

POLICY CERTIFICATE

Please read this **policy** carefully together with the **schedule** and make sure **you** understand and fully comply with all the terms and conditions as a failure to do so might jeopardize the payment of any claim which may arise and could lead to **your** insurance cover becoming void.

This **policy** sets out all **you** need to know about the insurance cover **you** have bought. It specifies what **you** are covered for and what **you** are not covered for. It is important that **you** read through this document in conjunction with **your schedule** to understand the terms and conditions of **your** insurance cover.

If **you** have any questions on the contents please contact the **administrator** on 0114 321 9876.

Words in bold type face in this **policy**, other than in the headings, have specific meanings attached to them as set out in the definitions section of this **policy**.

Please ensure **you** keep this **policy**, the **schedule** and the **application** that all form part of **your** insurance cover in a safe place so that if **you** should need to **you** can read them again.

YOUR INSURANCE COVER

We will provide the insurance cover as stated in this **policy** for the **period of insurance**. This **policy**, the **schedule**, **your** signed declaration and **your** undertaking to pay the **premium** constitutes the contract between **you** and **us**.

Your schedule includes **your** details, **your vehicle** details, the **period of insurance** and the **claim limit(s)** applicable to **your** insurance cover.

This insurance is underwritten by Qudos Insurance A/S.

BASIS FOR YOUR INSURANCE COVER

All information supplied by **you** in connection with **your** application for insurance cover including any proposal form, application form or otherwise and supplied by **you** or on **your** behalf will be incorporated into this insurance cover. It is a condition of this insurance cover that all such information is true so far as it is within **your** knowledge.

In the event of a breach of any provision of this section, and without reducing any of **our** rights **we** may:

- a) cancel this insurance cover with effect from the date of the breach or inception of this insurance cover, whichever is the later; or
- b) reject or reduce any claims connected with the breach and continue this insurance cover on such terms as **we** may determine.

PRIVACY

We collect non-public personal information about **you** from the following sources:

- a) **your** application or other forms;
- b) **your** transactions with **us**, **our associates**, or others; and
- c) consumer reporting agencies.

We do not disclose any non-public personal information relating to **you** to anyone except as is necessary in order to provide **our** products or services to **you** or otherwise as it is required or permitted by law (e.g. a subpoena, fraud investigation, regulatory reporting etc.).

We restrict access to non-public personal information relating to **you** to **our** employees, **our associates**, **our associates'** employees or others who need to know that information to service **your** account. **We** maintain physical, electronic, and procedural safeguards to protect **your** non-public personal information.

MAKING A CLAIM

Should **you** need to make a claim please call the **administrator** on 0114 321 9877

CANCELLING YOUR INSURANCE COVER

You may cancel **your** insurance cover within 14 days of receiving this **policy** and **schedule** by contacting the **administrator** and **you** will receive a full refund of the **premium** paid. If **you** have made a claim that **we** have paid or an incident has caused **damage** that may give rise to a claim the **administrator** will deduct the cost of the claim from the refund of **premium**.

If **you** cancel this insurance cover at any time after 14 days you will not receive a refund of **premium**.

1. DEFINITIONS

The following words will have the following meanings when they appear in bold print in this document.

“administrator” means Tobell Insurance Services Limited who will provide administrative services on **our** behalf. Tobell Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference Number 309576). This information can be checked by visiting the Financial Conduct Authority’s website. Tobell Insurance Services Limited is registered in England: under company number 03911171 at, registered office, The St Botolph Building, 138 Houndsditch, London, EC3A 7AR;

“accidental damage” means a sudden and unforeseen event that caused **damage** to the **tyre(s)**;

“application” means any written or verbal declaration together with any additional information **you** may have supplied to **us** in support of **your application** for this insurance cover;

“associates” means **our** subsidiary, parent and or associated companies;

“call out charge” means a non-refundable call out fee, as specified on the schedule, that is payable for the **repairer** to attend the **vehicle** to assess the **damage**.

“claim limit” means the maximum amount that this insurance cover will pay for any one claim and all claims in total during the **period of insurance** as shown on **your schedule**. These amounts are inclusive of VAT. If **you** are registered for VAT then **we** will not pay the VAT element of any claim under this insurance cover;

“damage” means arising from **accidental damage**, or **malicious damage** by a third party, necessitating **repair** or replacement;

“E’ mark” means a European recognised quality mark for tyres. All passenger car tyres sold in the EU must be stamped with the **‘E’ mark** on their sidewall to indicate that they comply with current legislation;

“end date” means the date: **your** insurance cover ends as shown in **your schedule**; **you** sell or transfer the **vehicle** to a new owner; **you** or anyone representing **you** attempts to defraud or deliberately mislead the **administrator** or **us**; the maximum number of **claims** under the **policy** has been reached;

“excess” means the amount shown on the **schedule** that **you** will have to pay towards any claim;

“geographical limits” means the area in which this insurance cover is effective being Great Britain, Northern Ireland, and Wales, the Isle of Man and the Channel Islands;

“malicious damage” means the deliberate and intentional damaging of **tyre(s)** by a third party;

“period of insurance” means the period between the **start date** and the **end date**;

“policy”/“policy Certificate”/ means this document;

“premium” means the amount that **you** have agreed to pay **us** in respect of this insurance cover in accordance with the terms of this **policy**;

“repair(s)” means work completed by the **repairer** to the **Tyre(s)**;

“repair cost” means the reasonable cost of **repair** materials and labour, including in the case of **tyre(s)** the cost of a new valve if necessary and fitting and balancing;

“repairer” means a company authorised by the **administrator** to undertake **repairs**;

“replacement cost” means the reasonable cost of a like for like **tyre** of similar make and quality of the damaged **tyre**, including the cost of a new valve if necessary; and the reasonable labour cost of fitting and balancing of the new;

“schedule” means the document that includes **your** details, **your vehicle** details, the **period of insurance** and the **claim limit(s)**;

“start date” means the date on which this insurance cover starts as shown in **your schedule**;

“total loss” means where **you** have claimed under **your** motor insurance policy and the claim has been settled, with the **vehicle** salvage forfeited and a **total loss** payment made in full and final settlement;

“tyre(s)” means the four **tyres** fitted to **your vehicle** plus the spare **tyre** at the **start date** and any replacements of these **tyres** during the **period of insurance**;

“vehicle” means only the **vehicle** as identified in the **schedule** owned for private use on the public highway, designed to carry no more than eight people including the driver or small commercial vehicle of less than 3,500kg gross weight and being less than 10 years old and having travelled less than 100,000 miles at the **start date**;

“wear and tear – tyre(s)” means when the **tyre** has reached the end of its normal effective working life because of age, usage, defective steering, geometry outside manufacturer’s recommended limits, tyre imbalance or lack of maintenance e.g. incorrect **tyre** pressure or where the **tyre** tread depth is less than 2mm across the full legal width of the **tyre**;

“you” / “your” means the person named in the **schedule**;

“we” / “us” / “our” means Qudos Insurance A/S. Qudos Insurance A/S is authorised and regulated by Finanstilsynet (The Danish FSA); Danish FSA number 53112. As an insurance company authorised within the European Union Qudos Insurance A/S is permitted to conduct business in the United Kingdom. **You** can check this by visiting the Financial Conduct Authority website. Qudos Insurance A/C is registered in Denmark under company number 33956967 at registered office, Kongevejen 371, DK 2840 Holte, Denmark.

2. ELIGIBILITY

2.1 You are eligible for this insurance cover if at the **start date** of the **period of insurance**:

- (a) you are resident in England, Scotland, Northern Ireland or Wales and remain so throughout the **period of insurance**;
- (b) you have paid or agreed to pay the **premium** and agreed to comply with the terms and conditions of this **policy**; and
- (c) **your vehicle** is not an excluded vehicle.

2.2 You are eligible for this insurance cover if **you** are a partnership, limited company or other legal entity if:

- (a) you are permanently situated, and in the case of a limited company, registered in England, Scotland, Northern Ireland or Wales and remain so throughout the **period of insurance**;
- (b) you have paid or agreed to pay the **premium** and agreed to comply with the terms and conditions of this **policy**; and
- (c) **your vehicle** is not an excluded vehicle.

3. WHAT YOU ARE COVERED FOR

Subject to the correct **premium** having been paid, **we** will provide the insurance cover detailed in this **policy**.

This insurance cover will contribute towards the cost of the **repair** or replacement of the **tyres** fitted to **your vehicle** that have sustained either **accidental damage** or **malicious damage**. This insurance cover covers **tyres**, including winter **tyres**, fitted to the **vehicle** provided these are in accordance with the manufacturer's specification and within legal limits.

The maximum **we** will pay including VAT for any single claim will be limited to the amount shown on **your schedule**.

