



TYRE INSURANCE

PSA Insurance Limited, Reg; C44567 is a limited liability company under Maltese law, having its registered address at: MIB House, 53 Abate Rigord Street, Ta' Xbiex, XBX1122 Malta. The company is authorised to carry on business in terms of the Insurance Business Act, and authorised to carry on Insurance business under the freedom to provide services provisions, by the Malta Financial Services Authority (MFSA), Notabile Road, Attard BKR 3000, Malta.

Introduction

Welcome to Tyre Insurance, within our *Insured Mobility* product range. This handbook explains how **Your** Tyre Insurance works.

A. HOW TO UNDERSTAND YOUR POLICY DOCUMENTATION

This document contains the General Terms and Conditions for the **Policy You** have subscribed to. Any '**Bold**' text that **You** come across in this document has been defined in *section C. Definitions*.

Your Policy is made up of **Your Policy Schedule** and these General Terms and Conditions, both of which you will receive by email upon the purchase of this Tyre Insurance policy. These can also be accessed at any point in time via the "**My Account**" area after **Your** purchase.

This product is being sold by PSA Insurance Solutions Ltd, via its online platform. PSA Insurance Solutions Limited is an **Agent** acting for PSA Insurance Ltd.

Your Policy Schedule provides details of **Your** cover, the **Tyres You** have chosen to insure and when the cover will begin and end. Please make sure that the details are correct at any point in time.

Please read this **Policy** carefully and make sure **You** understand and fully comply with its terms and conditions as failure to do so may jeopardise the payment of any claim which might arise and could lead to the **Policy** becoming void.

Tyre Insurance is an all risks insurance, meaning that **You** are covered for any cause resulting in the insured event described in

Section *D. What are You covered for Y*, except for those events specifically excluded in section F. What is NOT covered and in *section G. General Exclusions* list of this **Policy**.

The policy **You** have subscribed to is effective from the date **You** clicked on "**Pay Now**" and **You** are covered for the **Period of Insurance** stated in **Your latest Policy Schedule**.

B. WHO ARE THE PARTIES TO THIS CONTRACT

PSA Insurance Limited:

The Insurer, a company authorised by the Malta Financial Services Authority to carry on business of insurance under Registration no. C44567 and operates in the Netherlands through the freedom of services regime. Registered Office: MIB House, 53, Abate Rigord Street, XBX1122 Ta' Xbiex, Malta.

AND

You:

The subscriber and **Insured Person** named in this **Policy** and who has satisfied all the following **Eligibility Criteria** required during the subscription process:

- **You** have bought new **Tyres or a new vehicle** within the last 30 (thirty) days of purchasing this **Policy**;
- **You** are a resident of the Netherlands;
- **Your New Vehicle** is for private use and **Your Tyre/s** will be or is/are fitted on a vehicle for private use.

C. DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this **Policy** and will appear in **Bold**.

Accidental Damage:

Means any total or partial damage to the insured **Tyre/s**, caused by external means and which inhibits their use. Theft and Vandalism are also included.

Agent:

Means PSA Insurance Solutions Ltd., a company authorised to act as an Insurance Agency for PSA Insurance Ltd. and carry on insurance intermediation in the Netherlands under the freedom to provide services provisions, by the Malta Financial Services Authority (MFSA) under Registration no C83206. Registered Office: MIB House, 53, Abate Rigord Street, XBX1122 Ta' Xbiex, Malta.

Alloy Wheel/s:

The Alloy Wheels that are of original specification of **Your** vehicle and that were present on **Your** vehicle at the time **You** purchased the vehicle.

Authorised Repairer:

means a professional trade expert in **Tyre** and/or **Alloy Wheel Repairs** which has undersigned a specific convention with the Groupe PSA. A list of Groupe PSA Authorised Repairers can be found by clicking on one of the links below:

<https://www.peugeot.nl/zoek-een-dealer/>

<https://www.citroen.nl/dealer.html>

<https://www.opel.nl/tools/opel-dealer-zoeken.html>

<https://www.dsautomobiles.nl/verkooppunten>

Claim Limit:

Is the maximum amount that **You** can be compensated for under this **Policy**. These are explained in *Section E. What is Your Claim Limit* and where applicable shown on **Your Policy Schedule**.

