

General Conditions of Insurance

General Conditions of Insurance ("GCI") for the group insurance contract between

- Delticom AG, Hannover ("Policyholder"),
- i-surance GmbH, Berlin ("i-surance"),
- Great Lakes Insurance SE, Munich ("Insurer"), and
- you as insured person ("you" or "insured person" or "Beneficiary"),

regarding the tyre insurance offered by the Policyholder to its customers. i-surance carries certain functions out on behalf of the Insurer in connection to and for the performance of the group insurance contract.

Which parties are behind the tyre insurance?

The insurer is Great Lakes Insurance SE (Königinstr. 107, 80802 Munich, Germany), authorized by the Federal Institute for the Supervision of Financial Services (BaFin). Great Lakes is a 100% subsidiary of Munich Re.

i-surance GmbH (Brunnenstr. 181, 10119 Berlin, Germany) is an insurance intermediary in accordance with § 34d Abs. 1 GewO, registered with the Chamber of Commerce and Industry (IHK) of Berlin, Germany under D-34IG-YMWJ7-22.

Delticom AG (Brühlstraße 11, 30169 Hannover, Germany) sells tyres through its online retailers, offering tyre insurance in partnership with i-surance within the framework of a group insurance contract, which you may join as an insured person.

Section 1: Revocation

1.1 Right of withdrawal

You may withdraw from your insurance contract in writing within 14 days of its conclusion for any given reason. The withdrawal must be sent to Delticom AG, Brühlstr. 11, 30161 Hannover, Germany, via e-mail at mytyres@delti.com. The withdrawal period begins when you have received your documents for the insurance coverage and this instruction in text form, but not before the fulfilment of our obligations in accordance with the applicable legal requirements. To exercise your withdrawal rights effectively, your intention to withdraw from the contract must be communicated to Delticom in a timely manner, within the withdrawal period.

1.2. Consequences of Withdrawal

In the event of an effective withdrawal, the insurance coverage shall end retroactively to the date of conclusion of the insurance contract. If the insurance coverage does not begin before the end of the withdrawal period, the effective withdrawal shall result in the return of received benefits and the surrender of benefits derived (e.g. interest). If insurance coverage is to begin before the end of the withdrawal period, we shall reimburse you for the part of the premium attributable to the period after receipt of your withdrawal communication. In this case, we may retain the portion of the premium that is attributable to the time until receipt of such communication. This is the amount calculated pro rata according to the number of days. The reimbursement of amounts to be repaid shall be made immediately, at the latest 30 days after receipt of your communication of withdrawal.

1.3. Special information

Your withdrawal rights expire if the contract is fulfilled by us at your express request before you have effectively exercised your withdrawal rights.

End of the revocation instruction

Section 2: Insurance coverage

2.1 Who can contract tyre insurance?

You as the buyer of the tyre(s) (as stated on the tyre invoice), if the tyre(s) are not to be used for commercial purposes, can join the group insurance contract.

2.2 What can I insure?

New tyres for passenger cars, vehicles or small buses up to 7.5 tons admissible total weight, as well as for ATV (all-terrain vehicles), and motorbikes may be insured. The tyre(s) must be authorized for use on public streets and must be bought through the respective online retailer who is offering that you join the group insurance contract.

2.3 Which risks are covered by the tyre insurance?

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

- contact with the curb or any object which damages the insured tyre (e.g. nail, glass);
- burst tyre
- an act of vandalism.

2.4 What is the geographical coverage of the tyre insurance?

Insurance coverage is valid for insured incidents taking place in Europe (according to the international insurance certificate "Green Insurance Card").

2.5 What are the insurance benefits?

The insurance reimburses the costs for the repair or replacement of the insured tyre following an insured event. Replacement tyres must be purchased at the online retailer through which you contracted the tyre insurance and joined the group insurance contract, unless doing so is impossible. Replacement tyres must be of the same model and brand of the insured tyres if these are still available. A replacement of the insured tyre takes place in case of total or partial damage to the tyre if the repair is economically and/or technically impossible. Insurance benefits are limited to the purchase price of the insured tyre at the time of insurance contraction, up to a maximum of £300 per tyre. Payment will be made to your bank account after deduction of the excess fee.

