

Tyre Insurance Policy

This insurance policy has been arranged on **your** behalf by Motorplus Limited t/a Coplus and is underwritten by Astrenska Insurance Limited. This cover is provided to **you** in return for payment of the premium.



Policy Wording

Who does it cover?

The person named on the certificate of motor insurance policy.

What criteria apply?

The policyholder must have a motor insurance policy throughout the duration of the Tyre Insurance policy.

Important information

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let **your** insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions **we** or **your** insurance broker may ask as part of **your** application for cover under the policy
- b) to make sure that all information supplied as part of your application for cover is true and correct
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy. If any information you provide is not complete and accurate, this may mean your policy is invalid and that it does not operate in the event of a **claim** or we may not pay any **claim** in full.

This policy must be read together with **your** current schedule, Insurance Product Information Document and any endorsements or certificates. These items together form **your** contract of insurance.

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How to make a claim

In the event of a **claim**, please contact **us** within 7 days from the date of event.

Telephone: 0333 241 2464

Please quote Tyre in all communications.

Our claims line is open 24 hours a day, 365 days a year to assist you.

Or you can write to us at:

Coplus Floor 2 Norfolk Tower 48-52 Surrey Street Norwich NR1 3PA

Your details will be passed to our claims team who will handle your claim. Any queries in relation to your claim, after



the initial notification, should be directed to the claims team.

How to make a complaint

We hope that you are completely happy with this policy and the service that you receive, however if you do have any reason to make a complaint, please follow the procedure below.

If your complaint relates to the sale of this policy, please contact your insurance broker.

If **your** complaint relates to a claim, please contact **us** at: Coplus Floor 2 Norfolk Tower 48-52 Surrey Street Norwich NR1 3PA Telephone: **0333 241 2464**

If for any reason it is not possible for **us** to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service Exchange Tower London E14 9SR Telephone: **0800 023 4 567** Email: <u>complaint.info@financial-ombudsman.org.uk</u> Website: www.financial-ombudsman.org.uk

Our regulator and Insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Astrenska Insurance Limited, whose registered office is at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. This insurance is effected in England and is subject to the Laws of England and Wales.

Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial services register number 202846. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Motorplus Limited t/a Coplus are authorised and regulated by the Financial Conduct Authority.**Privacy Statement** For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this policy. The Privacy Statement can also be viewed online by visiting https://www.coplus.co.uk/data-privacy-notice

Telephone calls

Please note that for **our** mutual protection telephone calls may be monitored and/or recorded.

Fraud prevention, detection and claims history

In order to prevent and detect fraud we may at any time:

- share information about you with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

Renewal procedure

The term of your policy is stated on your policy schedule. If **you** have purchased this policy after the inception date of **your** main insurance policy then cover under this policy will apply from the date of purchase of this policy until the renewal of **your** main insurance policy. If **you** wish to renew this policy please contact **your** broker who will be able to discuss **your** requirements. If any of **your** circumstances change during the **period of insurance** that could affect any term contained



within this policy **you** must notify **your** broker as soon as **you** can. Failure to do so may invalidate this policy or lead **us** to decline a claim.

Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by **you**. A person who is not named under this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party, which exists or is available apart from that Act.

Your Agreement with Others

This contract of insurance is personal to you the policyholder, and the insurer.

We will not be bound by any agreement between you and your appointed representative, or you and any other person or organisation.

You may not assign any of the rights under this policy without the insurer's express prior written consent.

Financial Services Compensation Scheme

Astrenska Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if Astrenska Insurance Limited cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit <u>www.fscs.org.uk</u>.

You may also contact the FSCS on their Freephone number: **0800 678 1100** or **020 7741 4100** or you can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

Sanctions

We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose **us** to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where we transact business.

Use of language

Unless otherwise agreed, for the purposes of this insurance contract the language used will be English.

Other formats

If you require this document in any other format please do not hesitate to contact us.

General definitions

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in **bold** throughout the policy.

