MINI TYRE *INSURANCE.*

POLICY WORDING.

MINI INSURANCE SOLUTIONS.

CONTENTS

1. INTRODUCTION

This document, together with the **Schedule of Cover**, forms **Your** contract of insurance with **Us**. The Policy explains the cover **You** have purchased, what is excluded and the terms and conditions that apply to that cover. Please keep both documents in a safe place so **You** can refer to them again if **You** need to.

Please read this document carefully and make sure **You** understand how this insurance works. If **You** do not comply with the terms and conditions, **We** may be unable to pay any claim that **You** make. Some words and phrases have a specific meaning wherever they are shown in **bold** and begin with a capital letter. Those meanings are set out in **'Definitions: Meaning of words and phrases in this document'**.

In return for **Your** payment of the **Premium**, **We** will provide the cover outlined in this Policy. Please check that the information contained in the **Schedule of Cover** is correct and that the cover meets **Your** needs. If it does not, please contact the **Policy Administrator**.

If **You** need this document to be made available in braille or audio format, please contact the **Policy Administrator**.

2. THE POLICY ADMINISTRATOR

This Policy is administered by: Qover SA, a public limited liability company registered with Crossroads Bank for Enterprises (BCE/KBO) in Belgium with number 0650.939.878 and address Rue du Commerce 31, 1000 Brussels. Qover is a Belgian untied insurance agent registered with the Financial Services and Markets Authority of Belgium under the code 0650.939.878. Qover's UK branch is registered in England & Wales and with UK Establishment address: Waterside, Unit 33, Schooner Court, 44-48 Wharf Road - London N1 7UX, authorised and regulated by the Financial Conduct Authority under firm reference number 988985.

3. THE CLAIMS ADMINISTRATOR

Claims are administered by GardX Assure Ltd, Lake House, 2 Port Way, Port Solent, Hampshire, United Kingdom, PO6 4TY who are authorised and regulated by the Financial Conduct Authority under firm reference number 711212.

4. THE INSURER

This Policy is underwritten by Helvetia Global Solutions Ltd, UK Branch, 6 Bevis Marks, London, EC3A 7BA.
Authorised and regulated by the Liechtenstein Financial Market Authority.
Authorised by the Prudential Regulation Authority.
Registered on the Financial Services Register under firm reference number 454140.

5. IMPORTANT INFORMATION

If **You** are a private individual, the following applies to **You**:

Giving Us all the important information

When **We** accept **Your** application for this insurance, **We** will rely on the information **You** provide. **You** must take reasonable care to give full and accurate answers to the questions asked when **You** take out, or make changes to, **Your** Policy. If the information **You** provide is incomplete or inaccurate, the level of cover may be affected and:

- **We** may cancel **Your** Policy and refuse to pay any claim; or
- **We** may not pay any claim in full.

We will write to **You** if **We**:

- intend to cancel **Your** Policy; or
- need to amend the terms of **Your** Policy; or
- require **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given **Us** is incomplete or inaccurate, **You** must inform the **Policy Administrator**.

If **You** are part of a partnership, a sole trader, a limited company or other legal entity, the following applies to **You**:

6. YOUR DUTY OF DISCLOSURE

Under the Insurance Act 2015, **You** have a duty to make a fair presentation of the risk to **Us** before this Policy starts, at each renewal and whenever **You** make any amendment to the cover.

This means **You** must:

(a) disclose all material facts that **You** know or ought to know;
(b) make the disclosure in a reasonably clear and accessible way;
(c) ensure that every material representation of fact is substantially correct and made in good faith.

7. WHAT IS A MATERIAL FACT?

A material fact is information that would influence **Our** decision as to whether to insure **You** and, if so, on what terms.

For the purposes of the duty of fair presentation, **You** are expected to know the following:

(a) if **You** are an individual, such as a sole trader or individual partner, what is known to **You** and anyone responsible for arranging this insurance; or, if **You** are not an individual, such as a limited company or partnership, what is known to anyone who is part of **Your** organisation's senior management. This means those people who play significant roles in deciding how **Your** activities are managed or organised, or anyone responsible for arranging this insurance; and
(b) what would reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation, including, for example, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance.

