



Tyre Insurance Policy Wording

Introduction

This policy has been specially designed to protect you against the unforeseen costs of having to replace or repair the new tyre on your vehicle prematurely, as a result of accidental damage, puncture or malicious damage by a third party.

Please make sure you fully understand the terms and conditions relating to the policy – in particular the process for making a claim – and also check the details on your insurance schedule and tell us immediately if there are any mistakes. Your documents including this one are always available to you by logging into Your Rubber Ring account at rubber-ring.co.uk.

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Contractual Agreement

This policy wording is evidence of a legally binding contract of insurance between You and Motors Insurance Company Limited (hereinafter known as the `Insurer`, `We`, `Our`, `Us`). Motors Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 202875. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register.

Policy administered by Rubber Ring Financial Services Limited which is authorised and regulated by the Financial Conduct Authority. Registered office: 40 Calderbrook Drive, Cheadle Hulme, Stockport SK8 5RT.

Claims for this policy are administered by Car Care Plan Limited (hereinafter known as the `Administrator`) which is authorised and regulated by the Financial Conduct Authority. Registered office: Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

Definitions

The following words or expressions will have the specific meanings described below. They have the same meaning throughout this document:

Administrator – Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

Claim Limit – The maximum amount that can be claimed per Tyre for any one event during the Period of Insurance. This can be found on Your Insurance Schedule.

Consequential Loss – Any other costs which are directly or indirectly caused by the event which led to Your claim unless specifically stated in this policy.

Definitions - continued.

Damage(d) – The sudden and unforeseen deflation of a Tyre arising from accidental damage to the Tyre itself, or malicious damage to the Tyre or valve from a third party, necessitating immediate repair or replacement before normal use can be resumed. Further cover for damage to Tyre sidewalls is provided without sudden and unforeseen deflation, provided that the Tyre is deemed illegal as determined by UK MOT testing standards.

'E' Marked Tyres – The 'E' Mark is a European recognised quality mark for tyres.

Expiry Date – The date the insurance cover ends as shown on Your Insurance Schedule.

Geographical Territories: The United Kingdom (Great Britain and Northern Ireland).

Insurance Schedule – This document will be provided to You when You take out this policy and will contain details about You and the Vehicle upon which this policy will apply. It will provide the effective Start Date and Expiry Date of the policy. It will also provide the Claim Limit.

Insurer (We/Us/Our) – Motors Insurance Company Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

Introducer – The party, person or company who has arranged this insurance on Your behalf.

Period of Insurance – The period specified on Your Insurance Schedule or when the vehicle has covered 18,000 miles since the inception of the 4 week free of charge policy, whichever is sooner.

Policy Limit – The maximum number of claims that can be made for repairs or replacements, this is a maximum of 2 replacements, and 1 repair (per tyre insured).

Premium – The total amount You have agreed to pay Us for this insurance policy.

Proposal – The document or declaration that records the information You gave Us when You bought Your policy and which Your contract with Us is based on.

Repair Cost – The reasonable cost of repair materials, including the cost of a new valve if necessary; and the reasonable labour cost of repairing, fitting and balancing of the repaired Tyre. A maximum of £25 per puncture repair can be claimed.

Repairer – Any business providing the supply and fitting of car tyres can be used, on the basis that all claims conditions as contained within this policy are adhered to.

Replacement Cost – The reasonable cost of a like for like Tyre of the same make and quality as the damaged Tyre, including the cost of a new valve if necessary; and the reasonable labour cost of fitting and balancing of the new Tyre. Should the cost of the replacement Tyre exceed the maximum Claim Limit per Tyre, you will be reimbursed up to the maximum Claim Limit.

Start Date – The date the insurance cover commences as shown on Your Insurance Schedule.

Tyre – The new Tyre fitted to Your Vehicle and covered under this policy.

Vehicle - The Vehicle detailed on the Insurance Schedule fitted with the insured new Tyre.

Wear and Tear – Damage to Tyre(s) which have reached the end of their normal effective working lives because of age and/or usage or where the Tyre tread depth is less than 2mm across any tread area of the Tyre.

You, Your, Insured – A private individual who is resident in the Geographical Territories and has paid the necessary Premium under this policy.

About Your Policy and the Cover Provided

We will provide cover under the terms, exclusions and conditions of this policy, relating to any Period of Insurance for which We have accepted Your Premium, and You have made payment in full or have entered into an agreement to pay Your Premium in the case that you have decided to extend your 4 week free trial period. Please note the terms and conditions detailed in this document apply for both the 4 week free trial and the 12 month policy.

This contract is based on the Proposal (or any statement of facts or statement of insurance We prepare using the information You have provided), and any declaration You make.

This policy gives full details of Your cover. You will also receive an Insurance Schedule which contains information about You, Your Vehicle, and Your Period of Insurance.

