

General Conditions of Insurance

General Conditions of Insurance of the group insurance contract between AD TYRES INTERNATIONAL SLU, Andorra as policyholder, i-surance AG, Berlin as coverholder 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 cover?

You as the buyer (as stated on the tyre invoice) of the insured tyre(s) 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 time of one of the following insured incidents which renders 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 cover of my tyre insurance?

Insurance cover 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 into 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 cover will continue for the remainder of the contract. If you need a replacement tyre however, following the replacement your insurance cover will come to an end and will not transfer to the replacement tyre. However, you can sign-up for further insurance cover when purchasing the replacement tyre at your online retailer.

7. What is not covered by my tyre insurance?

Excluded from insurance cover 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 third persons 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 cover start?

The insurance cover 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 below.

9. When does my insurance cover end?

The insurance cover ends for the one-year contract after 12 months and for the two-year contract after 24 months, without requiring a notice of termination. The insurance cover 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 without giving reasons. The withdrawal period begins with purchase of the insured tyre and the concurrent conclusion of the insurance contract. You can exercise your right to cancel by contacting AD TYRES INTERNATIONAL SLU in writing at AD TYRES INTERNATIONAL SLU Carrer Bonaventura Armengol num 10, AD500 Andorra la Vella, ANDORRA, by phone on +376 810 888 or by email at cm+assurance@adtyre.com. If you cancel in this way, the insurance cover ends retroactively, and the insurance premium will be reimbursed if it was already paid. If you do not cancel, your insurance cover 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.

11. How can I pay the insurance premium?

The insurance premium is a one-off payment for the entire insurance cover period and is due when signing-up for insurance cover 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 of the payment methods offered by your tyre online retailer.

If the payment of the insurance premium has not been made immediately in accordance with the first sentence above, the insurance cover 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 cover.

13. Do I need to pay an excess fee?

If you have a successful claim which involves a tyre replacement, a customer excess fee applies which 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 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 complete and accurate information, 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 cover, 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 against 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 cover 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 cover.

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 GewO, authorised by the 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 cover and does not give advice. I-surance only offers tyre insurance from Great Lakes Insurance SE.

The insurer is Great Lakes Insurance SE, a subsidiary of Munich Re. The address is Königinstraße 107, 80802 München, Germany, registered under HRB 230378 at Amtsgericht Munich.

Great Lakes Insurance SE is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Graurheindorfer Straße 108, 53117 Bonn, Germany; e-mail: 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 ADTYRES@i-surance.eu or by calling our hotline on +43 7207 78146 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 cover 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.

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 that 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.