



A S S U R A N C E

# GENERAL TERMS AND CONDITIONS HANDBOOK



# 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.

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## Introduction

Welcome to Tyre Insurance, within our *InsuredMobility* 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 at any point in time the details are correct.

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 insurance, meaning that **You** are covered for any

cause resulting in the insured event described in Section *D. What are You covered for*, 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 Italy 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 in Italy;
- **Your New Vehicle** is for private use and **Your Tyre/s** will be or is/are 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 – Italy 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 PSA Groupe Authorised Repairers can be found by clicking on one of the links below:

<https://www.citroen.it/contatti/concessionari-citroen.html>  
<https://www.peugeot.it/la-nostra-rete.html>  
<https://www.opel.it/tool/trova-il-concessionario.html>  
<https://www.dsautomobiles.it/scopri-la-rete-ds-automobiles/trova-il-tuo-punto-vendita.html>

### **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 **Your Policy** without having to explain **Your** reasons subject that **You** have not made any claims during the said thirty-day period.

### **Effective Date:**

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

### **Eligibility Criteria:**

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

### **Geographical Limits:**

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

### **Insurance Policy:**

Refers to **Your Policy Schedule/s** and these General Terms and Conditions.

### **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:**

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.

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

### **My Account:**

Means the secure area on the website [www.psa-insurance-solutions.it](http://www.psa-insurance-solutions.it), 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** dismantling / 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:**

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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.

#### **Tyres:**

Means any **Tyres** of any brand fitted to the insured Vehicle as per the manufacturer's specification, 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:**

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.

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D. WHAT ARE YOU COVERED FOR	E. WHAT IS YOUR CLAIM LIMIT	F. WHAT IS NOT COVERED
<p>Depending on the level of cover chosen during subscription <b>We</b> will cover the following costs resulting from <b>Accidental Damage</b>:</p>	<p><b>Your compensation under this Policy will be subject to:</b></p>	<p><b>We will <u>NOT</u> cover You if/for:</b></p>
<p><b>D.1. Tyre/s Replacement</b> cost, if <b>Your Tyre</b> is economically or technically irreparable. This is extended to an additional <b>Tyre</b> set on the same axle, and insured under this <b>Policy</b>; in the event that the difference between wear and tear of the mentioned additional <b>Tyre</b> and the <b>Replacement Tyre</b>, goes against the road safety rules of Italy.</p> <p><b>D.2. Tyre/s Repair Costs.</b></p> <p><b>D.3. Alignment, Balancing and Mounting costs.</b></p> <p><b>D.4. Alloy Wheel repair costs including skimming.</b></p>	<p><b>E.1. The limit of indemnity of €150 per Replacement Tyre for D.1.</b></p> <p><b>E.2. If the Accident occurs after 30 days from the date of purchase of the Policy We will take into account a 25% depreciation from Your indemnity for wear and tear.</b></p> <p><b>E.3. The limit of indemnity of €30 per Repair of each Tyre for D.2.</b></p> <p><b>E.4. The limit of indemnity of €250 per Tyre for D.3.</b></p> <p><b>E.5. The limit of indemnity of €150 per Alloy Wheel for D.4.</b></p>	<p><b>F.1. See section G. General Exclusions.</b></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 options **Standard or Premium** of this Policy;
- G.11. For alignment, balancing and mounting costs and Alloy Wheel Repairs costs unless You are subscribed to **Option 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/s.

## 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.citroen.it/contatti/concessionari-citroen.html>  
<https://www.peugeot.it/la-nostra-rete.html>  
<https://www.opel.it/tool/trova-il-concessionario.html>  
<https://www.dsautomobiles.it/scopri-la-rete-ds-automobiles/trova-il-tuo-punto-vendita.html>
- H.2. In the event of an **Accidental Damage**, please contact the **Insurer** to report **Your** claim via the online claim notification form accessible via this link: [www.psa-insurance-solutions.it/](http://www.psa-insurance-solutions.it/) from within the "My Account" area after You have logged in using Your credentials.
- H.3. You must report **Your** claim within ten (10) days from when You incur the damages.
- H.4. You must provide the **Insurer** with the following documents:
  - H.4.1. A copy of the original receipt/s of the purchased **Tyre/s or vehicle registration certificate** in the event You are insuring the **Tyre** of a **New Vehicle**;
  - H.4.2. A copy of the original receipt/s 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 **Tyre/s** and or **Alloy Wheels** if claiming for **Alloy Wheel** repairs under option Premium;
- Possible cause of damage and nature;
- There is the need (or otherwise) of the replacement of the second wheel on the same axle, also signed by the client.