Cooling off Period:

Means the period of thirty (30) full calendar days from the **Effective Date** or from the day **You** receive **Your Policy**, if this is provided after the **Effective Date**, during which you can cancel **Policy** without having to explain **Your** reasons. subject that **You** have not made any claims during the said thirty day period¹.

Effective Date:

The date from which this **Policy** has become legally binding for all parties.

Eligibility Criteria:

Refers to the set of requirements that need to be in place for **You** to subscribe to and benefit from this **Policy**.

Geographical Limits:

¹ Based on article 6:230x-1 of the Dutch Civil Code

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Means the area in which this **Policy** is providing **You** cover as described in **Your Policy Schedule**.

Insurance Premium:

This is the price **You** paid for the cover provided under this **Policy** including any taxes/fees due to the respective authorities in the country where this **Policy** is purchased.

The Insurance Premium is shown on Your Policy Schedule.

Insured/You/Your:

Means the person named in the **Policy Schedule**.

Insurer/We/Us/Our:

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PSA Insurance Limited is authorised to carry on business in terms of the Insurance Business Act, and authorised to carry on Insurance business in the Netherlands under the freedom to provide services provisions by the Malta Financial Services Authority (MFSA, Notabile Road, Attard BKR 3000, Malta).

My Account:

Means the secure area on the website www.psa-insurance-solutions.nl, which **You** may access by entering a user name and password. It contains **Your Policy**, together with any other documents for the administration of **Your Policy**

New Vehicle

A vehicle which **You** have purchased as new and that has been

registered in the last 30 days.

Period of Insurance:

Means the dates between which this **Policy** is in force as highlighted in **Your Policy Schedule**.

Policy Schedule:

Means the document containing the details related to this **Policy** based on the information **You** provided.

Repair Costs:

Means the reasonable cost of any tyre repair, that could include supplies, internal and external examination, **Tyre** dismounting/mounting on the rebar, tyre **alignment, balancing** and equilibrium, and the cost of the replacements required to complete a repair under this Policy. The extent cover depends on the option chosen during subscription which is shown in the **Policy** details section of **Your Schedule**.

Replacement Tyre:

Means a tyre of the same specifications as the tyre needing replacement and listed in **Your Policy Schedule**. **Replacement Tyre** is not automatically insured and a new policy will be required if **You** want to insure it.

Tyre/s:

Means any of the tyres fitted to the insured Vehicle as per the manufacturer's specification any brand, that **You** have bought for private use and as new, or that have been mounted by the manufacturer in case of **New Vehicle** within the last thirty (30) days of purchasing this **Policy**, as defined in Schedule of this Policy.

Unutilised Share of Premium:

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Is equal to **Your Insurance Premium** including any taxes, fees and parafiscal charges, which **You** have already paid multiplied by the Number of remaining days covered by **Your** latest payment and then

divided by the total Number of days covered by **Your** latest payment.

D. WHAT ARE YOU COVERED FOR	E. WHAT IS YOUR CLAIM LIMIT	F. WHAT IS NOT COVERED
Depending on the level of cover chosen during subscription We will cover the following costs resulting from Accidental Damage :	Your compensation under this Policy will be subject to:	We will <u>NOT</u> cover You if/for:
<p>D.1. Tyre/s Replacement cost, if Your Tyre is economically or technically irreparable. This is extended to an additional Tyre set on the same axle, and insured under this Policy; in the event that the difference between wear and tear of the mentioned additional Tyre and the Replacement Tyre, goes against the road safety rules of the Netherlands.</p> <p>D.2. Tyre/s Repair costs.</p> <p>D.3. Alignment, Balancing and Mounting costs.</p> <p>D.4. Alloy Wheel/s repair costs including skimming.</p>	<p>E.1. The limit of indemnity of 150€ per Replacement Tyre for D.1.</p> <p>E.2. If the Accident occurs after 30days from the date of purchase of the Policy We will take into account a 25% depreciation from Your indemnity for wear and tear.</p> <p>E.3. The limit of indemnity of €30 per Repair of each Tyre for D.2.</p> <p>E.4. The limit of indemnity of €250 per Tyre for D.3.</p> <p>E.5. The limit of indemnity of €150 per Tyre for D.4.</p>	<p>F.1. See section G. General Exclusions.</p>

