



Insurance contract No. 41A2500001, concluded by Delticom AG, Brühlstrasse 11, DE-30169 Hannover, at AIG Europe Limited, Austrian Directorate, Mariahilfer Strasse 17, A-1060 Vienna, and offered on the website www.tyres-guru.co.uk.

1. Definitions

Insured: Natural or legal person who has his/her main place of residence or his/her registered office in Germany and who is not a commercial consumer on the tyre market, who is owner of a tyre bought and insured on the website www.tyres-guru.co.uk and who has thus entered into the tyre insurance.

Insured tyre: The car or motorbike tyre with minimum 125cc that is approved for use on public roads, was bought on the website www.tyres-guru.co.uk and is listed in the invoice in which the entry into the tyre insurance is stated.

Replacement tyre: New tyre of the same type, the same brand and with the same measurements as the insured tyre, or – if this tyre is no longer available or no longer sold – a tyre of equal value that has at least the same technical attributes as the insured tyre.

Accident damage: Each complete or part damage caused by external influences on the insured tyre and which harms its proper functionality and which results from the following:

- a burst tyre (a «flat»)
- an act of vandalism,
- contact with a kerbstone or a different object that causes damage that makes the insured tyre unusable.

AIG Assistance: the company commissioned by the insurer, which renders the intended services.

With reservations on the exclusion of liability.

2. Intent and purpose of the tyre insurance

The goal of the tyre insurance is the assumption of costs for the replacement tyre in case of damage through accidents to the insured tyre, provided its repair is not possible in a technical or economic sense. The amount that is taken as the calculation basis is based on the extent described in article 4 “Coverage amount”.

The coverage is limited to EUR 300 per insured tyre and to a contract duration of 12 or 24 months, based on the choice of the insured.

The insurance is only valid if the insured buys and installs two new tyres on the same axle at the same time via www.tyres-guru.co.uk and has paid the insurance premium for these two tyres. Motorbike tyres are exempt from this regulation.



3. Exclusions

- **Costs for repairing the insured damaged tyre.**
- **Costs for towing and repairing the damage to the vehicle as well as installation costs for the replacement tyre.**
- **Damages to the insured tyre that are caused by hydrocarbons.**
- **Damages that result from non-compliant installation or from improper or abusive use of the insured tyre.**
- **Damages like slowly escaping air that cannot be attributed to accidental damage, sounds, vibrations, wear, problems with the road conditions and the running performance.**
- **Theft or attempted theft of the insured tyre or the vehicle.**
- **Costs for maintenance or repair of the tyre.**
- **Financial disadvantages or losses that the insured endures during or following damage to the insured tyre.**
- **Consequential damages from sport activities like races or rallies.**
- **Damages caused by hidden defects in the sense of the appropriate law.**
- **Damages where the insured cannot present the damaged tyre.**
- **Costs for estimation, repair or exchange that the insured agrees to without obtaining prior agreement from the tyre insurance provider.**
- **Tyres that are not road-legal, including those that, on the day of the damage, show signs of wear that is not conform with the usage norms of the tyre manufacturer.**
- **Tyres where the wear is bigger than the norms in the Road Traffic Act stipulate.**
- **Damages of nuclear nature.**
- **Consequences of civil wars, international wars or uprisings or confiscation through the authorities.**
- **Damages resulting from a natural catastrophe phenomenon (except a state of natural catastrophe that was declared by interministerial decree)**
- **Intentional or fraudulent misconduct and negligence of the insured.**

4. Coverage amount

Maximum coverage amount per damage and insurance duration of 12 or 24 months based on the option selected by the insured.

Coverage amount: Price, incl. tax, of the tyre bought and insured on the website www.tyres-guru.co.uk, however max. EUR 300 incl. tax per selected insurance duration of 12 or 24 months.

Financial compensation will only occur if the replacement tyre is bought on the website www.tyres-guru.co.uk.