H.4.4. Photos 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.3 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, including, but not limited, any circumstances that determine an increase of the risk; - failure to do so may give **Us** the right to terminate - this **Policy**<sup>1</sup>. **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.

<sup>1</sup> In accordance with Article 1898 of the Italian Civil Code.



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### I.5. The Law Applicable to this Policy

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

### I.6. Statute of Limitations

All legal actions arising under an insurance contract are barred by limitation of two (2) years after the event that gave rise to them<sup>2</sup>. The limitation is dictated by the Law in - Italy and as such neither **We** nor **You** can change the term or the causes of suspension to this period.

However,

I.6.1. In case of non-disclosure, an incomplete declaration, misrepresentation or an inaccurate declaration from **Your** part concerning the risk insured, this time period shall run from the date on which **We** became aware of this.

I.6.2. In case of a claim, this time period shall run only as from the date on which the **We/You** became aware of the same, if **We/You** can prove that they were unaware of it until such time.

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**.

The limitation period is interrupted by any of the ordinary causes of interruption of the limitation period. The limitation period may also be interrupted by the dispatch of a registered letter with acknowledgement of receipt or email, forwarded by the **Insurer** to the **Insured** where it concerns action for payment of the **Insurance**

**Premium**, and by the **Insured** to the **Insurer** where it concerns payment of the indemnity.

## 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/Tyre	Limit/Tyre	Limit/Tyre
<b>Replacement</b>	€150	€150	150€
<b>Repairs</b>	Not Covered	€30	€30
<b>Alignment, Balancing &amp; Mounting</b>	Not Covered	Not Covered	€250
<b>Alloy Wheels</b>	Not Covered	Not Covered	€150
<b>Premium net of IPT</b>	€2,64	€4,40	€15,85
<b>IPT</b>	13,50%	13,50%	13,50%
<b>Total Premium</b>	<b>€3,00</b>	<b>€4,99</b>	<b>€17,99</b>

<sup>2</sup> In accordance with Articles 2952, second paragraph, of the Italian Civil Code.

**J.2. Payment**

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

**J.3. 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 <b>Your Policy</b> in the following cases:	How and what will <b>We</b> be refunding <b>You</b> :
<p><b>K.1. You</b> may cancel <b>Your Policy</b> during the <b>Cooling-off period</b>.</p>	<p>Complete the form in the queries section of the website: <a href="http://www.psa-insurance-solutions.it">www.psa-insurance-solutions.it</a> or send a registered letter within thirty (30) days from the <b>Effective Date</b> or from the day <b>You</b> receive <b>Your Policy</b>, if this is provided after the <b>Effective Date</b>, during which <b>You</b> can cancel Policy without having to explain Your reasons. Here is an example of what <b>You</b> can write to request the cancellation:</p> <p><i>“I the undersigned [First Name and Surname], resident at [Address], hereby declare that I wish to cancel, the insurance policy [Policy Number].</i></p> <p><i>Date [Please complete]</i></p> <p><i>Signature [Your signature]”</i></p> <p>Provided that <b>You</b> have not reported any claims <b>We</b> will refund <b>You Your Insurance Premium</b>.</p>
<p><b>K.2. You</b> may terminate <b>Your Policy</b> at any time in the future and for any reason during the <b>Period of Insurance</b>.</p>	<p>Complete the form in the queries section of the website: <a href="http://www.psa-insurance-solutions.it">www.psa-insurance-solutions.it</a>. Provided that <b>You</b> have not reported any claims <b>We</b> will refund <b>You</b>, within thirty (30) days, the proportionate <b>Unutilised Share</b></p>

