with a serviceable spare or arrangements made to have the **vehicle** recovered.
3. Contact the **claims administrator**

Before any work is undertaken it is your responsibility to ensure that the **approved repairer / repair** telephones the **claims administrator** for authorisation.
4. Retain replaced **tyres** for inspection

In cases where **you** are paying the **repairer** direct and reclaiming the costs from **us** or **we** have requested the right to inspect the **tyre(s) you** must ensure that the **damaged tyre(s)** are retained 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. The **claims administrator** may arrange for an inspection of the **vehicle** and / or its **tyre(s)** by an independent engineer. Any decision on liability will be withheld until this report is received. If **you** return to **your** supplying dealer or another Vauxhall dealer, the dealer will ensure that this is handled on **your** behalf.
5. **Claims** procedure

A detailed **claims** procedure is provided below, **you** must follow this procedure; failure to do so may result in non-payment of **your** claim.
6. **Repair** or replacement authorisation

Should **you** decide to give permission to the **repairer** to commence work, without an authorisation number being obtained from the **claims administrator**, **you** do so in the full knowledge that **we** reserve the right not to meet **your claim** because **you** have denied **us our** right under this policy to inspect the **vehicle** and its **tyre(s)** prior to its **repair**.
7. Confirming details of **your claim** with **you**

To ensure **we** maintain the highest level of service **we** may contact **you** to confirm the details of **your claim**. Should **you** be contacted **we** will await confirmation from **you** that **you** are happy for the **repair costs** to be settled before arranging payment under the terms of **your** policy. Should **we** not receive a response following **our** request **you** may become liable to settle the **cost of repair** as **your** failure to reply will be viewed as repudiating liability under the policy.

8. Salvage
We accept no liability for the responsible disposal of **Tyre(s)**.
9. Use of Engineers
At notification of any **claim we** reserve the right to instruct an independent engineer to: inspect **your vehicle** and its wheels and **tyre(s)**, before authorising any **claim**; or inspect any **tyre(s)** which have been removed, together with any original documentation, within one calendar month after any **repair** has been carried out or authorised. When this right is exercised **we** shall have no liability for any loss to **you** arising from any possible delay.
10. When **you** collect **your vehicle / repairs** have been completed
Please check that all work has been properly completed, if **you** are aware the repair is not satisfactory do not sign any satisfaction note and advise the **claims administrator** as soon as possible. **We** do not accept responsibility for faults in workmanship or materials for **repairs** paid for by **us** on **your** behalf.

How to claim

Please contact the **claims administrator** or arrange for the **repairer** to contact the **claims administrator** by telephoning 0191 258 8135 to proceed with a **claim** under the policy, **you** will be required to provide the following information:

- a. Advise **us** of **your** policy number and **vehicle** details;
- b. A daytime contact telephone number;
- c. Cause of **damage**.

Depending on the nature of **your claim we** may ask **you** to provide the following additional information:

- a. Confirmation of the tread depth of the **damaged tyre(s)**;
- b. Itemised **repair/replacement costs**;
- c. Valid crime reference number in the case of malicious **damage**;
- d. Location of the retained **tyre(s)** for inspection;
- e. Location for the attendance of an **approved repairer** for **repairs** relating to **alloy wheels**;
- f. **Your** contact and payment details for reimbursement.

The **repairers** invoice must clearly state who payment should be made payable to, **you** will be liable for any costs incurred in excess or outside the liability of this insurance.

MALICIOUS DAMAGE, UNAUTHORISED OR OUT OF HOURS REPAIRS

Occasionally **you** may require emergency assistance out of hours and will be unable to contact the **claims administrator** to obtain 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 **repair** or **replacement cost**, if **you** send the **claims administrator** the following information as detailed under "How to Claim":

IMPORTANT

If the claim is covered by the policy, verbal authorisation will be given including a **claim** authority number to carry out the **repair** detailing the authorised **repair** and / or **replacement cost(s)** which is the most **we** will pay. If **you** authorise a **repair** or replacement without obtaining a valid **claims** authorisation number from the **claims administrator**, **you** will have to pay and recover the costs from **us**.

UK General Insurance Limited are an Insurers agent and in the matters of claim act on behalf of the **Insurer**.

IMPORTANT TELEPHONE NUMBERS

Claims administrators
T: 0191 258 8135
E: claims@mbginsurance.com

To make sure that **you** receive the highest levels of service telephone calls to the **administrator** are recorded.

Cancellation

We hope **you** are happy with the cover this policy provides. However, if after reading **your** policy, this insurance does not meet with **your** requirements, please return it to Mechanical Breakdown & General Insurance Services within 14 days who will then refund **your premium**.

Mechanical Breakdown & General Insurance Services
Cobalt Business Exchange, Cobalt Park Way
Newcastle Upon Tyne NE28 9NZ

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the Insured at the Insured's last known address. Provided the **premium** has been paid in full the Insured shall be entitled to a proportionate rebate of **premium** in respect of the unexpired period showing on the insurance.

Insurer Cancellation

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to **you** at **your** last known address. Provided the premium has been paid in full **you** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance should the Insurer cancel **your** policy.

Customer service / complaints

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a **claim you** should follow the Complaints Procedure below:

Please contact the **administrator**:

Mechanical Breakdown & General Insurance Services Limited
Cobalt Business Exchange, Cobalt Park Way
Newcastle Upon Tyne NE28 9NZ

Claims administrators
T: 0191 258 8135
E: claims@mbginsurance.com

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference

If **your** complaint about **your claim** cannot be resolved by the end of the third working day, the **claims administrator** will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House, Old Mill Business Park
Gibraltar Island Road
Leeds LS10 1RJ
T: 0345 218 2685
E: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall, Docklands
London E14 9SR

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Data protection act

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling **claims**, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Compensation scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk