

# General Conditions of Insurance

General conditions of insurance for the group insurance contract between AD Tyres International SLU, Andorra la Vella as policyholder, i-surance GmbH, Berlin as intermediary and Great Lakes Insurance SE, Munich as insurer which you join as an insured person.

## Section 1: Insurance coverage

### 1. Who can sign-up for the tyre insurance coverage?

You as the buyer of the insured tyre(s) (as stated on the tyre invoice) who does not use the tyre for commercial purposes can join the group insurance contract.

### 2. What can I insure?

New tyres for passenger cars, transporters or small buses up to 7.5 tons, as well as for ATV (all terrain vehicles) and motorbikes. The tyre must be authorised for public streets and bought at the tyre online retailer who is offering you to join the group insurance contract.

### 3. Which risks are covered by the tyre insurance?

The tyre is insured if it is fixed on the vehicle at the moment of the insured incident and if one of the following risks render it unusable:

- contact with the curb or any object (e.g. nail, glass)
- a burst ("flat") tyre
- an act of vandalism

### 4. What is the geographical coverage of my tyre insurance?

Insurance coverage is valid for incidents happening in Europe.

### 5. What are the insurance benefits?

The insurance reimburses the costs for the repair or replacement of the insured tyre following an insured event. A replacement tyre must be purchased at the online retailer where you purchased the insured tyre and joined this group insurance contract. The replacement tyre needs to be the same model and brand as the insured tyre if still available. A replacement of the insured tyre takes place in case of total or partial damage of the tyre if the repair is economically and technically impossible. The insurance benefits are limited to the purchase price of the insured tyre at the time of joining the insurance, up to a maximum of £300 per tyre. Payment will be made to your bank account after deduction of the customer excess fee (see section 13).

### 6. How many claims are allowed?

If you have a successful claim on your insurance and the insured tyre is repaired, your insurance coverage will continue for the remainder of the contract. In case of replacement, your insurance coverage will automatically expire on the tyre that is rendered useless. The insurance coverage will not be transferred to the replacement tyre. However, you can sign-up for further insurance coverage when purchasing the replacement tyre at your online retailer.

### 7. What is not covered by my tyre insurance?

Excluded from insurance coverage are the following events:

- theft of the insured tyre or the vehicle;
- normal wear or excessive wear;
- tyres from trucks and taxis;
- damages caused by a third party due to an improper fitting or use of the tyre;
- damages of a tyre with a tread depth of less than 3 mm;
- damages caused by a road accident;
- damages which happen during off-road drives or damages resulting from sports activities such as rallies and auto races;
- costs for tyres on the same axle, if they aren't insured or damaged;
- damages which are due to your intentional or gross negligent behaviour;
- related costs, e.g. towing or fitting costs;
- damages for which a third party is liable due to legal and contractual obligations, e.g. manufacturer warranty;
- costs for the tyre replacement, if the replacement tyre has not been purchased at your tyre online retailer where you joined the group insurance contract;
- damages due to warlike and terrorist events and unrests of all kind and all the arrangements taken against them as well as natural disasters;
- damages due to incorrect tyre pressure (deviating from the manufacturer specifications) or caused by incorrect chassis settings or improper storage.

### 8. When does my insurance coverage start?

The insurance coverage starts from the purchase date of the insured tyre which is stated on your tyre invoice, under the condition that the insurance premium is paid on time as per Section 11.

### 9. When does my insurance coverage end?

The insurance coverage for the one-year contract terminates automatically after 12 months and the two-year contract terminates automatically after 24 months. There is no requirement to provide a notice of termination. The insurance coverage will end before this if the insured tyre was replaced, lost or totally damaged (including if no claim was made).

### 10. Can I cancel my tyre insurance?

You have the right to cancel the tyre insurance at your tyre online retailer within 14 days for any reason. The cancellation period begins with purchase of the insured tyre and the concurrent conclusion of the insurance contract or the date that you were provided access to these terms of insurance, if this occurs later. You can exercise your right to

cancel by contacting AD Tyres in writing at AD Tyres International SLU, Carrer Bonaventura Armengol num 10, AD500 Andorra la Vella or by email at [cm+assurance@adtyre.com](mailto:cm+assurance@adtyre.com). If you cancel in this way, the insurance coverage ends retroactively, and the insurance premium will be reimbursed if it was already paid. If you do not cancel, your insurance coverage will continue in accordance with section 9. Your right to cancel will not apply if the contract was fulfilled by both parties at your request (e.g. in case of an insured and fulfilled claim) before you exercised your right to cancel within the 14-day period.

### 11. How can I pay the insurance premium?

The insurance premium is a one-off payment for the entire insurance coverage period and is due when signing-up for insurance coverage as part of the tyre purchase process. The one-year contract premium is £3.90 and the two-year contract is £7.50 per tyre, including insurance tax. Other taxes or costs may exist which are not paid by i-surance or Great Lakes Insurance SE nor imposed by them. The insurance premium has to be paid with one the payment methods offered by your tyre online retailer.

If the payment of the insurance premium has not been made immediately in accordance with Section 11, the insurance coverage starts only after the effective date of payment, unless you are not responsible for the failure or delayed payment. Furthermore, the insurer can reject your application to join the group insurance contract unless you are not responsible for the delayed payment.

## Section 2: Obligations in case of a claim

### 12. How to notify a claim?

Claims are conclusively and exclusively regulated by i-surance. In case of an insured event, you shall report the claim online within 10 days through the website of your tyre online retailer where you have signed-up for insurance coverage.

### 13. Do I need to pay an excess fee?

If you have a successful claim which involves a tyre repair or replacement, a customer excess fee applies. This depends on the age of the insured tyre and is calculated as a percentage of the purchase price (including VAT) of the insured tyre as stated on the tyre invoice:

- 25 % in the first year from the purchase date;
- 50 % in the second year from the purchase date.

i-surance will deduct the excess fee from the amount to be refunded for repair or replacement of the insured tyre.

### 14. What are my obligations in case of a claim?

You have the following obligations when notifying a claim:

- You shall report the claim online within 10 days by providing the required information that is complete and true, using the online claim application available on the online store of your tyre online retailer where you signed-up for insurance;
- If a replacement tyre is needed, you shall purchase the replacement tyre at your tyre online retailer, where you signed-up for insurance coverage, and send i-surance the invoice for the refund;
- In case of vandalism, you must also report it immediately to the police;
- Provide the required documents which are necessary to check the eligibility and amount of the insurance benefits;
- If the insured event is eligible for benefits from a third party (e.g. another insurance company), you must secure your entitlement from the third party.

### 15. What are the consequences of violation of my obligations?

If you violate your obligations deliberately, the insurer is free of its obligations. In the case of your gross negligent violation of your obligations, the insurer is entitled to reduce insurance benefits in proportion to the seriousness of your violation.

If you violate your obligation to disclose information and provide explanations after the insured event happened, the insurer is completely or partially free of its obligations only if i-surance informs you about these legal consequences by separate information in written form.

Your entitlement to insurance benefits remains if you can establish that you have not violated your obligations with gross negligence. This also applies, if you can establish that your violation of your obligations did not cause the insured event or for that your eligibility for the insurance coverage would not have been impacted if you had not violated your obligations.

The insurer will be free of its obligation if you delude or try to delude the insurer fraudulently with facts which are relevant to the validity or amount of your claim under your insurance coverage.

## Section 3: General information

### 16. Who are the parties to the tyre insurance?

The tyre insurance in an offer of i-surance GmbH, Brunnenstr. 181, 10119 Berlin, Germany. i-surance is an insurance intermediary in accordance with § 34d Abs. 1 of the German Trade, Commerce, and Industry Regulation Act (GewO), authorised by the Chamber of Commerce and Industry (IHK) Berlin with the number D-34IG-YMWJ7-22 and approved for the UK market through the freedom of services agreement of the European Union. i-surance only provides advice on this insurance coverage and does not give advice. i-surance only offers tyre insurance from Great Lakes Insurance SE.

Great Lakes Insurance SE is authorised by Federal Institute for the Supervision of Financial Services (Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)), Graurheindorfer Straße 108, 53117 Bonn, Germany; e-mail: [poststelle@bafin.de](mailto:poststelle@bafin.de); Phone +49 228 4108-0; Fax +49 228 4108-1550.

i-surance and Great Lakes Insurance SE will communicate with you in writing and all communications with you will be in English.