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	of <b>Your Insurance Premium</b> .
<b>K.3. We</b> may cancel or terminate <b>Your Policy</b> in the event that <b>You</b> have undisclosed or misrepresented information about the risk to <b>Us</b> .	<p><b>Your Policy</b> will be declared null and void in case of non-disclosure or misrepresentation on <b>Your</b> part with gross negligence or wilful misconduct, according to article 1892 Italian Civil Code.</p> <p>In case of non-disclosure or misrepresentation on <b>Your</b> part without gross negligence or wilful misconduct, <b>We</b> reserve the right to terminate the <b>Policy</b>, within three (3) months after the discovery of the non-disclosure or misrepresentation, according to article 1893 Italian Civil Code<sup>3</sup>.</p>
<b>K.4. Your Policy</b> will be suspended in the event of non-payment, or partial payment of <b>Your Insurance Premium</b> <sup>4</sup> .	<p>Pursuant to article 1901 comma 2 of Italian Civil Code if <b>You</b> fail to pay <b>Your Insurance Premium</b> or the first instalment of <b>Your Insurance Premium</b>, <b>Your Policy</b> shall be suspended until midnight on the day when the payment is made. If <b>You</b> fail to pay any of the subsequent <b>Insurance Premiums</b> within the deadlines agreed upon, <b>Your Insurance Policy</b> shall be suspended from midnight on the fifteenth day following the <b>Expiry Date</b>.</p> <p>In the cases mentioned above, <b>Your Insurance Policy</b> shall be terminated by operation of law if the <b>Insurer</b> does not bring an action for collection within six months of the deadline for payment of the <b>Insurance Premium</b> or any instalment thereof; the <b>Insurer</b> shall only be entitled to the payment of the <b>Insurance Premium</b> covering the current period of insurance and reimbursement for expenses.</p>
<b>K.5. We</b> may terminate <b>Your Policy</b> in the event that there is a direct or indirect disclosed change in risk which is not compliant with the	<b>We</b> will send <b>You</b> a notice of termination within thirty (30) days from receipt of <b>Your</b> disclosed change request.

<sup>3</sup> In accordance with Article 1893 of the Italian Civil Code.

<sup>4</sup> In accordance with Article 1901 of the Italian Civil Code.

<b>Eligibility Criteria</b> of this <b>Policy</b> .	Provided that <b>You</b> have not reported any claims <b>We</b> will refund <b>You</b> within thirty (30) days the proportionate <b>Unutilised Share</b> of <b>Your Insurance Premium</b> .
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## L. How to make a Complaint

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

For any request related to this **Policy**, **You** may contact **Us** by using the form accessible in the complaints section of the website: [www.psa-insurance-solutions.it/complaints](http://www.psa-insurance-solutions.it/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 competent Italian Court, namely the Court of the place where **You** have residence.
- Refer the dispute in writing to the Office of the Arbitrer for Financial Services (OAFS) on <http://financiararbitrer.org.mt/en/Pages/Home.aspx> and submit the forms explained in the above-mentioned website;
- Refer the case to IVASS (Istituto per la Vigilanza sulle Assicurazioni) based in Rome 00187, via del Quirinale n.21 (web site: [www.ivass.it](http://www.ivass.it)).

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

**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 Policy**, 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 **Your** data, 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](mailto:psainsurance-privacy@mpsa.com) or by writing 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 <http://www.psa-insurance-solutions.it> represents the supply of a service consisting of a remote insurance transaction<sup>5</sup>.

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**<sup>6</sup>.

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 <https://www.psa-insurance-solutions.it/richieste>.

### **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**

<sup>5</sup> As defined in Article 45 and following of the Italian Consumer Code (Legislative Decree n. 206/2005).

<sup>6</sup> In accordance with the Legislative Decree n. 70/2003 concerning the Information Society Services and Electronic Commerce.

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**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 identification<sup>7</sup>.
- 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 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**.
- **You** confer the same legal value to **Your Policy**, as a document signed by hand<sup>8</sup>.

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<sup>7</sup> In accordance with the Legislative Decree n. 70/2003 concerning the Information Society Services and Electronic Commerce.

<sup>8</sup> In accordance with the Legislative Decree n. 70/2003 and the ISVAP Regulation n. 34/2010.