

Shortfall Tyre Damage Insurance has been designed to contribute towards the cost of repairing or replacing the **Tyre(s)** fitted to the **Insured Vehicle** in the event that they are **Damaged** within the **Period of Cover**. Please refer to the What Is Covered Under This Insurance section of this policy.

**IMPORTANT:**

- You may only purchase this policy within 30 days of the date You take delivery of the **Insured Vehicle**
- There is an initial wait period of 30 days after the **Start Date** in which You are not able to make a claim

## Eligibility

In order to be eligible for this policy, the following must apply throughout the **Period of Cover**:

- You must be a permanent resident of, or in the case of a corporate body, must be registered in the United Kingdom
- You must be the registered keeper and/or owner of the **Insured Vehicle**
- You must 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, and;
- You must have paid the **Premium**

This policy will not provide cover for:

- **Tyre(s)** that do not carry the 'European E' mark
- Any vehicle that is more than 8 years old and/or has registered more than 80,000 miles on the odometer on the date You purchase this policy
- Any vehicle with a gross vehicle weight of more than 3,500kg
- Any vehicle used in the motor trade or insured on any type of motor trade insurance policy
- Any vehicle used at any time in a public service capacity, such as Military, Police or Ambulance vehicles
- Any vehicle used at any time for hire and reward; courier or delivery services; short-term self drive; 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
- Any vehicle used at any time for any type of competition or rally; racing; any type of track day; off road; speed testing; pace making, or reliability trials
- Motorcycles; quad bikes; tricycles; mopeds; sidecars; trailers; all off-road motorcycles; kit cars; invalid carriages; buses, coaches; stretched limousines, touring caravans or trucks, or;
- Any vehicle manufactured by AC, Ascari KZ1, Aston Martin, Bentley, Bristol, Bugatti, Caterham, Daimler, De Tomaso, Dodge SRT10 models, Ferrari, Ford GT models, Gumpert Apollo, Honda NSX models Invicta, Jensen, Lamborghini, Lister, Lotus, Maserati, Marcos, Maybach, McLaren, Morgan, Noble, Pagani Zonda, Rolls Royce, TVR, or Westfield

## How To Contact Us

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

### To Make A Claim

By telephone: 01454 642 327

By e-mail: warrantyclaims@mapfre.co.uk

In writing: 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA

### Customer Services

By telephone: 0800 195 4926 or 0151 647 7556

By e-mail: customerservices@aequitas-automotive.co.uk

Telephone lines are open Monday – Friday between the hours of 9am-6pm and on Saturday between the hours of 10am-4pm.

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

## Your Contract Of Insurance

This policy and the **Policy Schedule** 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 Prudential Regulation Authority. Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request. MAPFRE ASISTENCIA Compañía Internacional de Seguros y Reaseguros Sociedad Anonima is incorporated and registered in the Kingdom of Spain and registered as a foreign company in the United Kingdom with company number FC021974, acting through its UK branch with branch number BR008042 and its principal office is at Dixon House, 72-75 Fenchurch Street, London, EC3M 4BR.

### Administrator

This insurance is administered by Aequitas Automotive Limited acting on behalf of the Insurer. Aequitas Automotive Limited is authorised and regulated by the Financial Conduct Authority with FCA number 821163. Aequitas Automotive Limited is registered in England and Wales with company number 7347606 and its registered office is at 56 Hamilton Square, Birkenhead, Wirral, CH41 5AS.

### Claims Administrator

Claims are administered by Abraxas Insurance Administration Services Limited who acts on behalf of the Insurer. Abraxas Insurance Administration Services Limited is authorised and regulated by the Financial Conduct Authority with FCA number 308702. Abraxas Insurance Administration Services Limited is registered in England and Wales with company number 02928787 and its registered office is at 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA.

## How To Make A Claim

In the event of a claim please contact the Claims Administrator within 7 days of the **Damage** occurring and have Your **Policy Schedule** and vehicle registration number to hand.

An **Authority Number** must be obtained from the Claims Administrator before any repairs/replacements take place (unless You need to make an emergency **Tyre** claim outside of the Claims Departments opening hours).

In order to make a claim for malicious **Damage** to the **Tyre(s)** fitted to the **Insured Vehicle**, You must first report the **Incident** to the Police and You must obtain a crime reference number.

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**.

1. The Claims Administrator 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 the Claims Administrator on 01454 642 327 and ask for the authority to carry out a repair or replacement of the **Tyre(s)** fitted to the **Insured Vehicle**
4. If Your claim is covered, the Claims Administrator will advise the **Approved Repairer** how much will be paid under this policy and an **Authority Number** for this amount will be issued.

5. The **Approved Repairer** will then either repair or replace the **Damaged Tyre(s)** depending on the extent of the **Damage** and invoice the Claims Administrator directly for the costs

## 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 with the repairer at the time
2. Upon completion of the repairs/replacement, **You** will need to send the Claims Administrator the following information/documentation:
  - **Your Policy Schedule**
  - The original invoices and receipts for the repair or replacement of the **Damaged Tyre(s)**
  - A photo of the **Damaged Tyre(s)**, and;
  - The tread depth reading across the full width of the **Damaged Tyre(s)**
3. Provided that **Your** claim is valid, the Claims Administrator will reimburse **You** up to the limits specified on **Your Policy Schedule**

The Claims Administrator reserves the right to request a digital photo of the **Damage** or additional supporting information in order to process **Your** claim. If requested, any additional supporting documentation can be sent to the Claims Administrator at **Your** expense.