Approved repairer:	A company authorised by us to undertake repairs under section one of the policy.
Claim:	A single repair and / or replacement under the policy
Claims Limit:	The maximum amount that can be claimed per claim for any one event during the period of insurance is £150, You can made up to 3 claims within the period of insurance
Consequential Loss:	Any other costs which are directly or indirectly caused by the event which led to your claim unless specifically stated in this policy. For example damage(d) to the wheel of the vehicle following deflation of the Tyre.
Damage/Damaged:	The sudden and unforeseen deflation of a tyre arising from accidental damage to the tyre itself, or malicious damage to the tyre or valve from a
	third party, necessitating immediate repair or replacement before normal use can be resumed.

Coplus is a trading name of Motorplus Limited. Registered in England and Wales with Company No. 03092837. Head Office: Floor 2, Norfolk Tower, 48-52 Surrey Street, Norwich NR1 3PA. Registered Office: Speed Medical House, Eaton Avenue, Buckshaw Village, Chorley, Lancashire PR7 7NA. Motorplus Limited is authorised and regulated by the Financial Conduct Authority (309657).



'E' Marked Tyre(s):	The 'E' mark is a European recognised quality mark for tyre(s) . All passenger car tyre(s) sold in the EU must be stamped with the 'E' mark on their sidewall to indicate that they comply with current legislation.
Excess:	The first £10 of any claim payable by you as detailed on the policy documents
Glass's Guide:	The car values guide published monthly by Glass's Information Services Limited
Insurer:	Astrenska Insurance Limited, part of Collinson International Limited.
Period of Insurance:	The duration between the policy start date, when cover commences and the policy end date, as noted on your policy documents .
Policy Documents:	The Insurance Product Information Document (IPID) and Schedule of Motor Insurance documents issued to you which details your name, address, vehicle covered by this insurance and the claims limit that applies.
Repair:	Work completed by the approved repairer / repairer to a single tyre .
Repair cost(s):	The cost of repair materials and labour, required to complete a repair under the policy.
Repairer:	The full-time business providing the supply and fitting of car tyre(s).
Replacement Cost(s):	The reasonable cost of a like for like tyre of similar make, quality, wear and condition as the damaged tyre including the cost of a new valve if necessary; and the labour cost of fitting and balancing of the new tyre .
Territorial Limits:	England, Scotland, Wales, Northern Ireland the Isle of Man and the Channel Islands.
Terrorism:	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
Tyre(s):	The four tyre(s) fitted to the vehicle plus any spare) or 2 tyre(s) fitted to your motorcycle at the inception date of this policy and their replacements fitted during the period of insurance
Vehicle:	The vehicle as identified in the policy documents used for private purposes only.
Waiting Period:	The first 14 days from the inception date of your policy.
We/Us/Our:	Motorplus Limited t/a Coplus
You/Your/Yourself:	The person named on the policy documents as the holder of this policy.

Cover

In return of the payment of **your** premium, the **insurer** will provide cover up to the **claims limit** detailed on the **policy documents**, subject to the terms, conditions and limitations shown below or as amended in writing by **us** during the **period of insurance**.

Within the **period of insurance**, the **insurer** will pay for the cost of **repair** resulting from **damage** which has occurred within the **territorial limits** of the policy to a **tyre** fitted to the **vehicle**.

Each **claim** will be handled by **us** and the **repair** will be carried out by an **approved repairer** on **our** behalf, who will make all efforts to affect the **repair** to **your** satisfaction.

Where more than one tyre has suffered damage each repair will be classed as a claim under the policy.

The insurer's liability per claim shall not exceed the claims limit.