This document, together with Your Insurance Schedule, is Your policy and should be read as one document. Please read them both carefully and make sure that they meet Your needs.

If You have any questions, please contact the Administrator and they will help You.

Please keep all Your insurance documents in a safe place as You will need them if You want to make a claim. You are covered up to the Policy Limit and Claim Limit shown on Your Insurance Schedule.

Eligibility

You are eligible for cover if at the Start Date of the policy:

- a) You have purchased a new Tyre(s) and registered for this cover within 72 hours of the new Tyre(s) fitment;
- b) The new Tyre(s) fitted to Your Vehicle is of the correct specification, and is 'E' Marked.

Period of Insurance Cover

The Insurance Schedule provides details as to when this policy commences. Expiry of Your policy will occur in the event of any of the following:

- The Expiry Date, as shown on Your Insurance Schedule;
- If your vehicle has covered 18,000 miles since the inception of the 4 week free of charge policy;
- You, or anyone representing You, defrauds or deliberately misleads the Insurer or the Administrator;
- Your Vehicle is sold or transferred to a new owner;
- The Policy Limit has been reached.

This policy cannot be transferred to another vehicle.

Exclusions

This policy does not cover the following:

- Your Tyre where Your Vehicle is used as an emergency vehicle, taxi, or bus, for driving school tuition, dispatch, commercial travel that is not covered under motor insurance Business Use Classes 1 and 2, hire or reward of whatsoever nature, off road use (including all Quad Bikes), road racing, track day participation, rallying, pace-making, speed testing or any other competitive event, or is a commercial vehicle in excess of 3.5 tonnes Gross Vehicle Weight (GVW) or a motorcycle;
- Wear and Tear, including any unevenly worn Tyres caused by defective steering geometry outside the 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. incorrect tyre pressure;
- Tyres which have been modified in any way from the correct specification;

Exclusions - continued

- Any Damage:
 - i. where the fault or Damage occurred before the Start Date of this insurance or incurred due to the Tyre being driven on 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 the Tyre by the same incident which is part of a road traffic accident or road risk insurance claim;
- Loss of whatsoever nature arising directly or indirectly, in whole or in part, due to any act or omission which is willful, unlawful or negligent on Your part;
- Any malicious damage claim, which is not accompanied by a valid and substantiated crime reference number;
- Theft of the Tyre(s);
- Any claim where at the time of Damage the Tyre tread depth is less than 2mm across any tread area of the Tyre;
- Any tyre manufacturing defects, faults or recalls;
- 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);
- VAT where You are VAT registered;
- Any costs incurred in excess of or outside the liability under this insurance including any form of Consequential Loss, depreciation or diminution in value;
- Faults in workmanship or materials, or any Consequential Loss in 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;
- Where it is discovered that this policy was purchased more than 72 hours following the fitment of the new Tyre.

How to Claim

If Damage occurs please report Your claim via the following process;

- 1) Log into Your Rubber Ring account at rubber-ring.co.uk
- 2) Select "Make A Claim" from your dashboard.
- 3) If you have multiple policies, select the policy on which you want to make the claim
- 4) You will be taken through a series of questions via our claims-bot William, which will include requests for images and video evidence of the Damage.
- 5) Submit the claim to our Claims Team who will then be in touch to advise the outcome of your claim.

Alternatively you can call us on 0344 573 7557.

If the repair has been carried out prior to authorisation, the above process must still be adhered to in order for your claim to be valid. A claims authority number will be issued with an authorised Repair Cost or Replacement Cost, which is the most We will pay for the repair or replacement, subject to Your Claim Limit and Policy Limit.

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.

- i. Making a Claim** All claims MUST be made within seven days of the Damage occurring.
- ii. Protect the Damaged Tyre** In the event of Damage to any Tyre(s), they must be removed from the Vehicle and repaired or replaced before the Vehicle is driven again. If the Vehicle is recovered to a Repairer it must be in such a way that only roadworthy Tyre(s) are in contact with the road i.e. by low loader or trailer where towing would be inappropriate.
- iv. Claims Procedure** A detailed claims procedure is given in this policy. You must follow this procedure; failure to do so may result in non-payment of Your claim.
- v. Repair or Replacement Costs** Should You have the tyre(s) repaired or replaced before the outcome of your claim then you agree You will have to pay the Repairer and recover reasonable costs from Us, subject to Your Policy Limit and Claim Limit.
- vi. 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 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 limiting Our ability to assess Our liability under the policy.
- vii. Salvage** We accept no liability for the responsible disposal of Tyre(s).
- viii. Use of Engineers** At notification of any claim We reserve the right to instruct a qualified engineer to: inspect Your Vehicle and its Tyre, before authorising any claim; or inspect any Tyre which have been removed, together with any original documentation, within one calendar month after any repair or replacement 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.
- ix. When You Collect Your Vehicle** After repair, 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 Administrator as soon as possible. Note: We do not accept responsibility for faults in workmanship or materials in repairs paid for by Us on Your behalf.