If the information/documentation is not given to the Claims Administrator within 30 calendar days of opening a claim, then unless the Claims Administrator agrees an extension, or other exceptional circumstances apply, **Your** claim may not be paid.

## Definitions

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

- **Approved Repairer** means an approved garage or associated facility authorised by the Claims Administrator
- **Authority Number** means the number issued by the Claims Administrator to confirm that **Your** claim will be paid
- **Damage(d)** means:
  - 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, or;
  - b) A puncture
- **Incident** means a circumstance where **Damage** occurs to the **Tyre(s)** fitted to the **Insured Vehicle** which results in a claim under this policy
- **Insured Vehicle** means the vehicle shown on **Your Policy Schedule**
- **Period of Cover** means the period commencing 30 days after the **Start Date** until the earliest of the following:
  - a) The end of the **Period of Cover** shown on **Your Policy Schedule**
  - 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, or repossessed, or;
  - e) The date a claim for the maximum number of **Tyre(s)** specified on **Your Policy Schedule** has been registered by the Claims Administrator
- **Policy Schedule** means the validation certificate issued alongside this policy that sets out the name of the insured person or company, the vehicle covered and the limits applicable to this insurance
- **Premium** means the amount payable by **You** (including any taxes, commissions or charges) for cover under this policy
- **Start Date** means the date **Your** insurance policy commences as shown on **Your Policy Schedule**
- **Tyre(s)** means the **Tyre(s)** fitted to the **Insured Vehicle** that meet the manufacturer's specification and that comply with this policy's Eligibility criteria
  - **United Kingdom** means England, Scotland, Wales, Northern Ireland, The Isle of Man and the Channel Islands

- **You/Your** means the individual or company specified on **Your Policy Schedule**

## What Is Covered Under This Insurance

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 cost of materials and labour that the Claims Administrator deems 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** is deemed to be **Damaged** beyond economical repair, the reasonable cost of materials and labour that the Claims Administrator deems to be fair (by assessing market average repair costs) to balance and fit a replacement **Tyre** of similar make and quality

This policy will cover a maximum of 3 **Tyres** per 12 month period from the **Start Date**. The maximum amount that this policy will pay per **Tyre** is £300.

## What Is Not Covered Under This Insurance

1. **Damage** that occurs within the first 30 days from the **Start Date**
2. VAT if **You** are VAT registered
3. Any costs to repair or replace **Tyre(s)** fitted to the **Insured Vehicle** that:
  - a) The Claims Administrator does 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)
  - b) Do not satisfy the requirements set out under the How To Make A Claim section of this policy, or;
  - c) Have not been reported to the Police and a crime reference number obtained in the case of malicious **Damage**
4. **Tyre(s)** fitted to the **Insured Vehicle** if they are used at the incorrect pressure
5. Any costs to repair **Tyre(s)** where the **Damage** is caused by wear and tear due to age and/or usage including unevenly worn **Tyre(s)**, fire or theft, or by a road traffic accident where there is a motor insurance claim that involves another vehicle
6. Any **Damage** that would not result in failure of an MOT test, for example any claim for cosmetic repair of the **Tyre(s)** only
7. Any claim where there has been an attempt to remove the serial number or other identifying marks from the **Tyre(s)**
8. **Damage** caused by faulty manufacture or design
9. **Damage** caused by incorrect wheel balancing, defective steering geometry/tracking, or defective suspension
10. Loss of use of the **Insured Vehicle** or any other consequential losses that are directly or indirectly caused by the event which led to **Your** claim, such as travel expenses or loss of earnings
11. Any indirect losses incurred as a result of the **Damage** to the **Tyre(s)**. An example of this would be **Damage** to suspension components
12. **Tyre(s)** that have a tread depth on or below 2.5mm on any part of the patterned surface of the **Damaged Tyre(s)**
13. **Damage** caused by pressure waves of an aircraft or other aerial device travelling at sonic or supersonic speed
14. 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
15. Any **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
16. Any **Damage** that occurs before the **Start Date**, outside the **Period of Cover**, or outside the **United Kingdom**
17. Anything not specified under the What Is Covered Under This Insurance Section of this policy

## Conditions

1. If **You** do not adhere to the terms & conditions of this policy, it may delay settlement of **Your** claim
2. The Claims Administrator reserves the right to examine the **Insured Vehicle** and subject the **Tyre(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
3. This policy will only cover the number of **Tyre(s)** listed on **Your Policy Schedule**, and only **Tyre(s)** fitted to the **Insured Vehicle** will be covered
4. This policy is not renewable or transferable to any subsequent owner of the **Insured Vehicle** or to any other vehicle
5. If the **Damage** to the **Tyre(s)** fitted to the **Insured Vehicle** is caused by malicious **Damage**, **You** must report the **Incident** to the Police and obtain a crime reference number
6. The Claims Administrator reserves the right to ask for proof of ownership of the **Insured Vehicle**
7. This policy is in addition to **Your** legal rights

## Changes In Your Circumstances

**You must call the Administrator immediately on 0800 195 4926 or 0151 647 7556 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 commercial purposes)
- **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)
- **You** have **Your Motor Insurance Policy** declined or cancelled, or;
- **You** develop any problems that affect **Your** ability to drive

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

## Other Insurance

If the risk covered by this policy is also covered by any other insurance, this policy shall only be responsible for paying a fair proportion of any settlement which would otherwise be due under this policy.