General Conditions

1. Claims

You must comply with the following instructions to have the full protection of your policy. If you do not comply with them, we may at our option cancel the policy, refuse to deal with your claim, or reduce the amount of the



claim payment.

a) Making a claim

- i. All claims must be made within seven working days of the damage occurring;
- ii. You must contact us before any work is undertaken. It is your responsibility to ensure that the approved repairer / repairer telephones us for authorisation before commencing with the repair;
- iii. You must retain replaced tyres for inspection, in cases where you are paying the repairer direct and reclaiming the costs from us or we have requested the right to inspect the tyre(s), you must ensure that the damaged tyre(s) are retained for one calendar month to allow inspection by an independent engineer. It is your responsibility to ensure that the damaged tyre(s) are available for inspection upon our request. We may arrange for an inspection of the vehicle and/or its tyre(s) by an independent engineer. In this eventuality, any decision on liability will be withheld until this report is received;
- b) Duty of care

You must not continue to drive the **vehicle** after any **damage** or incident if it reasonable that this could cause further **damage**. In such circumstances the **tyre(s)** should be removed and replaced with a serviceable spare or arrangements made to have the **vehicle** recovered;

c) **Repair** or replacement authorisation

Should **you** decide to give permission to the **repairer** to commence work without an authorisation number being obtained from the us, **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**;

d) Confirming details of your claim with you

To ensure **we** maintain the highest level of service **we** may contact **you** to confirm the details of **your claim**. Should **you** be contacted **we** will await confirmation from **you** that **you** are happy for the **repair costs** to be settled before arranging payment under the terms of **your** policy. Should **we** not receive a response following **our** request **you** may become liable to settle the cost of **repair** as **your** failure to reply will be viewed as reputing liability under the policy;

- e) <u>Salvage</u>
 - We accept no liability for the responsible disposal of tyre(s);
- f) Use of Engineers

At notification of any **claim we** reserve the right to instruct an independent engineer to: inspect **your vehicle** and its wheels and **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** 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;

g) When you collect your vehicle / repairs have been completed You must 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 us as soon as possible. We do not accept responsibility for faults in workmanship or materials for repairs paid for by us on your behalf;

2. Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please contact **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

You may cancel the insurance cover after 14 days by informing your insurance broker, however no refund of premium will be payable.

Please note, this policy will automatically terminate in the event that **your** main insurance policy is cancelled for any reason.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where the **insurer** reasonably suspects fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide accurate and complete answers to the questions we or your insurance broker ask.

If the **insurer** cancels the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time the **insurer** has provided cover.

Where the insurer's investigations provide evidence of fraud or misrepresentation, the insurer may cancel the



policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and the **insurer** will be entitled to keep the premium.

If **your** policy is cancelled because of fraud or misrepresentation, this may affect **your** eligibility for insurance with the **insurer**, as well as other insurers, in the future.

3. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

4. Fraudulent Claims

You must not act in a fraudulent way. If you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge. or
- if your claim is in any way dishonest or exaggerated;

We will not pay any benefit under this policy or return any premium to you and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you and inform the appropriate authorities.

5. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities.

The cost of meeting the requirements of this clause will be payable by you and us in our own rights respectively.

6. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

7. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

Excluded Vehicles

1) Excluded Vehicles

Cover does not apply in respect of the following vehicles:

- a. Taxis, self-drive hire, driving schools, service vehicles e.g. police, ambulance etc;
- b. Commercial vehicles or vans with a carrying capacity exceeding 1750kg;
- c. A vehicle used in any sort of competitions, rallies, pace making or off road use;
- d. Left hand drive vehicles or a vehicle not listed in Glass's guide;
- e. Any vehicle owned temporarily or otherwise by a motor dealer, trader or business formed for the purpose of selling or servicing motor vehicles.

General Exclusions

- 1. Any **claim** occurring within the **waiting period** from the policy inception unless continual cover has been previously in place (Proof of previous policy maybe requested;
- 2. Excluded vehicles as listed above;