If the insurance is intended to insure subsidiaries, affiliates or other parties, **You** are expected to have included them in **Your** enquiries and to inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other suitable means.

8. BREACH OF DUTY

If **You** breach **Your** duty to make a fair presentation of the risk to **Us**, then:

- where the breach was deliberate or reckless, **We** may avoid this Policy, refuse all claims and keep all premiums paid;
- where the breach was neither deliberate nor reckless and, but for the breach, **We** would not have agreed to provide cover on any terms, **We** may avoid this Policy and refuse all claims, but **We** will return any premiums paid;

- where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover on different terms (other than **Premium** terms), **We** may apply those different terms from the commencement of the Policy; and/or
- Where the breach of the duty of fair presentation was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover but on different terms, including charging a higher Premium, **Our** liability for any loss shall be reduced by the amount of **Premium** that should have been charged. In such circumstances, **We** will deduct the underpaid **Premium** from the claim settlement.
- For example, if due to a breach of the duty of fair presentation: We charged a **Premium** of £100, but the correct **Premium** should have been £200; and a claim is submitted and agreed at a settlement value of £1,000, **We** will deduct the outstanding **Premium** of £100 from the claim settlement. The amount payable to **You** would therefore be £900.

9. DEFINITIONS

Claims Administrator – means GardX Assure Ltd

Claim Limit – during the **Period of Insurance**, **You** may submit up to a maximum of 5 claims per annum. **Your** per Tyre claim limit will be detailed in **Your Schedule of Cover** (£150 or £300)

Consequential Loss – means any other costs that are directly or indirectly caused by the event that gave rise to Your claim.

Damage(d) – means a sudden and unexpected incident that causes **Deflation** of a **Tyre**, which can result from accidental **Damage** to the **Tyre** or valve, or from malicious **Damage** to the **Tyre** or valve, such that immediate repair or replacement is required before normal use can continue. Cover for **Damage** to **Tyre** sidewalls is provided even where there is no sudden and unforeseen **Deflation**, provided that the **Tyre** is deemed illegal in accordance with UK MOT testing standards.

Deflation – means that the **Tyre** has lost air and should not be used on the road.

'E' Marked Tyres – this mark indicates that the **Tyre** complies with all current European legislation and guidelines. All motor vehicle **Tyres** sold for use in the United Kingdom must carry the **'E' Mark** stamped on their sidewall.

Endorsement – means a document that records any changes **You** have made to this Policy. It should be kept together with the other documents for this Policy.

End Date – means the date the insurance cover ends, as shown on **Your Schedule of Cover**.

Insurer – means Helvetia.

Network Repairer – means an authorised motor workshop contracted by **Us** to carry out repairs or replacements under this Policy.

Period of Insurance – 36 months

Policy Administrator – means Qover

Premium – means the total amount **You** have agreed to pay for this insurance. **You** may choose to pay the full **Premium** upfront or by monthly instalments at no extra cost.
The **Premium** and **Your** chosen method of payment are shown in the **Schedule of Cover**.

Pre-Cover Waiting Period - means that cover will start after **You** have purchased the policy. The policy will not cover **Damage** that occurs in the first 14 days after the delivery date of the **Vehicle**.

Private Use – means that the **Vehicle** is used for social, domestic and pleasure purposes, including travel to and from work and business travel to meet clients. It does not include:

- courier use;
- commercial travel (for example, delivering parcels);
- hire or reward (such as taxis, self-drive hire or driving schools);
- any form of rally, speed testing, 4x4 off-roading, racing or competitive event;
- any use in connection with the motor trade.

Proposal – means the document or declaration that contains the details **You** provided to the **Administrator** when **You** took out this Policy.

Repair Cost – means the cost of repair materials, including the cost of a new valve if required, and the labour cost for repairing, fitting and balancing the **Tyre**.