## Subrogation

The Claims Administrator may at their own expense, following the payment of a claim, take over **Your** rights to recover payment, relief or indemnity from other parties to which they may become entitled or subrogated under this policy, and **You** agree to such acts that may be reasonably required by the Claims Administrator for that purpose.

## 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 the Administrator 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** purchase this insurance. Please quote the number that appears on **Your Policy Schedule**.

### Cancellation outside the cooling-off period

If this policy is cancelled at any time after the 30 day cooling off period from the date **You** purchase this insurance, 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 £35.00. Any refund due will be calculated on a daily pro-rata basis from the date the Administrator receives the letter, email or phone call of cancellation.

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

In writing: 56 Hamilton Square, Birkenhead, Merseyside, CH41 5AS

By telephone: 0800 195 4926 or 0151 647 7556

By e-mail: customerservices@aequitas-automotive.co.uk

The Administrator reserves the right, in the event any fraudulent activity or non-compliance with these policy terms & conditions, to cancel this policy at any time before or during the **Period of Cover**. Additionally, once a valid claim has been registered by the Claims Administrator, no refund of **Premium** will be due.

## 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 with no upper limit.

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

By telephone: 0800 678 1100 or 020 7741 4100

By e-mail: enquiries@fscs.org.uk

For more information please visit [www.fscs.org.uk](http://www.fscs.org.uk)

## Data Protection

The Insurer, Administrator and Claims Administrator need to obtain personal information from **You** to provide **You** with this policy of insurance.

The Insurer, Administrator and Claims Administrator 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 agents who provide services on **Your** behalf under the terms of the policy
- To confirm, maintain, update and improve customer records
- To analyse and develop their 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 undertaken by the Insurer, Administrator and Claims Administrator and/or any sectorial organisation in Europe

The Insurer, Administrator and Claims Administrator may share **Your** details with other companies within the MAPFRE group to support the administration of **Your** policy. The Insurer, Administrator and Claims Administrator deal with third parties that they trust to treat their customers' personal information with the same stringent controls that they apply themselves. Information which **You** supply in connection with this policy will be held on their computer records. **Your** personal information will not be kept for longer than necessary.

**You** are entitled on request to receive a copy of the personal information the Insurer, Administrator and Claims Administrator hold about **You**. This will be information that **You** have given during **Your** policy. The Insurer, Administrator and Claims Administrator do not hold any information relating to **Your** credit status. If **You** would like a copy of **Your** information, please

contact the Administrator or MAPFRE ABRAXAS' Data Protection Officer, 1 Victoria Street, Bristol Bridge, Bristol BS1 6AA.

The Insurer, Administrator and Claims Administrator keep records of any transactions **You** enter with themselves or their partner companies for six 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 legal and regulatory requirements. The Insurer, Administrator and Claims Administrator may keep other personal information about **You** if it is necessary to do so to comply with the law.

To assist with fraud prevention and detection the Insurer, Administrator and Claims Administrator may:

- Share information about **You** across the MAPFRE group, with other insurers and, where 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 the Administrator and the Claims Administrator false or inaccurate information and **You** are suspected of fraud, this will be recorded 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 other satisfactory proof of identity
  - 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 the Administrator or Claims Administrator. **You** can do this by contacting the MAPFRE ABRAXAS' Data Protection Officer, 1 Victoria Street, Bristol Bridge, Bristol BS1 6AA.

## Law Applicable To The Contract

The parties to this policy can choose the law that applies to it. In the absence of any written agreement to the contrary, 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 or administered, please contact the Administrator on any of the below:

In writing: 56 Hamilton Square, Birkenhead, Merseyside, CH41 5AS

By telephone: 0800 195 4926 or 0151 647 7556

By e-mail: [customerservices@aequitas-automotive.co.uk](mailto:customerservices@aequitas-automotive.co.uk)

In the unlikely event of a dispute occurring regarding the claims administration, the terms of this policy or the service received, **You** should contact the Customer Care Manager who will investigate the matter:

In writing: The Customer Relations Team, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA

By telephone: 0330 400 1420

By e-mail: [customerrelationsteam@mapfre.co.uk](mailto:customerrelationsteam@mapfre.co.uk)

The Claims Administrator's 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 the Administrator or Claims Administrator's final response:

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

By telephone: 0800 023 4567

For more information please visit [www.financial-ombudsman.org.uk](http://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.