- 3. Wear and tear, including any unevenly worn tyre(s) caused by defective steering geometry;
- 4. **Tyres** used outside manufacturer's recommended limits or wheel balance, failure of a suspension component or shock absorber or which in the opinion of a qualified engineer was caused wholly or partly from a lack of maintenance e.g. incorrect **tyre** pressure;
- 5. The policy excess of £10 per claim;
- 6. More than five tyre claims for vehicles or two tyre claims for motorbikes during the period of insurance;
- 7. Which have been modified in any way from the manufacturer's specification, or
- 8. Vehicles used for competition, including track days, racing, pace making, hire or reward, off road use (including all Quad Bikes), driving school, transportation of goods, delivery courier, public service vehicles or designed to carry more than eight people including the driver, or
- 9. Over 3500kg gross weight;
- 10. Claims occurring where the fault or damage occurred before the inception of this insurance, or
- 11. Damage caused by fire, any road traffic accident, or where the vehicle is a total loss;
- 12. Claims occurring where damage is caused to any other part of the vehicle by the same incident;
- 13. A claim which is part of a road traffic accident or road risk insurance claim;
- 14. Loss of whatsoever nature arising directly or indirectly due to any act or omission which is wilful, unlawful or negligent on **your** part, whether wholly or in part;
- 15. Any malicious **damage claim**, which is not accompanied by a valid and substantiated police crime reference number;
- 16. Theft of the tyre(s);
- 17. Any **claim** where at the time of **damage** the **tyre** tread depth is less than 2mm across the full tread area of the **tyre(s)**;
- 18. Manufacturing defects or faults including manufacturer's recall;
- 19. **Tyre(s)**, which are not **'E' Marked** and any **claim** where there has been an attempt to remove the serial number or other identifying marks from the **tyre(s)**;
- 20. The VAT element of any claim where you are VAT registered;
- 21. Any costs incurred in **excess** or outside the liability under this insurance including any for **consequential loss**, depreciation or diminution in value;
- 22. Faults in workmanship or materials, or any **consequential loss** following **repairs** paid for **by us** on **your** behalf. It is **your** responsibility to meet any **repairer** charges in **excess** of, or rejected as not being **our** liability;
- 23. Any direct or indirect consequence of war, civil war, invasion, **terrorism**, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or **damage** to property by or under the order of any government, local or public authority;
- 24. Any direct or indirect consequence of
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;
- 25. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other



coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Astrenska Privacy Notice

How we use the information about you

As your insurer and a data controller, we collect and process information about you so that we can provide you with the products and services you have requested. We also receive personal information from your agent on a regular basis while your policy is still live. This will include your name, address, risk details and other information which is necessary for us to:

- · Meet our contractual obligations to you;
- issue you this insurance policy;
- · deal with any claims or requests for assistance that you may have
- service your policy (including claims and policy administration, payments and other transactions); and,

detect, investigate and prevent activities which may be illegal or could result in your policy being cancelled or treated as if it never existed;

· protect our legitimate interests

In order to administer your policy and deal with any claims, your information may be shared with trusted third parties. This will include members of Collinson International Limited, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on our behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, we will have strict contractual terms in place to make sure that your information remains safe and secure. We will not share your information with anyone else unless you agree to this, or we are required to do this by our regulators (e.g. the Financial Conduct Authority) or other authorities.

The personal information we have collected from you will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies and databases, and your data protection rights, can be found by visiting <u>www.cifas.org.uk/fpn</u> and <u>www.insurancefraudbureau.org/privacy-policy.</u>

Processing your data

Your data will generally be processed on the basis that it is:

• necessary for the performance of the contract that you have with us;

- · is in the public or your vital interest: or
- · for our legitimate business interests.

If we are not able to rely on the above, we will ask for your consent to process your data.

How we store and protect your information

All personal information collected by us is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process your personal information during the period of insurance and after this time so that we can meet our regulatory obligations or to deal with any reasonable requests from our regulators and other authorities.

We also have security measures in place in our offices to protect the information that you have given us.

How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that we hold about you. If you would like a copy of some or all of your personal information please contact us by email or letter as shown below:

Email address: data.protection@collinsongroup.com

Postal Address: Cutlers Exchange, 123 Houndsditch, London EC3A 7BU

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service, or refuse to give you this information if your request is clearly unjustified or excessive.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

If you wish to make a complaint about the use of your personal information, please contact our Complaints manager using the details above. You can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at https://ico.org.uk/.