



momentum

Tyre Insurance



Tyre Insurance

Administered by Momentum Warranties Limited

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Tyre Insurance is in addition to Your legal rights and does not affect such rights if the goods are not of merchantable quality or are unfit for the purpose intended or not as described.

Momentum Warranties Ltd

Tyre Cover

Introduction

Thank **you** for purchasing **your tyre** cover, **we** would ask **you** read **your** policy and the details contained on **your validation certificate** 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 in the first instance **your** supplying dealer or alternatively the **administrator**.

This insurance is arranged by Momentum Warranties Ltd & underwritten by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No. SE000083. Registered Office: Plantation Place 30 Fenchurch Street, London, EC3M 3AJ

Momentum Warranties Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. 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.

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

Cancellation

We hope **you** are happy with the cover this policy provides. However, if after reading this document, this insurance does not meet with **your** requirements, please return it to Momentum Warranties Ltd, King James VI Business Centre, Friarton Road, Perth PH2 8DY. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

Thereafter **you** may cancel the insurance cover at any time by contacting Momentum Warranties Ltd however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

Fraud

Non-payment of premium

Threatening and abusive behaviour

Non-compliance with policy terms and conditions

Provided the premium has been paid in full **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

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: Momentum Warranties Ltd provides policy registrations and claims services on behalf of the **insurer**.

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 **your** policy,

Damage(d): Arising from **accidental damage** or malicious damage by a third party, necessitating im-mediate **repair** or 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,

Excess: – The first amount of any claim payable by **you** as detailed on the **validation certificate**.

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 Ltd on behalf of Great Lakes Reinsurance (UK) SE

Period of Insurance: The period specified on the **validation certificate** between the effective start date and expiry date.

Repair: means work completed by the **approved repairer / repairer** to a single **tyre**

Repair cost(s): means the standard retail cost of **repair** materials and labour, required to complete a **repair** under the policy.

Repairer means the supplying dealer or any other VAT registered business providing the supply and fitting of car tyres,

Replacement Cost(s): means the standard retail 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 reasonable labour cost of fitting and balancing of the new **tyre**.

Standard Retail Cost: means the recommended retail price tyres are supplied at, in that geographical area, from a national tyre fitter/supplier.

Tyre(s): means only the four **tyres** fitted to the **vehicle** plus the spare at inception of this policy and their replacements under this policy.

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

Vehicle -The **vehicle** as identified on the **validation certificate** by means of the **vehicle** make, model and registration number.

Wear and Tear means 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**.

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 **administrator** and the **repair** will be carried out 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 the **Claim Limit** amount specified on **your** policy schedule

What you are not covered for

This insurance will not cover the following:

- (a) **Repair** or **replacement costs** where **your validation certificate** does not confirm cover under section two of the policy.
- (b) **Wear and tear**, including any unevenly worn **tyres** caused by defective steering geometry out-side 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.
- (c) The policy **excess** as detailed on the **validation certificate**.
- (d) More than five **tyre claims** in the **period of insurance**.
- (e) Any malicious damage claim, which is not accompanied by a valid and substantiated crime reference number.
- (f) Theft of the **tyre(s)**
- (g) 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**.
- (h) **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 by **your** policy will cease on the earliest of the following:

- (a) The expiry date, as shown on **your validation certificate**;
- (b) **You**, or anyone representing **you**, defrauds or deliberately misleads the **insurer** or the **administrator**;
- (c) The **vehicle** is sold or transferred to a new owner;
- (d) The **claim limit** has been reached.
- (e) The **alloy wheels** are modified following purchase of the **Vehicle**;
- (f) The **alloy wheel(s)** are no longer fitted to the **vehicle**
- (g) 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 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) Change in Circumstances

The policy has been issued based upon information which **you** have given to the **administrator** about **You** and **your vehicle**. **You** must tell the **administrator** immediately if there are any changes to any of the following information:

You change **your** address; change of use of the **vehicle** (e.g. being used for private hire). Failure to advise the **administrator** of any of the above changes may invalidate **your** cover under this policy.

We will advise **you** of any changes in terms as a result of a change in your circumstances.

(c) **Accuracy of Information**

It is important that the information **you** provide to the **administrator** is truthful and accurate as if **you** do not and it comes to light at a later date that information **you** have given the **administrator** is incorrect, it may invalidate **your** cover and result in any **claim you** may make being declined.

(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 **administrator**
Before any work is undertaken it is **your** responsibility to ensure that the **approved** **repairer** telephones the **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 **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 VAT Registered Supplier, they 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 **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 repunting 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 **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

If **you** return to **your** supplying dealer during the **period of insurance** **you** will not need to pay the **repairer** other than any **excess** under the policy or where the cost of the claim exceeds the policy limit as the dealer will gain authority from the **administrator** to complete the **repairs** on **your** behalf.

You must contact the **administrator** or arrange for the **repairer** to contact the **administrator** by telephoning 0344 770 4541 or email to claims@momentumwarranties.co.uk 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** (accompanied by digital image)

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

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 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 the standard retail repair or replacement cost, if you send the **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 **administrator**, **you** will have to pay and recover the standard retail costs from **us**.

UK General Insurance Ltd is an agent of Great Lakes Reinsurance (UK) SE and in the matters of a claim act on behalf of Great Lakes Reinsurance (UK) SE.

Important telephone numbers

Administrators Telephone **0344 770 4541** Fax **0333 323 7731**

Email: **admin@momentumwarranties.co.uk**

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

Customer service / complaints

Complaints regarding: SALE OF THE POLICY

Please contact **The Managing Director, Momentum Warranties Ltd, King James VI Business Centre, Friarton Road, Perth, PH2 8DY. Tel: 0344 770 4541 or**

Email: admin@momentumwarranties.co.uk

If **your** complaint about the sale of **your** policy cannot be resolved by the end of the third working day, it will be passed to:

Customer Relations Department UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road,
Leeds LS10 1RJ

Telephone: 0345 218 2685 Email: customerrelations@ukgeneral.co.uk

Complaints regarding: CLAIMS

Please contact **The Managing Director, Momentum Warranties Ltd, King James VI Business Centre, Friarton Road, Perth, PH2 8DY. Tel: 0344 770 4541 or Email: admin@momentumwarranties.co.uk**

If **your** complaint about the sale of **your** policy cannot be resolved by the end of the third working day, it will be passed to: Customer Relations Department UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road,
Leeds LS10 1RJ Telephone: 0345 218 2685 Email: customerrelations@ukgeneral.co.uk

In all correspondence please state that your insurance is provided by UK General Insurance Limited and quote scheme reference 04907.

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, Exchange Tower, London, E14 9SR

Tel: 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk.

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.

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

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.



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