G. GENERAL EXCLUSIONS

We will not cover the costs resulting from any Accidental Damage caused by or resulting from:

- G.1. Car Accidents;
- G.2. Badly mounted Tyres;
- G.3. Improper use of Tyres;
- G.4. Wear and tear and Corrosion;
- G.5. Racing or sporting activity;
- G.6. Your Negligence and/or deliberate actions;
- G.7. Manufacturing defects;
- G.8. War, Strikes and civil commotion and from a Natural catastrophe.

Additionally we will not cover You:

- G.9. For the costs of replacement, repair, alignment, balancing and mounting or Alloy Wheel repair, if it was not done at an Authorised Repairer.
- G.10. For Repair Costs unless You are subscribed to Standard or Premium of this Policy
- G.11. For Alignment, Balancing and Mounting costs and Alloy Wheel Repairs costs unless You are subscribed to Premium of this Policy
- G.12. Any other financial loss or damage you may suffer following damage to the Tyre/s or Alloy Wheels;
- G.13. If Your Tyre/s or Alloy Wheels are damaged by an event deemed not to be Accidental
- G.14. If You cannot provide proof of the destroyed Tyre;

H. HOW TO MAKE A CLAIM AND YOUR CLAIM CONDITIONS

You must comply with the following instructions to have the full protection of **Your Policy**. If You do not comply with them, **We** may refuse to deal with **Your** claim.

- H.1. In the event of an **Accidental Damage**, You shall contact, as soon as possible, an **Authorised Repairer** from the web links below. **Your** cost will be only covered under this policy if the repair or replacement was done at an **Authorised Repairer**.

<https://www.peugeot.nl/zoek-een-dealer/>

<https://www.citroen.nl/dealer.html>

<https://www.opel.nl/tools/opel-dealer-zoeken.html>

<https://www.dsautomobiles.nl/verkooppunten>

- H.2. Please also report **Your** claim online to the **Insurer** within ten (10) days from when **You** incur the damages.

- H.3. The claim notification form is accessible on the website: www.psa-insurance-solutions.nl from within the "**My Account**" area after **You** have logged in using **Your** credentials.

- H.4. You must provide the **Insurer** with the following documents:

- H.4.1. or vehicle registration certificate in the event you are insuring the **Tyres** on a **New Vehicle**;
- H.4.2. A copy of the original receipt of the replacement **Tyre/s**;
- H.4.3. An attestation from an **Authorised Repairer** stating that/whether

- The **Tyre/s** cannot be repaired in the event of a replacement claim;
- Bill of repairs in the event of a repair claim for

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Tyre/s and or Alloy Wheels if claiming for Alloy Wheel repairs under Premium;

- Possible cause of damage and nature;
- There is the need (or otherwise) to replace the second wheel on the same axle, also signed by the client.

H.4.4. Photos the of damaged **Tyre/s** and/or **Alloy Wheels**.

Prior to the acceptance of any claim under this **policy**, **We** reserve the right to request any additional document deemed necessary to verify **your** claim.

H.5. **We** hereby undertake to pay **You** the indemnity to which **You** are entitled within thirty (30) days of the date of receipt of the notification, provided that **You** have provided us with all the supporting documentation required in list H.4 above, and that **Your** claim is covered.

I. GENERAL CONDITIONS

I.1. Duty of Care

You must take reasonable precautions to avoid further damage in the event of an **accident**.

I.2. Servicing Requirements

All reasonable steps must be taken to avoid any **Accidental Damages** to **Your Tyres and/or Alloy Wheels**.