Cancellation and Cooling-Off Period

Please note, the following text applies to the 12 month policy. The 4 week free of charge policy can be cancelled at any time.

If You choose to cancel at any point during Your 4 week free of charge policy, You will not be charged and Your 12 month policy will not incept. You have 30 days from the inception of Your 12-month policy to cancel the policy and obtain a full refund. To cancel Your policy within this 30-day period you can do so by logging into Your Rubber Ring account at rubber-ring.co.uk.

After this period, You can cancel Your policy at any time; however no refund will be paid.

Please note, you will not receive a refund where you have already made a successful claim on the policy.

Complaints Procedure

We hope that You will be pleased with the service We provide. In the unlikely event of a complaint, You should contact the Administrator on 0344 573 7557, or in writing to: The Customer Services Manager, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

You can also email the Administrator at complaints@motor-admin.com

We abide by the Motor Industry Vehicle Warranty Products Code of Practice which can be found on The Motor Ombudsman website at www.TheMotorOmbudsman.org.

If it is not possible to reach an agreement, You also have the right to ask the Financial Ombudsman Service to review Your case. The right to apply to the Ombudsman must be exercised within six months of the date of Our final decision. For more information You can visit the Financial Ombudsman Service website: www.financial-ombudsman.org.uk or write to: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123.

The above complaints procedure is in addition to Your statutory rights as a consumer.



The Motor Ombudsman will offer free impartial information and if appropriate an alternative dispute resolution process in the event that You are not satisfied with the outcome of a concern.

For further information, You can visit The Motor Ombudsman website at www.TheMotorOmbudsman.org or call their Information Line on 0345 241 3008.

The above complaints procedure is in addition to Your statutory rights as a consumer.

General Conditions that Apply to this Policy

Governing Law

This policy is subject to English Law unless otherwise agreed.

Language

All communication between You and Us will be conducted in English. We record telephone conversations to offer You additional security, resolve complaints and improve service standards. Conversations may also be monitored for staff training purposes.

Financial Services Compensation Scheme

The Insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the Insurer is unable to meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim amount, without any upper limit.

For further information about the scheme (including the amounts covered and eligibility to claim) you can contact the FSCS helpline on 0800 678 1100 or 0207 741 4100, visit the website www.fscs.org.uk or write to Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY.

Privacy and Data Protection Notice

YOUR DATA

For the purposes of the UK Data Protection Laws, the data controllers in relation to the personal data you provide for this product are Car Care Plan Limited (CCPL) and Rubber Ring Financial Services Limited. The provision of your personal data enables Rubber Ring Financial Service Limited to provide you with a quotation, for you to enter into a contract for Rubber Ring Tyre Insurance, in making a request for service or benefit, and for administering the policy and for CCPL to administer the claims on this policy.

Details of how both Rubber Ring Financial Services Limited and CCPL process your data are set out below.

Rubber Ring Financial Services Limited (Registered No: 12075495) Registered Office:
40 Calderbrook Drive, Stockport SK8 5RT.

If you have any questions concerning the use of your personal data, please contact Rubber Ring at team@rubber-ring.co.uk, or write to: Data Protection Administration, Rubber Ring Insurance, Beehive Lofts, Jersey Street Manchester M4 6JG.

Car Care Plan Limited (CCPL) (Registered No: 850195) Registered Office: Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

If you have any questions concerning the use of your personal data, please contact the Data Protection Officer, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

Rubber Ring Financial Services Limited

Commitment For Protecting Your Privacy

Using our service means that you've read and agreed to what's written here, so please take a moment to go over it. We will never, EVER, sell your data to others, or use it for purposes other than our main business. Keeping your personal information secure is incredibly important to us, and we invest a lot of effort in protecting it. We only collect information in accordance with the applicable data protection law that we need to conduct our business, improve our products, provide adequate pricing, help us with marketing and prevent fraud. For that, we may collect data such as general location, network information and other indicators.

What information do we collect about you?

We collect information about you when you register with us, contact us or place an order for our services. We also collect information when you voluntarily complete customer surveys, provide feedback and participate in competitions.

How will we use the information about you?

We use your personal information to send you a quote, process your order (such as your name, postal address and e-mail address), demographic profile information (for instance, your postcode and age), to manage your account, and if you agree, to contact you by email, via social media, SMS, post or telephone, about other products and services we think may be of interest to you.

We use your information collected from the website to personalise your repeat visits to our website.

