



Tyre Insurance Policy Document



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Welcome to AutoTrust Tyre Insurance. As part of our commitment to our customers, AutoTrust Tyre Insurance has been designed to help you avoid any unexpected costs of repairing or replacing damaged tyres on your vehicle.

Please keep this document safe as you will need it if you need to make a claim.

If you need to make a claim, you should follow the claims process shown on page 14.

AutoTrust Tyre Insurance has the top 5-star rating from defaqto. defaqto is the UK's leading independent financial information business and all defaqto star ratings, including this one, are available on the defaqto comparison website.



We (Motors Insurance Company Limited) will provide this insurance under the terms, exceptions, conditions and any endorsement of this policy, for any period of insurance **we** have accepted **your premium** for, and which **you** have paid for in full or entered into an agreement with **us** to pay **your premium**. This insurance 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. The **schedule** and any endorsement are all part of this policy. **You** must read all the documents that make up **your** policy as one document.

Please read this policy and **your schedule** carefully and make sure that they meet **your** needs. If **you** have any questions, please contact the **administrator** on 0344 573 8002.

Certain words or expressions that appear in **your** policy have the meaning given in the definitions section on page 6.

As part of our commitment to make this document as easy to understand as possible, we have worked with Plain English Campaign to achieve a Crystal Mark for the wording.



Insurer

We, Motors Insurance Company Limited, are the insurer. **We** provide **your** cover.

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority, under number 202875.

You can check this on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register.

Administrator

Your cover is administered by Car Care Plan Limited, who are authorised and regulated by the FCA.

You can contact Car Care Plan on 0344 573 8002.

Whenever the following words or expressions appear in **your** policy in bold type, they have the meanings given below.

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**.

Damage

The sudden and unforeseen deflation of a **tyre** arising from accidental damage to the **tyre**, or

malicious damage to a **tyre** or valve caused by a third party, which means that the **tyre** needs to be repaired or replaced before it can be used. **We** also cover damage to the side of a **tyre** (without sudden and unforeseen deflation) if this makes the **tyre** illegal under UK MOT testing standards.

Insurer

Motors Insurance Company Limited
Jubilee House
Thornbury
BD3 7AG.

Period of insurance

The period shown on the **schedule**, which **we** have agreed to provide cover for and which **you** have paid, or agreed to pay, the full **premium** for.

Your policy is non-renewable.

Policy limit

During the **period of insurance you** can claim for up to five **tyres** fitted to **your vehicle**.

Premium

The total amount **you** have agreed to pay **us** for this insurance policy. If **you** have not paid **your premium, we** will not provide cover from the date the **premium** was due. If **you** have chosen the monthly payment option and **you** miss any instalment, **your** policy will end 30 days after the date the missed instalment was due.

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.

Repairer

The person or organisation who is authorised by **us** to carry out the repair work to **your tyre (or tyres)**.

Repair cost

The reasonable cost of materials, including the cost of a new valve if necessary, and labour needed to repair a **tyre** and then fit and balance the repaired **tyre**.

Replacement costs

The cost of providing, fitting and balancing a **tyre** of similar make and quality as the **damaged tyre**, including the cost of a new valve if necessary.

Schedule

The document **we** will provide to give **you** details of the **vehicle** covered by **your** policy.

Start date

The date the insurance cover starts, as shown on **your schedule**.

Territorial limits

England, Scotland, Northern Ireland, Wales, the Channel Islands and the Isle of Man.

Tyres

The four tyres fitted to **your vehicle**, plus the spare tyre, on the **start date** of **your** policy and any replacement tyres provided under this policy.

Wear and tear

Damage or **tyre** tread of less than 1.6mm anywhere on the **tyre** caused by age or use, which means the **tyre** needs to be replaced.

We, us, our

Motors Insurance Company Limited.

You, your

The person covered by this insurance, who is at least 18 years old and lives in the **territorial limits**.

Your vehicle

The car shown on **your schedule**.

To be eligible for cover under this policy, **you** must meet the following conditions. **Your vehicle** must:

- be shown in Glass's Guide; and
- be used only for social, domestic and pleasure purposes, and for commuting to and from a place of work and where it is insured for class 1 or class 2 business use.

