

# Your Contract of Insurance

## Tyre Cover

### Introduction

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Your Insurance is arranged by ALA IB Limited trading as ALA Insurance Brokers and underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

ALA IB Limited trading as ALA Insurance Brokers are authorised and regulated by the Financial Conduct Authority. Firm reference number 571109.

UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Firm reference number 310101.

This can be checked on the Financial Services Register by visiting the FCA's website at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register).

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

As You would expect You will receive a first-class service that's always reliable and handles claims quickly and efficiently, We will confirm the level of cover You have selected on Your Policy Schedule, please check the level of cover provided is correct as You will only be entitled to the level of cover recorded on the Policy Schedule. If any of Your details on the Policy Schedule are incorrect, please contact the Administrator.

### IMPORTANT

Always keep this document and Policy Schedule with Your Vehicle, as You will be required to confirm details of Your policy before We will process a Claim under the policy.

### What You Are Covered For

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Within the Period of Insurance, We will pay for the cost of Repair or Replacement Costs resulting from Damage which has occurred within the Geographical Limit of the policy to a Tyre fitted to the Vehicle. Each Claim will be handled by the Claims Administrator and the Repair will be carried by an Approved 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 this policy

The maximum number of Claim(s) during the Period of Insurance shall not exceed:

1. Five (5) Claim(s) under Your policy.
2. Our liability per Claim shall not exceed the Claim Limit as stated on your policy schedule.

### What You Are Not Covered For

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This insurance will not cover the following:

1. If Your Vehicle was purchased more than 30 days ago. Please note: will not be applicable to subsequent policies where cover is continuous from your previous ALA policy.
2. Any Claim during the Claims Waiting Period. Please note: The Claims Waiting Period will not be applicable to subsequent policies where cover is continuous from your previous ALA policy.
3. Any Damage which occurs prior to the start date of Your policy
4. Any Damage which occurs during the Claims Waiting Period.
5. Wear and Tear, including any unevenly worn Tyres caused by defective steering geometry outside manufacturer's recommended limits, or wheel balance; failure of a suspension component or shock absorber or which in the opinion of a qualified engineer was caused wholly or partly from a lack of maintenance e.g. the Vehicle being operated with incorrect tyre pressure.
6. More than five Claims in the Period of Insurance.
7. Any malicious damage Claim, which is not accompanied by a valid and substantiated crime reference number.
8. Theft of the Tyre(s).
9. Any Claim where at the time of Damage the Tyre tread depth is less than 2mm across the full legal width of the Tyre.
10. 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).

## General Exclusions

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The following exclusions apply to all sections of Your policy.

1. Where Your Vehicle is listed as an excluded Vehicle.
2. 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.
3. Faults in workmanship or materials, or any consequential loss following any Repair paid for by Us on Your behalf. It is Your responsibility to meet any charges in excess of, or rejected as not being Our liability.
4. For manufacturing defects or faults including manufacturer's recall.
5. The VAT element of any Claim where You are VAT registered.
6. Where You have exceeded the number of Claim(s) permitted during the period of insurance
7. A Claim which is the subject of fraud, false actions or dishonesty.
8. Any Damage
  - 8.1 which occurred before the inception of this insurance, or occurred due to the Vehicle being driven following the initial failure.
  - 8.2 caused by fire, any road traffic accident, or where the Vehicle is a total loss.
  - 8.3 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.
9. Any direct or indirect consequence of:
  - 9.1 Irradiation, or contamination by nuclear material; or
  - 9.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - 9.3 Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
10. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority, terrorism.

## Excluded Vehicles

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The following vehicles / Vehicle types are excluded from cover:

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

## When Your Policy Will End

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

1. The expiry date, as shown on Your Policy Schedule.
2. You, or anyone representing You, defrauds or deliberately misleads the Insurer or the Administrator.
3. The Vehicle is sold or transferred to a new owner.
4. When Your premium has not been paid in full within the required period;
5. The maximum number of Claims under the policy has been reached.

## Policy Conditions

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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.