I.3. Fraud

You must not act in a fraudulent manner. If **You**, or anyone acting for **You**:

- Make a claim under the **Policy** knowing the claim to be false, or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim, knowing the statement to be false in any respect; or
- Submit a document in support of a claim, knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss caused by **Your** wilful act, or with **Your** connivance.

Then:

- **We** shall not pay the claim;
- **We** shall not pay any other claim which has been made or will be made under the **Policy**;
- **We** may at **Our** option declare the **Policy** void;
- **We** shall be entitled to recover from **You** the amount of any claim already paid under the **Policy**;
- **We** shall not make any return of **Insurance Premium**;
- **We** may inform the police of the circumstances.

I.4. Duty of Disclosure

The **Policy** has been issued based upon information, which **You** have given **Us** about **Yourself**, and **Your Tyres**. **You** have a duty to tell **Us** of any change to this information as failure to do so may invalidate **Your** cover under this **Policy**². **We** will then advise **You** of any change in terms. **You** must notify **Us** of any change in the information **You** provided to us within ten (10) days of **You** becoming aware of the change.

I.5. The Law Applicable to this Policy

Unless some other law is agreed in writing, this **Policy** is governed by Dutch law. If there is a dispute, it will only be dealt with in the courts of

² In accordance with article 7:928 of the Dutch Civil Code.

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the Netherlands.

I.6. Statute of Limitations

All legal actions arising under an insurance contract are barred by limitation of three (3) years after the day that the insured became known with the due claim.³ The limitation is dictated by the Law in the Netherlands and as such neither **We** nor **You** can change the term or the causes of suspension to this period.

The limitation period is interrupted by any of the following causes:⁴

- a written declaration in which a claim is laid to the insurance benefit;
- recognition of the claim or unmistakably rejection of the claim by the insurer;

Where **Your** action against the **Insurer** is the result of a right of remedy exercised by a third party, the limitation period shall run as from the date on which the said third party brought legal action against **You** or was compensated by the **Insured**.

³ In accordance with article 7:942-1 of the Dutch Civil Code.

⁴ In accordance with article 7:942-2 of the Dutch Civil Code.

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J. YOUR INSURANCE PREMIUM, PAYMENT & RENEWAL

J.1. The Insurance Premium

The total price **You** will need to pay for the **Period of Insurance** stated in **Your Schedule** will depend on the option chosen during subscription as per the table below:

	Basic	Standard	Premium
Cover	Limit per Tyre	Limit per Tyre	Limit per Tyre
<i>Replacement</i>	€150	€150	€150
<i>Repairs</i>	Not Covered	€30	€30
<i>Alignment, Balancing & Mounting</i>	Not Covered	Not Covered	€250
<i>Alloy Wheels</i>	Not Covered	Not Covered	€150
Premium net of IPT	€2,89	€4,55	€16,52
IPT	21%	21%	21%
Total Premium	€3,50	€5,50	€19,99

J.1. Payment

Your premium will be paid upfront by the method of payment chosen during subscription.

J.2. Renewal

This Policy has no renewal option and this Policy will therefore be automatically terminated at the end of the Period of Insurance.

K. TERMINATION AND CANCELLATION OF YOUR POLICY

You/ We may terminate or cancel Your Policy in the following cases:	How and what will We be refunding You
<p>K.1. You may cancel Your Policy during the Cooling-off period</p>	<p>Complete the form in the queries section of the website: www.psa-insurance-solutions.nl or send a registered letter within thirty (30) days from the Effective Date or from the day You receive Your Policy, if this is provided after the Effective Date, during which you can cancel your Policy without having to explain Your reasons. Here is an example of what You can write to request the cancellation:</p> <p><i>"I the undersigned [First Name and Surname], residing at [Address], hereby declare that I wish to cancel, the insurance policy [Policy Number]. Date [Please complete] Signature [Your signature]"</i></p> <p>Provided that You have not reported any claims We will refund You Your Insurance Premium.</p>
<p>K.2. You may terminate Your Policy at any time in the future and for any reason during the Period of Insurance.</p>	<p>Complete the form in the queries section of the website: www.psa-insurance-solutions.nl.</p> <p>Provided that You have not reported any claims We will refund You, within thirty (30) days, the proportionate unutilised share of Your Insurance Premium.</p>
<p>K.3. We may cancel or terminate Your Policy in the event that You have intentionally or unintentionally undisclosed or misrepresented information about the risk to Us.</p>	<p>We will send You a written notification by means of registered letter or by email within two months of the discovery of your misconduct giving You a fourteen (14) days' notice where at Our discretion We will:</p> <ul style="list-style-type: none"> - Give You the option to maintain this Policy at an additional Insurance Premium. - In the case of unintentional non-disclosure or misrepresentation⁵,