Your vehicle must not:

- be insured on any type of motor trade insurance policy or for class 3 business use;
- be a light commercial vehicle or panel van;
- be a contract-hire or lease vehicle (personal contract-hire or personal lease vehicles can be covered);
- be used as an emergency or military vehicle, courier or delivery vehicle, for driving school tuition, for any hire or reward, or as a taxi;

- be used for track days, road racing or rallying, pacemaking, speed testing or any other competitive event;
- have been bought from a private seller;
- have been modified, other than in line with the manufacturer's specification;
- be a scooter, motorcycle, touring caravan, vehicle that does not meet UK specifications or is not built for sale within the **territorial limits**, kit car, bus, coach, truck, trailer or heavy goods vehicle;
- be owned by a garage, motor trader or any other associated motor trade company; or
- have been manufactured in the USA and imported direct from there and bought as new from an authorised distributor within the **territorial limits**.

You must:

- be either the owner or registered keeper of **your vehicle** or have a personal finance, personal contract-hire or personal lease agreement relating to **your vehicle**;
- be at least 18 years old on the **start date** of this policy;
- live in the **territorial limits** for the **period of insurance**;
- have applied for this insurance cover by filling in the correct forms;
- have paid or agreed to pay the insurance **premium** for this policy; and
- agree to keep to the terms and conditions of this policy.

Changes in your circumstances

Please tell the **administrator** immediately about any of the following changes that may affect **your** cover. If **you** do not do this, **your** policy may not be valid and **your** claim may not be paid. **You** must tell the **administrator** if:

- **you** move house;
- **your** name changes (for example, because **you** get married);
- **you** change **your vehicle** or the owner of **your vehicle** changes;
- **you** change what **you** use **your vehicle** for (for example, **you** start using it for business purposes);
- **you** make changes to **your vehicle**; or
- **you** change **your** registration number to a cherished number plate.

We will cover up to the **claim limit** shown on **your schedule** for up to five tyres which need to be repaired or replaced as a result of **damage** which happens during the **period of insurance**. The **administrator** will handle all claims.

What is not covered

We will not cover the following.

- **Wear and tear**, including any **tyres** that have worn unevenly because of a fault in the vehicle which affects the steering or suspension or the wheels not being properly balanced.
- Failure of a suspension part or shock absorber, or any failure which a qualified engineer believes was caused fully or partly by a lack of maintenance, for example by not having the correct **tyre** pressure.
- Any **damage** caused by a fire or road traffic accident.
- Any **damage** if **your vehicle** is declared a total loss.
- Any **damage** which the **administrator** believes happened before the **start date**.
- Any **damage** which **you** report to the **administrator** more than seven days after the incident.
- More than five **tyre** claims in the **period of insurance**.
- Any **tyres** which have been modified in any way from the manufacturer's specification.
- Any **tyres** which are not 'E' marked to show that they meet all current European legislation and guidelines, and any claim where there has been

an attempt to remove the serial number or other identifying marks from the **tyre**.

- Any claim if **you** have reached the **claim limit**.
- Any further **damage** caused by **your vehicle** being driven after the initial damage to a **tyre**.
- Any repair that is carried out, or replacement **tyre** that is fitted, before the **administrator** has approved it.
- Any claim for malicious damage if **you** do not provide a valid crime reference number.
- Any loss **you** have claimed for under any other insurance.
- Any liability **you** have to any other person or organisation.
- **Damage** caused by any deliberate or unlawful act or failure to act. This does not include malicious damage.
- Theft of **your tyres**.
- Any claim if, at the time of the **damage**, the **tyre** tread is less than 2mm anywhere on the **tyre**.
- Manufacturing faults, including if the **tyres** are recalled.
- The cost of disposing of the **tyres**.
- Any other costs that are indirectly caused by the event which led to **your** claim, unless **we** specifically tell **you** these are covered in this policy.
- Any fraudulent, dishonest or false claim.
- Any **damage** that is caused by nuclear substances or activity.
- Any **damage** that is caused by war, civil commotion, labour disturbances, riot, strike, lockout, public disorder or terrorism.

General exceptions under this policy

Earthquake

This policy does not cover any loss or **damage** to **your vehicle** that is caused by an earthquake.