1. **Servicing Requirements**

You must take steps to avoid loss or Damage to Your Vehicle and its Tyre(s). As evidence of this You must regularly and as part of Your Vehicle service, check the general condition and legality of Your Tyre(s). All Tyre(s) must have a minimum of 2mm tread depth across the full tread area of the Tyre at all times during the Period of Insurance.

## 2. Fraud

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

- 2.1 fails to reveal or hides a fact likely to influence whether We accept Your proposal, Your renewal, or any adjustment to Your policy;
- 2.2 fails to reveal or hides a fact likely to influence the cover We provide;
- 2.3 makes a statement to Us or anyone acting on Our behalf, knowing the statement to be false;
- 2.4 sends Us or anyone acting on Our behalf a document, knowing the document to be forged or false;
- 2.5 makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- 2.6 makes a claim for any loss or damage You caused deliberately or with Your knowledge; or
- 2.7 if Your claim is in any way dishonest or exaggerated,

We will not pay any benefit under this policy or return any premium to You and We may cancel Your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against You and inform the appropriate authorities. This policy is non-transferable

## 3. Eligibility

You are to be the owner or registered keeper of the Vehicle or you are financing the Vehicle on behalf of the owner or registered keeper of the Vehicle.

## Claims Conditions

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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 Claim 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 this could cause further Damage. In such circumstances the Tyre(s) should be removed and replaced with a serviceable spare or arrangements made to have the Vehicle recovered.
3. Contact the Claims Administrator  
Before any work is undertaken it is Your responsibility to ensure that the Approved Repairer / Repairer telephone's the Claims Administrator for authorisation.
4. Retain any replaced Tyre(s) for inspection  
In cases where You are paying the Repairer direct and reclaiming the costs from Us or We have requested the right to inspect the Tyre(s) You must ensure that the Damaged Tyre(s) are retained for one calendar month to allow inspection by an independent engineer. It is Your responsibility to ensure that the Damaged Tyre(s) are available for inspection. The Claims Administrator may arrange for an inspection of the Vehicle and / or its Tyre(s) by an independent engineer. Any decision on liability will be withheld until this report is received.
5. Claims procedure  
A detailed Claims procedure is provided below, You must follow this procedure; failure to do so may result in non-payment of Your Claim.
6. Repair or replacement authorisation  
Should You decide to give permission to the Repairer to commence work, without an authorisation number being obtained from the Claims Administrator, You do so in the full knowledge that We reserve the right not to meet Your Claim because You have denied Us Our right under this policy to inspect the Vehicle and its Tyre(s) prior to its Repair.
7. Confirming details of Your Claim with You  
To ensure We maintain the highest level of service We may contact You to confirm the details of Your Claim. Should You be contacted We will await confirmation from You that You are happy for the Repair Costs to be settled before arranging payment under the terms of Your policy. Should We not receive a response following Our request You may become liable to settle the cost of Repair as Your failure to reply will be viewed as repudiating liability under the policy
8. Salvage  
We accept no liability for the responsible disposal of Tyre(s).
  - 8.1 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.
  - 8.2 When You collect Your Vehicle / Repair(s) have been completed  
Please check that all work has been properly completed, If You are aware the Repair is not satisfactory do not sign any

satisfaction note and advise the Claims Administrator as soon as possible. We do not accept responsibility for faults in workmanship or materials for any Repairs paid for by Us on Your behalf.

## How to Claim

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You must contact the Claims Administrator by telephoning 0191 258 8141 to proceed with a Claim under the policy, You will be required to provide the following information;

1. Advise Us of Your policy number and Vehicle details;
2. A daytime contact telephone number;
3. Advise us of the cause of Damage.

Depending on the nature of Your Claim We may ask You to provide the following additional information:

1. Confirmation of the tread depth of the Damaged Tyre(s);
2. Itemised Repair/Replacement Costs;
3. Valid crime reference number in the case of malicious Damage;
4. Location of the retained Tyre(s) for inspection;
5. Your contact and payment details for reimbursement.

The Approved Repairer's invoice must clearly state who payment should be made payable to, You will be liable for any costs incurred in excess or outside the liability of this insurance.