5. Procedure in case of damage

The insured is obligated to – if he doesn't want to lose his right of coverage (with the exception of force majeure) – report the damage within five (5) working days after the date he has acquired knowledge of the damage to the insured tyre by contacting AIG Assistance under the number +800 855 588 58.

Procedure:

- AIG Assistance identifies the insured based on his customer data and opens the damage claim on the phone.



- In case the damage claim is accepted, AIG Assistance will immediately order the replacement tyre for the insured. The costs for this replacement order will be covered by the insurer.

Assessment of the damage:

The insured is obliged to, for the duration of one year, keep a confirmation from the evaluation body that the insured tyre can no longer be repaired.

In case of damage caused by vandalism, the insured is obliged to keep any receipts from the responsible authority where the report was made, as well as a confirmation for the non-adoption of the vandalism damage on the insured tyre by the motor vehicle insurance.

As a general rule, the insurer reserves the right to demand complementing documents that he deems necessary for assessing the eligibility for the damage claim.

6. Contract territory

The insurance coverage applies within the geographic boundaries of Europe.

7. Effective date and insurance duration

The insurance will come into effect from the date of the installation of the tyre or the day on which the insured tyre is delivered, conditionally upon the actual payment of the insurance premium.

Each membership will be concluded for a non-extendable duration of 12 or 24 months.

When the tyre insurance is concluded, it will be mentioned in the purchase invoice for the insured tyre and confirmed through the payment of the insurance amount.

8. Termination of the insurance

The tyre insurance ends:

- upon expiration of the valid duration of the membership as defined in § 7 « Effective date and insurance duration »;
- upon loss or destruction of the insured tyre, which do not fall under the coverage of this tyre insurance.

9. Other provisions

Withdrawal

Regardless of the wish of the insured that the membership takes effect immediately, the latter can withdraw from his membership within fourteen (14) days from the date of the conclusion of the tyre insurance by sending a registered letter with return receipt to **Delticom AG, Brühlstrasse 11, DE-30169 Hannover**. In this case, the actually paid insurance amount will be paid back to him in full within a maximum of thirty (30) calendar days after the withdrawal date, with the postage stamp of the registered letter serving as proof. If the insured has already enjoyed the acceptance of a damage because of this insurance, he can no longer make use of his right to withdraw.

Privacy statement

The collected personal and private data is reserved for use by the insurer and the agent for purposes of managing the membership and the coverages.

Providing this information is obligatory, as it is necessary for the management of the membership and the coverages.

If this information is not presented, the management of the memberships and the provision of the coverages cannot be processed by the insurer or the agent.

The insured has a right to access, correct, update, lock or delete his personal data that is contained in the files of the insurer or the agent, by contacting the insurer or agent via registered letter with receipt that is addressed to **AIG Europe Limited, Austrian Directorate, Mariahilfer Strasse 17, A-1060 Vienna**.



Multiple insurances

If multiple insurances are taken out without knowledge, each of them will, according to the regulations of the insurance law, become effective within the coverage boundaries of each contract.

Limitation

The limitation period for each lawsuit that is derived from the insurance contract is two years from the incident that is the reason for the lawsuit.

The limitation can be interrupted through the commissioning of an expert after the damage has occurred or through the sending of a registered letter with receipt by the insurer or the insured to the respective other party.

The limitation period may not be paused, interrupted nor modified, even if this was mutually agreed by the parties.

Transfer of rights

In accordance with the insurance law, in case of a part or complete claims settlement, the insurer assumes all rights and obligations of the insured up to the amount of the regulated reimbursements.

Complaints – mediator

For each problem in regards to the usage conditions for the membership in this contract, the insured has to contact the insurer, AIG Europe Limited, Austrian Directorate, Mariahilfer Strasse 17, A-1060 Vienna, in written form.

If a disagreement remains after the response from the insurer, the insured can ask for an opinion from the ombudsperson, whose address data will be given to him by the customer service of the insurer, regardless of any other legally intended possibilities for lawsuits.

Applicable law

These general insurance policy conditions are subject to German law.