Pressure waves

This policy does not cover any loss that is caused by pressure waves of an aircraft or other flying device travelling at or above the speed of sound.

Radioactivity

This policy does not cover any loss caused by:

- ionising radiation or radioactive contamination from nuclear fuel or from burning nuclear fuel; or
- radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

Riot

We will not cover any loss that is caused by riot or civil commotion if the loss or damage to **your vehicle** happens outside the **territorial limits**.

Sanction limit and exclusion clause

We will not provide cover and will not pay any claim or provide any benefit under this insurance if doing so would put **us** at risk of a sanction, ban or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the UK or the USA.

War

This policy does not cover any loss caused by war, invasion (whether or not war is declared), revolution, military force, terrorism or other hostile events, unless **we** must provide cover under the road traffic acts.

You must call the **administrator** on 0344 573 8002 within seven days of the **damage** happening. **You** must follow the claims procedure as explained in this document and by the **administrator**. So that the **administrator** can assess **your** claim, **you** must give them:

- **your** personal details (for example, **your** name and address) and details of **your vehicle**;
- full details of the **damage** and what caused it, if **you** know; and
- the tread depth of the **damaged tyre (or tyres)**.

You will need to send the **administrator** digital photos or videos of the **damage** to help them assess **your** claim. **You** can email these to damage@carcareplan.co.uk.

You must take all reasonable steps to avoid loss or **damage** to **your vehicle** and its **tyres**.

You must regularly, and as part of **your vehicle** service, check the general condition of **your tyres** and make sure the condition is within the legal standards. All **tyres** must have a tread of at least 2mm across the full tread area of the **tyre** at all times during the **period of insurance**.

If **your** claim involves malicious damage, **you** must report the incident to the police and tell the **administrator your** valid crime reference number.

If the claim is covered by the policy, the **administrator** will authorise the repair. They will issue a claims authority number with an authorised **repair cost**, which is the most **we** will pay for the repair (up to **your claim limit**).

If **you** need a repair outside the **territorial limits** or out of hours and cannot contact the **administrator** for authorisation and a claim authority number, please do the following.

If the **repairer** is based outside the **territorial limits** or, in the case of an out-of-hours repair, refuses to wait for payment from **us**, **you** can pay their invoice and, as long as the repair is covered by this policy, claim the **repair cost** back from **us** (up to **your claim limit**).

To claim the **repair cost** back from **us**, **you** must send the **administrator** the following information.

- **Your** policy number and **vehicle** details
- Confirmation that the tread is at least 2mm across the full tread area of the **damaged tyre** (or **tyres**)
- Details of what caused the **damage**
- An itemised invoice for repairing or replacing the **tyre**
- A valid crime reference number if the **damage**

was caused maliciously

- Details of where the **damaged tyre** is in case **we** want to inspect it
- **Your** contact and payment details

You will need to send the **administrator** digital photos or videos of the **damage** to help them assess **your** claim. **You** can email these to damage@carcareplan.co.uk.

Our right to recover costs

After paying any claim, **we** may, at **our** own expense, take over **your** rights to recover payment or relief from a third party responsible for the loss, up to the amount **we** have paid out under the policy.



Cancellation and cooling-off period

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If this policy does not meet **your** needs, **you** have 30 days from the date **you** received **your** policy documents to cancel the policy and receive a full refund. To cancel **your** policy within this 30-day period please contact the supplier who sold **you your** policy.

If **you** want to cancel **your** policy after this 30-day period, **you** can cancel at any time and receive a refund for the period **you** have not received cover for. **You** will have to pay a cancellation fee of £20 if **you** cancel after the 30-day cooling-off period. To cancel **your** policy please contact the **administrator** by calling **0344 573 8002** or by writing to:

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

We will not give **you** a refund if **you** have already made a claim under **your** policy.

If **you** have paid for **your** policy in full or on a personal finance agreement (other than a Car Care Plan Limited instalment agreement) or personal contract hire agreement, the **administrator** will give **you** a refund based on each full calendar month remaining on **your** policy. The refund will be a percentage of the original cost of **your** policy, less a cancellation fee of £20. The percentage refund will be calculated from the date the **administrator** receives **your** request to cancel.