### Malicious Damage, Unauthorised or Out of Hours Repairs

Occasionally You may require emergency assistance out of hours and will be unable to contact the Claims Administrator to obtain a Claim authority number. Under these circumstances or where the Repairer refuses to wait for payment from Us, You will need to settle their invoice and Claim reimbursement from Us. You must retain the Damaged Tyre(s) for one calendar month to allow inspection by an independent engineer. It is Your responsibility to ensure that the Damaged Tyre(s) are available for inspection and failure to do so may invalidate Your Claim. Subject to the above, if You have paid the Repairer We will reimburse You up to a reasonable Repair or Replacement Cost, if You send the Claims Administrator the information as detailed above 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 Claim authorisation number from the Claims Administrator, You will have to pay and recover any costs payable under this policy from Us.

### Important telephone numbers:

Policy Administrators - 01653 916306

Claims Helpline - 0191 258 8141

To make sure that You receive the highest levels of service telephone calls to the Administrator and Claims Administrator may be recorded.

## Cancellation

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We hope You are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with Your requirements, please return it to the Administrator, within 30 days of issue and We will refund Your premium. Thereafter You may cancel the insurance cover at any time by writing to the Administrator however no refund of premium will be payable.

The Insurer 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:

- a) Where We reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide complete and accurate answers to the questions We ask.

If We cancel the policy and/or any additional covers You will receive a refund of any premiums You have paid for the cancelled cover, less a proportionate deduction for the time We have provided cover.

Where Our investigations provide evidence of fraud or misrepresentation, We may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when You provided Your Administrator with incomplete or inaccurate information. This may result in Your policy being cancelled from the date You originally took it out and We will be entitled to keep the premium.

If Your policy is cancelled because of fraud or misrepresentation, this may affect Your eligibility for insurance with Us, as well as other insurers, in the future.

## Policy Transfer

In the event that you change your vehicle during the period of insurance, on the condition that no Claims have been made or are pending, you may apply to the Administrator to transfer the pro rata balance (as a cash value) of your policy to your new vehicle subject to the terms and condition of this policy.

In the event that You change Your Vehicle during the Period of Insurance, on the condition that no Claims have been made or are pending, You may apply to the Administrator to transfer the pro rata balance of Your policy to Your new Vehicle subject to the terms and condition of this policy.

## Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy with a capital letter.

<b>Accidental Damage</b>	A sudden and unforeseen event that has resulted in Damage to the Tyre(s).
<b>Administrator</b>	ALAIB Ltd T/A ALA Insurance Brokers, Third Floor, Unit 3, Park Farm Courtyard, Easthorpe, Malton, YO17 6QX. Telephone: 01653 916304
<b>Approved Repairer</b>	A company authorised by the Claims Administrator to undertake Repairs.
<b>Claim</b>	A single Repair/Replacement under this policy.
<b>Claim Limit</b>	Is the limit that can be claimed under the relevant section of Your policy.
<b>Claims Administrator</b>	Mechanical Breakdown & General Insurance Services Limited, Cobalt Business Exchange, Cobalt Park Way, Wallsend, Newcastle Upon Tyne, NE28 9NZ or by telephoning 0191 258 8141.
<b>Claims Waiting Period</b>	the initial period of 14 days from the start date of Your policy during which any Claim under this policy shall be excluded. Please note: The Claims Waiting Period will not be applicable to subsequent policies where cover is continuous from your previous ALA policy.
<b>Damage(d)</b>	Arising from Accidental Damage or malicious Damaged by a third party, necessitating immediate Repair or in the case of section two of Your policy replacement before normal use can be resumed.
<b>'E' Marked Tyres</b>	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.
<b>Geographical Limit</b>	United Kingdom including Isle of Man and Channel Islands, and a maximum of 30 days in the European Union during any twelve-month period.
<b>Insured, You, Your</b>	A UK resident being the owner or registered keeper of the Vehicle or the person financing it on behalf of the owner or registered keeper and who has paid the necessary premium under this policy..
<b>Insurer, We, Us, Our</b>	UK General Insurance Ltd on behalf of Great Lakes Insurance SE.
<b>Period of Insurance</b>	The period specified on the Policy Schedule between the effective start date and expiry date.
<b>Policy Schedule</b>	The document issued to You by the Administrator when You take out this policy, it will contain details of the cover selected, personal details about You, the Vehicle, and confirmation of the effective start and expiry date of the policy.
<b>Repair(s)</b>	means work completed by the Approved Repairer / Repairer to a single Tyre.
<b>Repairer Cost(s)</b>	means the cost of Repair materials and labour, required to complete a Repair under the policy.
<b>Repairer</b>	means any company authorised by the Claims Administrator to undertake Repairs under this policy.
<b>Replacement Cost(s)</b>	means the 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.
<b>Tyre(s)</b>	means only the four tyres fitted to the Vehicle plus the spare at inception of this policy and any replacements.
<b>Vehicle</b>	The Vehicle as identified on the Policy Schedule by means of the Vehicle make, model and registration number being under 7 Years and having covered less than 70,000 miles and must have been purchased within the last 30 days. Please note: This will not be applicable to subsequent policies where cover is continuous from your previous ALA policy.
<b>Wear and Tear</b>	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.