**17. How to file a complaint?**

If there is any occasion when our service does not meet your expectations, please contact i-surance, either by sending an e-mail to [tyres@i-surance.eu](mailto:tyres@i-surance.eu) or by calling our hotline on 0808 238 7505 or by postal mail to i-surance GmbH, Brunnenstr. 181, 10119 Berlin, Germany. i-surance will use its best endeavours to solve your complaint promptly to your satisfaction.

We'll do our best to resolve your complaint to your satisfaction, but if we don't, as we are not based in the UK, you will not have the right to refer your complaint to the Financial Ombudsman Service nor from any similar service outside of the UK.

This doesn't affect your legal rights, so if you are not happy with our decision, you may still be able to take legal action against i-surance or Great Lakes Insurance SE.

**18. How is my insurance coverage protected?**

In the unlikely event that Great Lakes Insurance SE cannot pay your claim, or if i-surance cannot meet its liabilities, because it has stopped trading, as we are based outside of the UK you would not be able to claim from the Financial Services Compensation Scheme nor from any similar scheme outside of the UK.

**19. How is my personal data used?**

Your tyre online retailer collects your personal data in the course of contract performance and provides such personal data to i-surance for claim management and statistical analyses. i-surance will store the data and may forward the data to service providers involved in claim handling and to the insurer and its group companies in the UK and abroad. For any further information regarding your personal data please contact i-surance by sending an e-mail to [data-security@i-surance.eu](mailto:data-security@i-surance.eu).

**20. Applicable law and jurisdiction**

The parties to this insurance contract and these General Conditions of Insurance have a free choice about the law which will govern the contract and i-surance proposes the law of England and Wales. By agreeing to enter into this insurance contract you are agreeing that the law of England and Wales applies. The competent court to determine any dispute under this group insurance contract is the courts of England and Wales.

# Tyre insurance

## Insurance Product Information Document

Insurer: Great Lakes Insurance SE

Authorised in Germany by the Federal Financial Supervisory Authority ("BaFin"), registration number 5187

Intermediary: i-surance GmbH

Product: Group insurance policy with AD Tyres

11/2018

This sheet is only for your information about the essential content of your insurance. The complete pre-contractual and contractual information on the product is provided in other documents (tyre invoice and General Conditions of Insurance). To be entirely informed, please read all your documents.

### What is this type of insurance?

It is tyre insurance which protects you from financial consequences of damage to or total loss of your newly purchased tyre as a result of a specified insured event.



#### What is insured?

##### Which risks are covered?

- ✓ Damage that makes the insured tyre useless caused by:
- ✓ Contact with the curb or any object which causes damage (e.g. nail, glass)
- ✓ A burst ("flat") tyre
- ✓ An act of vandalism

##### What tyres can be insured?

- ✓ New tyres purchased at AD Tyres for passenger cars, motorbikes, transporters or small buses up to 7.5 tons, as well as ATV (All terrain vehicles) for private use

##### What will be reimbursed?

- ✓ Reimbursement of the costs for the replacement of an equivalent tyre
- ✓ In case of repairable damages, reimbursement of the repair costs



#### What is not insured?

- ✗ Theft of the insured tyre or the vehicle
- ✗ Normal wear or excessive wear
- ✗ Damages for which a third party is liable
- ✗ Damages which are done intentionally
- ✗ Related costs, e.g. towing or fitting costs
- ✗ Costs for the tyre on the same axle, if it is not insured or damaged
- ✗ Damages due to off-road or sporting activities
- ✗ Damages to a tyre with a tread depth of less than 3 mm
- ✗ Damages caused by a road accident
- ✗ Damages caused by a third party due to improper fixing or use of the insured tyre



#### Are there any restrictions on cover?

- ! In case of a tyre repair or replacement, an excess fee applies per insured tyre: 25 % in the first year and 50 % in the second year after tyre purchase.
- ! The coverage is limited to £300 per tyre.



#### Where am I covered?

- ✓ Insurance coverage exists for incidents happening in Europe



#### What are my obligations?

- You shall report any claim online within 10 days by providing the required complete and accurate information.
- In case of vandalism, you must also report it immediately to the police.
- If a replacement tyre is needed, you shall purchase it from AD Tyres.