⁵ In accordance with article 7:929-1 of the Dutch Civil Code

	<p>terminate Your Policy and refund You the proportionate unutilised share of Your Insurance Premium⁶ as from the date that We became aware of the change. Provided that no claims have been paid during the Period of Insurance.</p> <p>In the case of intentional non-disclosure or misrepresentation⁷, cancel Your Policy and refund You, Your Insurance Premium, provided that no claims have been paid during the Period of Insurance.</p>
<p>K.4. We may terminate Your Policy in the event that You do not pay part or all of Your Insurance Premium within fourteen (14) days of the due date of our formal notice⁸.</p>	<p>We reserve the option of sending You a registered letter giving formal notice, and if the Insurance Premium due is still not paid:</p> <ul style="list-style-type: none"> - Within fourteen (14) days from the dispatch of this formal notice, We at Our option may suspend or terminate this Policy; <p>If You pay Your Insurance Premium during the suspension period Your Policy will be reinstated at 12:00a.m of the day after we are in receipt of Your Insurance Premium.</p>
<p>K.5. We may terminate Your Policy in the event that there is a direct or indirect disclosed change in risk which is not compliant with the Eligibility Criteria of this Policy.</p>	<p>We will send You a notice of termination within thirty (30) days from receipt of Your disclosed change request. Provided that You have not reported any claims We will refund You within thirty (30) days the proportionate unutilised share of Your Insurance Premium⁹.</p>

⁶ In accordance with article 7:939 of the Dutch Civil Code

⁷ In accordance with article 7:929-2 of the Dutch Civil Code

⁸ In accordance with article 7:934 of the Dutch Civil Code

⁹ In accordance with article 7:939 of the Dutch Civil Code

L. HOW TO MAKE A COMPLAINT

This **Policy** is subject to Dutch law.

For any request related to this **Policy**, **You** may contact **Us** by using the form accessible from in the complaints section available at the following address: www.psa-insurance-solutions.nl/complaints

We hereby undertake to acknowledge receipt within ten (10) working days and to deal with **Your** complaint within fifteen (15) days of receipt of all the documents necessary in order to examine the same.

If **You** are not satisfied with the response given by **Us** to **Your** complaint, **You** may:

- Refer the dispute in writing to the Office of the Arbiter for Financial Services (OAFS) on <http://financialarbiter.org.mt/en/Pages/Home.aspx> and submit the forms explained in the above-mentioned website;
- Refer the case to the Dutch Authority, the AFM (Autoriteit Financiële Markten).

At any point in time, **You** retain the right to refer any dispute related to this **Policy** to the Dutch courts.

M. DATA PROTECTION

During the online subscription, **You** consent and agree freely and without reservation to the personal data process done by **Us**.

We inform **You** that **Your** data is collected by PSA Insurance Limited, identified as Data Controller, and processed by the Agent, PSA Insurance Solutions Limited, the Data Processor. The data collected is processed for the following purposes: (i) the conclusion, management and execution of **Your** insurance contracts, (ii) the fight against money laundering (iii) combating insurance fraud, and (iv) analysing **Your** data and cross-referencing it with those of **Our** partners to improve **Our** products and services. The recipients are PSA Insurance Solutions and PSA Insurance Manager Ltd..

Your data, which is kept for the duration necessary for this processing which will not exceed 10 years starting from the final Expiration Date or the last communication with the client depending on which event occurs last.