### **Customer Service / Complaints**

It is Our intention to give You the best possible service but if You do have questions or concerns about this insurance or the handling of a claim You should follow the complaints procedure below

#### **For complaints regarding the sale of Your Policy, In the first instance please contact:**

ALA IB Limited trading as ALA Insurance Brokers

Tel: 01653 916304

Unit 3

Email: [customersupport@ala.co.uk](mailto:customersupport@ala.co.uk)

Park Farm Courtyard

Easthorpe

Malton

YO17 6QX

In all correspondence please state Your full name, address and registration number.

If Your complaint cannot be resolved by the end of the third working day, ALA IB Limited trading as ALA Insurance Brokers will pass it to:

The Customer Relations Manager

Tel: 0345 218 2685

UK General Insurance Limited

Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

Cast House

Old Mill Business Park

Gibraltar Island Road

Leeds

LS10 1RJ

#### **For complaints regarding a claim under Your policy:**

In the first instance please contact the Claims Administrator.

Mechanical Breakdown & General Insurance Services Limited Telephone: 0191 258 8141

Cobalt Business Exchange

Cobalt Park Way

Wallsend

Newcastle Upon Tyne

NE28 9NZ

In all correspondence please state that Your insurance is provided by UK General Insurance Limited and quote scheme reference 04886G.

If Your complaint about Your Claim cannot be resolved by the end of the third working day, Mechanical Breakdown & General Insurance Services Limited will pass it to:

Customer Relations Department

UK General Insurance Limited

Cast House

Property of UK General Insurance Ltd

Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ  
Tel: 0345 218 2685  
Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

If it is not possible to reach an agreement, You have the right to make a complaint to the Financial Ombudsman Service. This also applies if You are insured in a business capacity and have an annual turnover of less than €2 million 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](mailto: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.

If You have purchased the insurance policy online, You may also raise Your complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward Your complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling Your complaint than if You contact the Financial Ombudsman Service directly.

## Your Responsibility

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1. **You** must take reasonable care to:

- a) supply accurate and complete answers to all the questions **Your Administrator** may ask as part of **Your** application for cover under the policy
- b) to make sure that all information supplied as part of **Your** application for cover is true and correct
- c) tell **Your Administrator** of any changes to the answers **You** have given as soon as possible.

**You** must take reasonable care to provide information that is accurate and complete answers to the questions **Your Administrator** ask when **You** take out, make changes to and renew **Your** policy. If any information **You** provide is not accurate and complete, this may mean **Your** policy is invalid and that it does not operate in the event of a claim or **We** may not pay any claim in full.

If **You** become aware that information **You** have given **Your Administrator** is inaccurate or has changed, **You** must inform them as soon as possible.

## Compensation Scheme

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Great Lakes Insurance SE is covered by the independent Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk). [You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or You can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY](#)

## UK GENERAL INSURANCE LTD PRIVACY NOTICE

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We are UK General Insurance Ltd, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is **Z7739575**.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

### **Why do we process your data?**

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

### **What information do we collect about you?**

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

### **UK General's full privacy notice**

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at [dataprotection@ukgeneral.co.uk](mailto:dataprotection@ukgeneral.co.uk). Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

## **Governing Law**

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