2.6 How many claims are allowed?

If you claim successfully on your insurance and the insured tyre is repaired, your insurance coverage will continue for the remainder of the contract. In case the insured tyre is replaced, your insurance coverage of the tyre rendered useless will automatically expire. The insurance coverage will not be transferred to the replacement tyre. If you wish to insure your replacement tyre(s), you may do so by adding insurance to your basket when purchasing them from your online retailer.

2.7 What is not covered by my tyre insurance?

The following events are excluded from insurance coverage:

- **Theft of the insured tyre or the vehicle in which it is installed;**
- **Normal wear or excessive wear;**
- **Tyres of commercial trucks or taxis;**
- **Damages for which a third party is liable due to legal or contractual obligations, e.g. manufacturer warranty;**
- **Damage caused by a third party due to an improper fitting or use of the tyre;**
- **Damage to a tyre with a tread depth of less than 3 mm;**
- **Damage caused by a traffic accident;**
- **Damage due to participation in off-road drives or sports activities such as rallies or auto races;**
- **Costs for the repair or replacement of a tyre on the axle of the insured damaged tyre, if this tyre is uninsured;**
- **Damages due to intentional or grossly negligent behaviour;**
- **Costs related to the repair or replacement of an insured tyre, e.g. towing or fitting costs;**
- **Damages due to warlike or terroristic events, unrests of all kind and all 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.**

2.8 When does the insurance coverage start?

The insurance cover starts on the tyre's purchase date as stated on the invoice, provided the premium has been paid in full. as per item number 2.10.

2.9 When does my insurance coverage end?

The insurance coverage of one-year contracts expires automatically after 12 months and that of two-year contracts expires automatically after 24 months from the insurance coverage start date (described under item number 2.8). No notice of termination is required in advance of the expiry dates. The insurance cover will expire prematurely if the damaged tyre is lost or replaced either due to an insured or an uninsured incident.

2.10 How can I pay the insurance premium?

The insurance premium due for the entire insurance coverage period consists of £3.50 per tyre for the one-year contracts and £6.80 per tyre for the two-year contracts (including tax) and must be paid when contracting insurance cover during the tyre purchase process online. 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 must be paid via one of the payment methods offered by your online tyre retailer.

If the payment of the insurance premium has not been made immediately following insurance contraction, the insurance coverage will start only after the effective date of payment, unless you are not responsible for the payment's failure or delay. The insurer may impede your accession to the group insurance contract if you are responsible for the payment's delay.

Section 3: Obligations in case of a claim

3.1 How to file a claim

Claims are handled conclusively and exclusively by i-surance. In case of an insured event, you must file a claim online within 10 days of the incident on the website of the online tyre retailer through which you contracted the insurance.

3.2 Do I need to pay an excess fee?

If you file a successful claim which involves a tyre repair, no excess fee will apply. If the successful claim involves a replacement, a customer excess fee will apply. The excess fee will depend on the age of the insured tyre and is calculated as a percentage of the purchase price (including VAT) of the insured tyre or the replacement tyre, if the replacement tyre is of lower value compared to 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 the replacement of the insured tyre.

3.3 What are my obligations in case of a claim?

You have the following obligations when filing a claim:

- You shall report the claim online within 10 days of the incident by providing the required information in a complete and truthful manner, making use of the online claim application available on the website of the online tyre retailer through which you contracted the insurance;

- If a replacement tyre is needed, you shall purchase the replacement tyre with the online tyre retailer through which you contracted the insurance, unless doing so is impossible, and send i-surance the invoice for the refund;
- In case of vandalism, you must report it immediately to the police;
- Provide the documents necessary to verify 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 safeguard your entitlement from the third party.

3.4 What are the consequences of a violation of the obligations?

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

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

Section 4: General Information

4.1 How to file a complaint

If at any occasion our service does not meet your expectations, please contact i-surance either by sending an e-mail to tyres@i-surance.eu, calling our hotline at **0808 238 7505** or by postal mail to i-surance GmbH, Brunnenstr. 181, 10119 Berlin, Germany. i-surance will employ its best endeavours in solving your complaint promptly and 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.

4.2 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.

4.3 How is my personal data used?

Please find more detailed information about the processing of your data in our Data Security Information Sheet, which was made available to you before insurance contraction.

4.4 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 the Beneficiary agrees 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.