



Tyre Insurance Policy

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

TYAB-0001

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

Based upon the information you have provided; this product will satisfy the needs of someone who requires cover for cost of repair to your tyre resulting from accidental damage.

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 **policy document** and any endorsements. 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 working days from the date of event.

Telephone: **0333 241 9572**

Please quote "Tyre Insurance" 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

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 cannot be resolved by the end of the third working day, **your** complaint will be passed to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Telephone: 0345 218 2685 or email: customerrelations@ukgeneral.co.uk

If **your** complaint relates to a **claim**, please contact:

Coplus Complaints Department
MB&G Insurance Services Ltd
Cobalt Business Exchange
Cobalt Park Way
Wallsend
NE28 9NZ

Telephone: 0191 258 8187 or email at Coplus@mbginsurance.com

If **your** complaint cannot be resolved by the end of the third working day, **your** complaint will be passed to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Telephone: 0345 218 2685 or email: customerrelations@ukgeneral.co.uk

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 or Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

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.

Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Motorplus Limited t/a Coplus and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from https://register.fca.org.uk/ShPo_FirmDetailsPage?id=001b000003ejWCjAAM

Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read **our** Privacy Statement that can 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.

We can supply on request further details of the databases **we** access or contribute to.

You can request a copy of certain personal records that **we** hold about **you** by writing to **us** at:

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

No charge will be made for supplying a copy of these records, and the information will be supplied within 30 calendar days upon request.

Renewal procedure

The term of **your** Tyre cover is one year, however if **you** purchased cover after the original inception date, the cover will apply from the date of purchase until the renewal date of **your** main insurance policy.

At renewal **your** insurance broker will in good time supply **you** with a renewal invitation which will include all additional cover purchased. If they do not hear from **you** prior to the renewal date **your** policy along with all additional cover will be automatically renewed for a further 12 months. Where **you** were paying by monthly instalments, payments will continue to be collected from **your** account. If **you** pay **your** insurance in full by credit or debit card, in most cases they will attempt to take payment using the securely held card details they have on file.

You will need to contact **your** insurance broker before **your** cover runs out if **you** wish to use an alternative payment method or **you** do not want to renew **your** policy for a further 12 months.

If for some reason they are unable to automatically renew **your** policy, they will contact **you** by e-mail in good time before **your** renewal date to let **you** know what needs to be done in order to continue cover.

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 of 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 **us**.

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 **our** express prior written consent.

Financial Services Compensation Scheme

Great Lakes Insurance SE, is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the event that Great Lakes Insurance SE cannot meet its obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk. **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

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.
Claim Limit:	The maximum amount that can be claimed per claim for any one event during the period of insurance is £150, You can make 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..
'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:	UK General Insurance Limited, who is an insurers' agent and in the matters of a claim , act on behalf of Great Lakes Insurance SE.
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:	This document and the Schedule of Motor Insurance.
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 limit** 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 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 repudiating liability under the policy;

e) Salvage

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 later, this is called the 'cooling off period'. On the condition that no claims have been made or are pending, **we** will refund **your** premium in full.

You may cancel this insurance policy at any time after 14 days by contacting **your** insurance broker, however no refund of premium will be payable. Please note, all cover will automatically terminate in the event that **your** motor insurance is cancelled.

The **insurer** will 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 for the **insurer** to cancel this insurance policy include but are not limited to:

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

If the **insurer** cancels the policy and/or any additional cover **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** within incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

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 which can be found on page 2. 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. policy, 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.