We shall use your personal information for:

- a) performing the services which you have requested;
- b) delivering any prizes or discounts which you may be entitled to through promotions or competitions run by us or our partners;
- c) any regulatory or legal purposes imposed on us (for instance for reporting to the Financial Conduct Authority);
- d) informing you about other services and products provided by us or our partners which may be of interest to you (where you have provided your consent).

Privacy and Data Protection Notice - continued

Marketing

We would like to send you information about our product and services, carefully selected partners, which may be of interest to you and where you have consented to receive marketing. You have right at any time to stop us from contacting you for marketing purposes or sharing your information with other members of the group or partners and you can manage these preferences from your Account.

Unless we hear from you otherwise, we shall keep you informed of any promotions, discounts or other products and services from Rubber Ring that we may think may be of interest to you for up to 36 months from your last interaction with us. Following such period, we shall assume that you are no longer interested in such promotions, discounts or other products and services.

You have right at any time to stop us from contacting you for marketing purposes or sharing your information with other members of the group or partners and you can manage these preferences from your Account.

Access to your information and correction

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all your personal information, please email us at team@rubber-ring.co.uk, or write to us at: Data Protection Administration, Rubber Ring Insurance, Beehive Lofts, Jersey Street Manchester M4 6JG.

We want to make sure that your personal information is accurate and up to date.

You may ask us to correct or remove information you think is inaccurate.

Dealing with other people

To comply with data protection legislation, the request of many of our policy holders and to make the managing of your policy more convenient, it is our procedure to deal only with the person named on the policy. If you would like someone else to be able to deal with your policy for you on a regular basis, please let us know. In some exceptional circumstances, we may also deal with other people who call us on your behalf. If at any time you would prefer us to deal only with you, please call to let us know on 0161 533 0803. In dealing with other people on your behalf we will need to process their personal information, please ensure you have the permission for us to process their information for such purposes to enable them to deal with your policy.

For more information please visit www.rubber-ring.co.uk/privacy-policy.

Car Care Plan Limited

Car Care Plan Limited (CCPL) will use the personal data it holds about you for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide you with information, products or services that you request from CCPL. CCPL will also use your data to safeguard against fraud and money laundering and to meet the CCPLs general legal or regulatory obligations.

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

CCPL may transfer your personal data to destinations outside the European Economic Area ("EEA"), and where this happens, CCPL will ensure that it is treated securely and in accordance with the UK Data Protection Laws.

Privacy and Data Protection Notice - continued

You have the right to ask CCPL:

- not to process your data for marketing purposes,
- to see a copy of the personal information held about you,
- to have your data deleted (subject to certain exemptions),
- to have any inaccurate or misleading data corrected or deleted,
- to ask for a copy of your data to be provided to any controller, and
- to lodge a complaint with the local data protection authority.

Your data will not be retained for longer than is necessary, and will be managed in accordance with CCPLs data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the contract, or CCPLs business relationship with you, unless the data must be retained for a longer period due to business, legal or regulatory requirements.

The above is a summary of the main ways in which CCPL processes your personal data. For more information please visit www.view-privacy-policy.co.uk.

Anti-Fraud and Theft Registers

We or the Administrator may pass information to various anti-fraud and theft registers.

The aim is to help insurers check the information provided and to prevent fraudulent claims. When Your request for insurance is considered, these registers may be searched. When You tell the Administrator about an event, the information relating to the event will be passed on to the registers. It is a condition of this policy that You inform the Administrator about an event, whether or not it gives rise to a claim.

Fraud

You must not act in a fraudulent way. If You or anyone acting for You:

- makes a claim under the policy knowing the claim to be false or exaggerated in any way; or
- makes a statement in support of a claim knowing the statement to be false in any way; or
- provides the Administrator with any documentation in support of a claim knowing the documentation to be forged or false in any way; or
- makes a claim for any loss caused by Your deliberate act or with Your agreement.

Then We or the Administrator:

- will not authorise the claim;
- may not authorise any other claim which has been or may be made under the policy;
- may declare the policy void;
- will be entitled to recover from You the amount of any claim already paid under the policy;
- will not return any of Your Premium;
- may let the police know about the circumstances.

Consumer Insurance (Disclosure and Representations) Act 2012 and Insurance Act 2015

You are required by the provisions of these Acts to take care to supply accurate and complete answers to all the questions in the application and to make sure that all information supplied is true and correct. You must tell Us of any changes to the answers You have given as soon as possible. Failure to advise Us of a change to Your answers may mean that Your policy is invalid and that it does not operate in the event of a claim. We may also recover any money We may have paid under this policy.

Under English Law, it is an offence to make a false statement or to withhold any material information in order to obtain a schedule of insurance.

We reserve the right to decline any insurance risk or to change the Premium and the terms quoted.

END.