Replacement Cost(s) – means the cost of replacing a **Tyre** with a **Tyre** of a similar make and quality as the **Tyre** that was **Damaged**, including the cost of a new valve if necessary, plus the labour cost for fitting and balancing the new **Tyre**, as quoted by a **Network Repairer**.

Schedule of Cover – means the document given to **You** when **You** took out this Policy, which shows **Your** details, **Your Vehicle** details and the **Start Date** and **End Date** of the Policy.

Start Date – means the date shown on **Your Schedule of Cover** as the date this insurance cover begins.

Territorial Limits – means the United Kingdom, Ireland, Isle of Man, Channel Islands, Switzerland, or within the countries of the European Economic Area.

Tyre(s) – means the **Tyres** fitted to **Your Vehicle** throughout the **Period of Insurance**. All **Tyres** must be **'E' Marked**.

Vehicle – means the **Vehicle** shown in the **Schedule of Cover**.

We, Us, Our – means Helvetia.

Wear and Tear – means **Damage** to **Tyre(s)** that have reached the end of their normal effective working life because of age and/or use, or where the **Tyre** tread depth is less than 2 mm across any tread area of the **Tyre**.

You, Your, Insured – means the individual named in the **Schedule of Cover**. This Policy will not cover companies or company-owned **Vehicles**, including limited companies and sole traders.

10. ABOUT YOUR POLICY

We will provide cover in accordance with this document, the **Schedule of Cover** and any **Endorsements**. If **You** have any questions about how this Policy works or whether **Your Vehicle** is eligible, please contact the **Administrator**, who will assist **You**.

11. CAN I TAKE OUT THIS POLICY?

You may take out this insurance if, at the **Start Date**:

a) **You** are the registered owner and keeper of the **Vehicle**. (This Policy does not cover companies.)
b) **Your Vehicle** is used for **Private Use** as defined in this Policy.
c) **Your Vehicle** is not excluded from this cover; please refer to **Exclusions (What is not covered)**

d) **Your Vehicle** is not used for any of the excluded occupations or events set out in **Exclusions (What is not covered)**
e) **You** are aged 18 or over and are a resident in the United Kingdom.
f) **Your Vehicle** and its **Tyres** are under 10 years old and the **Vehicle** has less than 100,000 miles on the odometer at the **Start Date**.
g) The **Tyres** fitted to **Your Vehicle** at the **Start Date** are of the original manufacturer's specification, are **'E' Marked** and have a minimum tread depth of 2 mm across the full width of the **Tyre**.
h) **Your Vehicle** has no existing **Tyre Damage** and meets the minimum 2 mm tread depth across the full width of each **Tyre**.

12. PERIOD OF INSURANCE / COVER

36 months – the **Start Date** when this Policy begins and the **End Date** when it ends. This Policy cannot be renewed.

Your Policy will end if any of the following occurs:

- the **End Date** shown on **Your Schedule of Cover** is reached. This Policy is non-renewable and cannot be transferred.
- **You** or **We** cancel this Policy.
- **You**, or anyone acting on **Your** behalf, commits fraud or provides incorrect information that makes this Policy invalid.
- **Your Vehicle** is sold or transferred to a new owner.
- the **Claim Limit** has been reached.

13. WHAT IS NOT COVERED?

This Policy does not cover the following:

- Any **Vehicle** that is over 10 years old at the **Start Date**.
- Any **Vehicle** that has covered more than 100,000 miles at the **Start Date**.
- for any **Damage** occurring prior to the **Pre-Cover Waiting Period**
- **Emergency Vehicles**.