#### When and how do I pay?

A one-off insurance premium of either £3,90 for a one-year policy or £7,50 per tyre for a two-year policy must be paid immediately after signing-up for insurance cover and at the same time as purchasing the insured tyre. Payment must be made through one of the payment methods offered by your tyre online retailer.



#### When does the cover start and end?

The insurance cover starts with the purchase date of the tyre as stated is on the invoice. The contract duration is 12 months for the one-year contract and 24 months for the two-year contract. The insurance cover will end before this if the insured tyre is replaced, lost or totally damaged (including if no claim is made).



### **How can I cancel the contract?**

The insurance ends automatically, without requiring a notice of termination, at the end of the contract duration of 12 or 24 months. You can cancel your insurance without giving any reason within 14 days after signing-up for the insurance cover.

# Information about data protection for your tire insurance

You receive this document additionally to the Terms & Conditions, the product information and to the insurance policy and it gives you information about the processing and usage of your data

## 1. Responsible

- 1.1 Responsible for processing your personal data is i-surance GmbH, Brunnenstrasse 181, D-10119 Berlin. E-Mail: info@i-surance.de; Tel. +49 30 2390 4770.
- 1.2 You can contact the data protection officer via e-mail: [data-security@i-surance.eu](mailto:data-security@i-surance.eu) or in written form to the address mentioned above.

## 2. Purpose and legal basis of data processing

- 2.1 i-surance delivers a performance based on our group insurance contract with your online tire dealer to warrant you, as insured person, the insurance coverage for your tires.
- 2.2 i-surance processes your data to fulfill the insurance coverage especially for claim handling and treatment of complaints.
- 2.3 Moreover, your data could be used for statistical analyses especially for calculations of the insurance premium and benefits as well as for the fulfillment of legal obligations
- 2.4 For these purposes your personal data (e.g. name and address) and the data of your purchased tires (e.g. type, manufacturer, model, purchase price) will be registered and processed by us.
- 2.5 The registration of your data is done online by entering them when purchasing the tires.
- 2.6 The provision of your data is required for the conclusion of the contract. If the data will not be provided the conclusion of the contract cannot be achieved and thereby the insurance coverage can not be allowed.

## 3. Recipient of the data

- 3.1 Recipient of your data is i-surance GmbH, which is processing your data for the fulfillment of your insurance coverage. It can appoint its parent company (i-surance AG) or affiliate (i-surance GmbH sucursal en España) for the fulfillment of the insurance coverage.
- 3.2 For the conclusion of the contract and to regulate your claims your personal data will be made available for us online. This allows you to conclude your contract directly online and to handle claims online.
- 3.3 Your data will be provided to the insurer, Great Lakes Insurance SE, Königinstraße 107, 80802 München, so that the insurer can warrant your insurance coverage in accordance with the regulatory regulations. Great Lakes Insurance SE is a subsidiary company of Münchner Rück. Great Lakes Insurance SE can transmit your data for statistical analyses and to comply with regulatory requirements to its parent company or affiliate in the country or abroad. More information can be obtained of the data protection information of Great Lakes Insurance SE.

## 4. Legal framework of the data transmission

In all cases the data transmission will be done in accordance with current legal requirements.

## 5. Data transmission abroad

For the contract fulfillment it can be necessary to transmit data to parent companies or affiliates of i-surance GmbH or of the insurer within the European Union and Switzerland. A transmission of data to third countries outside of the European Union will not be done.

## 6. Revocation

A delivered informed consent to data processing can be revoked any time written to [tyres@i-surance.eu](mailto:tyres@i-surance.eu), without affecting the legitimacy of the processing which was done based on the compliance until the revocation. In case of revocation your insurance coverage expires.

## 7. Rights of the persons concerned

You have a variety of rights of the persons concerned (if the legally requirements apply), to get informed of the date we have saved, to correct your data, to get your data deleted, to restrict the process of your data or to enter an objection against certain data processing and to receive a copy of your data. To exercise these rights or get more information about data processing contact directly [data-security@i-surance.eu](mailto:data-security@i-surance.eu) or the data protection officer of the insurer. Furthermore, you have the right to complaint any time at a controlling authority.

## 8. Data retention after the termination of your insurance coverage

After the termination of your contract your data remains in accordance with the legal retention period for ten years in i-surance GmbH, calculated after the end of the year in which the termination became effective.