Cancellation and cooling-off period (continued)

If **you** have paid for **your** policy in instalments through an instalment agreement with Car Care Plan Limited, **we** will calculate any refund as a percentage of the original cost of **your** policy, based on each full calendar month remaining on it. If **you** have paid all the instalment payments due under the agreement, **we** will pay the refund direct to **you**. If **you** have not paid all the instalment payments, **we** will calculate the refund in the same way, and the following will apply.

- If the refund **you** are eligible for is more than the instalment payments **you** owe Car Care Plan Limited, **we** will pay the amount of the outstanding instalments to Car Care Plan Limited and pay the difference to **you**.
- If the refund **you** are eligible for is less than the instalment payments **you** owe Car Care Plan Limited, **we** will use the refund as part payment

of **your** total outstanding instalment payments. **You** will continue to be responsible for paying the remaining outstanding payments due under **your** instalment agreement with Car Care Plan Limited until the balance (calculated at the time the **administrator** received **your** notice of cancellation) has been settled.

Please allow up to 28 days for the **administrator** to process **your** cancellation and refund.

If **you** have a question or complaint about the way **your** policy was sold to **you**, please contact the supplier who sold it to **you**.

We are committed to treating **our** customers fairly. However, **we** realise that there may be times when things go wrong.

If **you** have a complaint about **your** policy, **you** should contact the **administrator** by calling

0344 573 8002 or writing to:

The Complaints Team
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.

Please tell the **administrator your** name and **your** claim number or policy number. Calls to the **administrator** may be recorded. The **administrator** will contact **you** within five days of receiving **your** complaint. In some cases, this will be to acknowledge **your** complaint, but in others it may be to give **you** a full reply. If the **administrator** cannot deal with **your** complaint within five working days, they will aim to give **you** a full reply within 28 days. In complex cases, or where further investigation is needed, this may take longer, and they will let **you** know if this is the case. The **administrator** will respond to **your** complaint within eight weeks, which is in line with requirements set by the Financial Conduct Authority.

Financial Ombudsman Service

If **you** are still not satisfied, **you** have the right to refer **your** complaint to an alternative dispute resolution (ADR) body.

If **you** live in the UK

If **you** are still not satisfied with the way **your** complaint has been dealt with, **you** also have the right to ask the Financial Ombudsman Service to review **your** case, but **you** must do this within six months of the date of **our** final decision.

For more information **you** can contact the Financial Ombudsman Service or visit their website.

Write to: The Financial Ombudsman Service,
Exchange Tower, London E14 9SR

Phone: 0800 023 4567 or 0300 123 9123

Website: www.financial-ombudsman.org.uk

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. 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.

To make a complaint to the Motor Ombudsman **you** can either call their information line or fill in an online form at www.themotorombudsman.org/consumers/make-a-complaint.

Complaints procedure (continued)

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Please note: The Motor Ombudsman can only deal with **your** complaint if **you** have already complained direct to the **administrator** and at least eight weeks have passed since **you** did that. Complaints to the Motor Ombudsman must be made within 12 months of the **administrator's** final response.



Vehicle Warranties

If **you** live in the Channel Islands

You also have the right to ask the Channel Islands Financial Ombudsman (CIFO) to review **your** case.

For more information, **you** can contact CIFO or visit their website.

Write to: The Channel Islands Financial Ombudsman, PO Box 114, Jersey, Channel Islands JE4 9QG.

Phone:

Jersey: +44 (0)1534 748610

Guernsey: +44 (0)1481 722218

International: +44 (0)1534 748610

Website: www.ci-fo.org

Email: enquiries@ci-fo.org

If **you** live in the Isle of Man

You also have the right to ask the Financial Services Ombudsman Scheme for the Isle of Man to review **your** case. For more information, **you** can contact the Financial Services Ombudsman Scheme or visit their website.



Complaints procedure (continued)

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Write to: The Financial Services Ombudsman
Scheme, Thie Slieau Whallian, Foxdale Road, St
John's, Isle of Man IM4 3AS

Phone: +44 (0)1624 686500

Website: www.financial-ombudsman.org.uk

Email: ombudsman@iomoft.gov.im

The above complaints procedure does not affect the rights **you** have by law as a consumer or any legal right **you** have to take action against **us**. For more information about **your** rights, contact **your** local trading standards service or citizens advice bureau.