The maximum aggregate amount **we** will pay including VAT throughout the **period of insurance** will be limited to the amount shown on **your schedule**.

The maximum number of claims **you** may make during the **period of insurance** shall not exceed:

- (a) four (4) claims under a twelve (12) month **policy**; or
- (b) eight (8) claims under a twenty four (24) month **policy**; or
- (c) twelve (12) claims under a thirty six (36) month **policy**.

Malicious Damage

To claim for **malicious damage** **you** must report the incident to the police, and quote **your** crime reference number on **your** claim form.

Punctures

The cost of repairing punctured **tyres** is covered up to a maximum £50.00 including VAT.

Recovery

Should **your vehicle** need recovering as part of a valid claim **you** can claim up to £35.00 including VAT towards recovery costs.

4. WHAT YOU ARE NOT COVERED FOR

You are not covered for:

- the **excess**;
- **wear and tear – tyres**;
- **damage** caused by improper use of the **vehicle**, incorrect tyre pressure, wheel alignment;
- tyre imbalance, defective steering or suspension;
- replacement or **repair** of **tyre(s)** as a result of faulty manufacture or design;
- **tyre(s)** that do not carry an 'E' mark;
- theft of **your tyre(s)**;
- any **damage** covered by any other insurance policy, warranty or guarantee;
- any **repairs** not authorised by **us** prior to the **repair** being carried out;
- any costs other than those specifically agreed and authorised by the **administrator**; or
- any costs involved in the disposal of **tyre(s)**.

5. EXCLUDED VEHICLES

The following vehicles are excluded:

- (a) scooters, motorcycles, touring caravans, mobile homes, non-UK specification vehicles or those not built for principal sale in the UK, grey imports, kit cars and replica cars;
- (b) buses, coaches, commercial vehicles of more than 3500 kg, trucks, heavy goods vehicles or any vehicles not listed in the Glass's Guide publication; or
- (c) those modified other than in accordance with the manufacturer's specifications.

The following uses of vehicles are excluded:

- (a) emergency, military, courier, delivery, invalid carrier or driving instruction;
- (b) hire or reward of whatsoever nature, or use as a taxi; or
- (c) road racing, rallying, pace-making, speed testing or any other competitive event.

6. INVALID COVER

If **we** pay any benefit as a direct or indirect result of **your** fraud, recklessness or negligence then all payments shall be forfeited and **we** reserve the right to demand that any sum paid by **us** is repaid by **you** and/or take the appropriate legal action against **you**.

Your insurance cover is voidable if **you** or anyone acting for **you** fails to disclose or misrepresents any material fact.

We will void this insurance cover in its entirety from the date of loss or alleged loss if:

- (a) a claim made by **you** or anyone acting on **your** behalf to obtain any benefit is fraudulent or intentionally exaggerated; or
- (b) **you** or anyone acting on **your** behalf makes a false declaration or statement in support of a claim under this insurance cover.

7. CLAIMS PROCEDURE

When the **administrator** authorises a claim it will do so by issuing a unique claim authorisation number. **Repairs** must not be started until the **administrator** has given this number to **you** or **your** garage.

If **you** think that **you** have a claim which may be covered by this insurance cover **you** must contact the **administrator** in the first instance. The telephone number is 0845 345 2549.

The **administrator** will require the following information, so please have this to hand when telephoning:

- (a) **your policy** number and **your vehicle** registration number; and
- (b) current mileage of **your vehicle**.

You will be asked to provide details of the **damage** and the circumstances of its happening, and **you** may be asked to provide photographs of the **damage**.

In most circumstances there will be no need for **you** to pay the **repairer** as **we** will pay them directly up to the authorised **repair cost**. If **we** are paying the **repairer** directly the **repairer** must send the **administrator** an itemised repair invoice stating the claim authorisation number.

If the **repair** involves a call out you will have to pay the **call out charge** specified in the schedule; if a **call out charge** is paid the **excess** will be waived.

Please note for:

Emergency Tyre Repairs

The **administrator** is open from 9.00 am to 5.00 pm Monday to Friday. In the event of emergency **tyre repair(s)**, **you** may proceed with the **repair(s)** but **you** must ensure that the damaged **tyre(s)** are retained for the **administrator's** inspection. The **administrator** may also require an inspection of **your vehicle**.

8. GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to **your policy**:

- all claims must be made within thirty (30) days of the **damage** occurring;
- in the event of **damage** to any **tyre(s)** they must be removed from the **vehicle** and repaired or replaced before the **vehicle** is driven again. If the **vehicle** is recovered to a **repairer** it must be in such a way that only road worthy **tyres** are in contact with the road i.e. by low loader or trailer where towing would be inappropriate;
- if the **repair** involves a call out **you** must pay the **call out charge** specified in the schedule; if a **call out charge** is paid the **excess** will be waived;
- before any work is undertaken **you** are responsible for ensuring that the **repairer** telephones the **administrator** for authorisation. The telephone number is 0845 345 2549;
- if **you** decide to give permission to the **repairer** to

commence work without an authorisation number from the **administrator**, **you** do so in the full knowledge that **we** reserve the right not to meet **your** claim because **you** have denied **us our** right under this **policy** to inspect the **vehicle** and its **tyre(s)** prior to its **repair**;

- at notification of any claim **we** reserve the right to instruct an independent engineer to: inspect **your vehicle** and its **tyre(s)**, before authorising any claim; or inspect any **tyre(s)**, which have been removed, together with any original documentation, within one calendar month after any **repair** or replacement has been carried out or authorised. When this right is exercised **we** shall have no liability for any loss to **you** arising from any possible delay;
- after **repair**, check that all work has been properly completed. If **you** are aware the **repair** is not satisfactory do not sign any satisfaction note and advise the **administrator** as soon as possible.

9. GENERAL EXCLUSIONS

The following exclusions apply to **your policy**:

- for any loss arising directly or indirectly, in whole or in part, due to any act or omission which is wilful, unlawful or negligent on **your** part;
- any costs incurred in excess of or outside the liability under this insurance cover including depreciation or diminution in value;
- a claim that is in excess of the maximum number of claims permitted during the **period of insurance**;
- a claim which is fraudulent or dishonest;
- **damage** which occurred prior to the **start date** or after the **end date**;
- **damage** caused by any road traffic accident;
- **damage** where the **vehicle** is a total loss.

10. CANCELLATIONS

You may cancel **your** insurance cover within 14 days of receiving the **policy** and receive a full refund of the **premium** paid.

If **you** have made a claim that **we** have paid or an incident has caused **damage** that may give rise to a claim the **administrator** will deduct the cost of the claim from the refund

of **premium**.

You may cancel **your** insurance cover at any time after 14 days however no refund of premium will be due to **you**.

To cancel this insurance cover please contact the **administrator** on 0114 321 9876.

11. COMPLAINTS PROCEDURE

We always aim to provide a first class standard of service. However, if **you** are dissatisfied **you** should in the first instance address **your** enquiry to the **administrator** quoting **your policy** number. Telephone: 0114 321 9876, email: customerservices@tobell.co.uk.

The **administrator** will acknowledge **your** complaint within 5 business days of receiving it and it will do its best to resolve the matter within 2 weeks.

If **you** are dissatisfied with the response **you** receive in relation to **your** complaint or **your** complaint is not resolved within 8 weeks **you** have the right to refer **your** complaint to the

Financial Ombudsman Service: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 08000 234 567 (free for people phoning from a fixed line) or 0300 123 9 123 (free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02), email: complaint.info@financial-ombudsman.org.uk.

Making a complaint to the Financial Ombudsman Service does not affect **your** rights under this insurance cover.

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

12. DATA PROTECTION ACT 1998

We record and hold data in accordance with the Data Protection Act 1998 and follow strict security procedures in the storage and disclosure of information provided to prevent unauthorized access or loss of such information. **We** may find it necessary to pass data to other firms or businesses that supply products and services associated with this insurance cover.

Further, by accessing and updating various databases **we** may share information with other firms and public bodies, including the police, in order to substantiate information and prevent or detect fraud. If false or inaccurate information is provided and fraud is suspected this fact will be recorded and the information will be available to other organisations that have access to the databases. Details of databases accessed or contributed to are available on request.

13. COMPENSATION SCHEME

Qudos Insurance A/S is covered under the Forsikrings Garantifond and this is **your** first point of claim for financial compensation in the event of **our** financial failure.

You may also be entitled to compensation under the Financial Services Compensation Scheme. This provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. Under this scheme 90% of the total claim will be met.

Compensation is only available to commercial customers in limited circumstances.

Further information can be obtained from the Insurer, or from the Financial Services Compensation Scheme at the following address: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 or 0207 741 4100.