We inform **You** that, when taking out an Insurance contract, the answer to certain questions is mandatory. In the event of false declarations or omissions, the consequences for **You** may be the nullity of **Your** contract or the reduction of the indemnities paid.

You have the right to access, rectify, delete and **Your** data, and the right of portability of Your data, as well as a right of limitation and opposition to processing. **You** may exercise **Your** rights by sending an email to psainsurance-privacy@mpsa.com or by email to Data Protection Officer, PSA Insurance, 53, MIB House, Abate Rigord Street, Ta' Xbiex, XBX1122, Malta.

You also have the right to lodge a complaint with the competent national supervisory authority.

N. REMOTE PURCHASING AND ELECTRONIC RELATIONSHIP

The conclusion of the Insurance **Policy** on the website [www.psa-insurance-solutions.fr] represents the supply of a service consisting of a remote insurance transaction¹⁰.

A service consisting of a remote insurance transaction is said to have been supplied whenever insurance transactions are supplied to an **Insured**, who is a natural person not acting in any commercial or professional capacity, as part of a system for remote selling or provision of services organised by the **Insurer** or insurance intermediary who, for this particular **Policy**, uses remote communication technology only, and this up until, and inclusive of, the conclusion of the **Policy**.

This **Policy** was purchased on PSA Insurance Solutions Ltd. website following **Your** review and acknowledgement of all the necessary pre-contractual information.

By choosing to purchase the **Policy** online, **You** agree to use electronic means for the conclusion and maintenance of **Your** Insurance **Policy**¹¹.

To connect to **Your My Account** area, **You** must use the user name that **You** selected and **Your** password. It is up to **You** to ensure that this information remains confidential and to safeguard the security of **Your** account. To do so, **You** must keep this information confidential, log off after every session and change **Your** password regularly.

Furthermore, by agreeing to an electronic relationship, **You** have expressly agreed to the receiving correspondence from **Us** by email. The email address that **You** gave may be used for the dispatch of such letters. Thus, **You** undertake: (i) in case **You** change **Your** email address, to inform us as soon as possible by changing **Your** personal contact details in **Your My Account** area; (ii) to regularly check the messages sent to this email address.

We shall moreover maintain the electronic documents for the entire statutory document maintenance period. **You** may therefore, during this period, ask us to forward these documents in electronic format to **You** by contacting our services www.psa-insurance-solutions.nl/queries

Documentary evidence agreement

You hereby acknowledge:

- That the receipt of **Your Policy** in an electronic email sent to the email address that **You** have provided, indicating the fact that **Your Policy** was signed electronically, and have been made available in **My Account** area is the equivalent of the submission of the said documents.
- That the fact that the documents are downloadable in PDF format and printable means that the character of the medium thus communicated meets the criteria of integrity and durability as required by law.
- That the identification resulting from the declaration of **Your** identity, address and email address equates to identification¹².
- That in case of any dispute, the data transmitted by **You** and the electronic certificates and signatures or exploitation of the log used in the context of the digital services are admissible to the

¹⁰ In accordance with article 6:230x of the Dutch Civil Code.

¹¹ In accordance with Articles 7:933-2 of the Dutch Civil Code and the Decision on electronic communications in the context of an insurance contract.

¹² In accordance with the Dutch law on the prevention of money laundering and financing terrorism Regulations.

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courts and will provide evidence of the data and facts that they contain and of the signatures and authentication procedures expressed by them;

- That in case of any dispute, the time stamps or exploitation of the log are admissible to the courts and provide evidence of the data and facts that they contain. Evidence of the connections made by **You** and of other elements of identification or actions taken by **You** will be established as and when necessary with the aid of the connection logs kept by the **Agent** and of the computer records retained for such purposes.

You hereby expressly acknowledge the fact that by having clicked on the buttons "**PROCEED TO PAYMENT**" and on "**PAY NOW**":

- **You** provide **Your** consent to the contents of **Your Policy**.
- is the equivalent of an electronic signature.
- **You** confer the same legal value to **Your Policy**, as a document signed by hand¹³.

¹³ In accordance with Articles 3:15a and 7:932-1 of the Dutch Civil Code.