The law that applies to this policy

Unless **we** agree otherwise 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 **territorial limits** where **you** have **your** main home.

Language

All communication between **you** and **us** will be in English. **We** record telephone conversations to offer **you** more security, help **us** resolve complaints and improve service standards.

We may also monitor conversations for staff-training purposes.

The **administrator** can provide documents on audio tape or in large print if **you** ask for these. Please tell the **administrator** if **you** need any of these services to be provided so they can

communicate with **you** in an appropriate way.

Your duty

Under the Consumer Insurance (Disclosure and Representations) Act 2012, **you** must take care to give accurate and complete answers to all the questions in the **proposal** and make sure that all the information **you** provide is true and correct. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. If **you** don't tell **us** about a change to **your** answers, this may mean that **your** policy is not valid and will not pay out if **you** need to make a claim. **We** may also recover any money **we** have already paid out under this policy.

Under English Law, it is an offence to make a false statement or to withhold information in order to get insurance.

We have the right to refuse to cover any insurance risk or to change the **premium** and the terms quoted.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations under this policy. This depends on the type of business and the circumstances of the claim. Services to advise on and arrange insurance are covered for 90% of the claim amount, without any upper limit.

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

Plain English Campaign’s Crystal Mark does not cover this privacy and data protection notice.

Privacy And Data Protection Notice

1. Data Protection

Car Care Plan Limited (the “Data Controller”) are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which the Data Controller processes **your** personal data. For more information please visit www.view-privacy-policy.co.uk.

2. Use Of Your Personal Data

The Data Controller may use the personal data it holds about 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 the Data Controller or which the Data Controller feels may interest **you**. The Data Controller will also use **your** data to safeguard against fraud and money laundering and to meet the Data Controller’s general legal or regulatory obligations.

3. Disclosure Of Your Personal Data

The Data Controller may disclose **your** personal data to third parties involved in providing it with products or services, or to service providers who perform services on the Data Controller’s behalf. These include 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.

4. International Transfers Of Data

The Data Controller may transfer **your** personal data to destinations outside the European Economic Area (“EEA”). Where the Data Controller transfers **your** personal data outside of the EEA, the Data Controller will ensure that it is treated securely and in accordance with the Legislation.

5. Your Rights

You have the right to ask the Data Controller 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.

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with the Data Controller’s 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 the Data Controller’s business relationship with **you**, unless the data must be retained for a longer period due to business, legal or regulatory requirements. If **you** have any questions concerning the Data Controller’s 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.

- will be entitled to recover from **you** the amount of any claim already paid under the policy;
- will not return any of **your premium**; and
- may let the police know about the circumstances.

Contracts (Rights of Third Parties) Act

Under the Contracts (Rights of Third Parties) Act 1999 or any other relevant laws, only **you** and **we** can enforce any of the terms of this policy. This will not affect any rights other people or organisations have under other laws.

Anti-fraud and anti-theft registers

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

The aim is to help insurers check the information they are given and to prevent fraudulent claims. When considering **your** insurance application, **we** may search these registers. When **you** tell the **administrator** about an insured event, they will pass information relating to the event to the registers. It is a condition of this policy that **you** tell the **administrator** about an insured event, whether or not it leads to a claim.

Fraud

You must not act in a fraudulent way. If **you** (or anyone acting for **you**):

- make a claim under the policy knowing the claim is false or exaggerated in any way;
- make a statement to support a claim knowing the statement is false in any way;
- give the **administrator** any documents to support a claim knowing the documents are

forged or false in any way; or

- make a claim for any loss caused by **your** deliberate act or with **your** agreement;

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 (treat it as though it never existed);
- will be entitled to recover from **you** the amount of any claim already paid under the policy;
- will not return any of **your premium**; and
- may let the police know about the circumstances.

Contracts (Rights of Third Parties) Act

Under the Contracts (Rights of Third Parties) Act 1999 or any other relevant laws, only **you** and **we** can enforce any of the terms of this policy. This will not affect any rights other people or organisations have under other laws.

Crystal
Mark
23909



Clarity approved by
Plain English Campaign



Autotruster Tyre Insurance is administered by Car Care Plan Limited.

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

www.carcareplan.co.uk

Phone: 0344 573 8002

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