- **Vehicles** used for driving-school tuition.
- **Vehicles** used for off-road use, road racing, track-day participation, rallying, pace-making, speed testing or any other competitive event.
- **Vehicles** used for commercial travel.
- **Vehicles** used for motor-trade purposes.
- **Vehicles** used for courier or dispatch work.
- **Vehicles** used for private hire, hire and reward or taxi use.
- **Commercial Vehicles** with a gross weight in excess of 3.5 tonnes.
- Motorhomes, caravanettes, buses or minibuses.
- Motorbikes, quad bikes, scooters or mopeds.
- Any **Vehicle** owned by a motor trader or company involved in the sale of **Vehicles** at the **Date of the Claim**, including **Vehicles** held for trade-in or resale.
- **Wear and Tear**, including any unevenly worn **Tyres** caused by defective steering geometry outside the manufacturer's recommended limits, or by wheel-balance issues, the failure of a suspension component or shock absorber, or, in the opinion of a qualified engineer, that was caused wholly or partly by a lack of maintenance (for example, incorrect **Tyre** pressure).
- **Tyres** that have been modified in any way from the manufacturer's specification.
- Any **Damage**: i. that occurred before the **Start Date**;
  ii. that continued after **Damage** had already occurred because the **Vehicle** was driven;
  iii. caused by fire, any road-traffic accident, or where the **Vehicle** is declared a **Total Loss** by **Your** motor insurer;
  iv. where **Damage** to any other part of the **Vehicle** arising from the same incident forms part of a road-traffic-accident or motor-insurance claim.
- Any claim arising from **Your** negligence.
- Any malicious **Damage** claim that has not been reported to the Police.
- Theft of the **Tyre(s)**.
- Any claim where, at the time of **Damage**, the **Tyre** tread depth is less than 2 mm across any tread area of the **Tyre**.

- **Manufacturing** defects or faults that have resulted in a manufacturer's recall.
- **Tyre(s)** that are not **'E' Marked**, or any claim where there has been an attempt to remove the serial number or other identifying marks from the **Tyre(s)**.
- VAT where **You** are VAT registered.
- Any costs that exceed the **Cover Limit**.
- Any costs not covered by this Policy, including any form of **Consequential Loss**, such as loss of value or reduction in value of the **Vehicle** or **Tyres**.
- Faults in workmanship or materials, or any **Consequential Loss** arising from repairs paid for by **Us** on **Your** behalf. It is **Your** responsibility to meet any charges from the **Network Repairer** that exceed the amount payable under this Policy or that are not covered by it.
- Any claim where payment would expose **Us** to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

14. EXCLUSIONS

The above list sets out the **Exclusions** under this Policy. If any of the situations described above apply, no benefit will be payable under this Policy.

15. HOW TO MAKE A CLAIM

If you wish to make a claim under this insurance cover, please contact the Claims Administrator on:

- By Telephone: 0203 874 1603
- By Email: support-miniprotect@gardx.co.uk
- In Writing: Lake House, 2 Port Way, Port Solent, Portsmouth PO6 4TY

Your personalised Customer Care Portal on https://myaccount.gardxconnect.com. Please note to log in to the portal you'll need Your surname, vehicle registration, and either Your email or mobile number as shown on Your Schedule. If these details are missing or incorrect, please contact us.

If **You** need to make a claim under this Policy, **You** must contact **Us** or the **Administrator** using the details above and follow the claims process set out in **Your** Policy documentation. **You** must report the **Damage** promptly and provide any information, documentation and photographic evidence **We** request, including the date, location and nature of the **Damage**.

16. PHOTOGRAPHIC EVIDENCE

You must take 3 photos of the **Damage**:

- Photo 1: The side of the tyre, including the writing of the tyre's measurements and specifications
- Photo 2: The damage to the tyre including any visible foreign objects
- Photo 3: The full tread area across the width of the tyre

To allow a prompt and accurate evaluation of **Your** request, photos must be taken in daylight and the tyres must be clean and dry. **We** are unable to accept photos where the **Vehicle** appears dirty or wet or if the photos were taken at night.

17. CANCELLATION

Your right to cancel

If **You** wish to cancel this Policy, **You** must contact the **Administrator**.
There will be no fee charged if the cancellation takes place after the cooling-off period.
If **You** have made a claim, no refund of **Premium** will be payable.

(a) Within the **cooling-off period** – **You** may cancel this cover within 14 days of the **Start Date** or the date **You** receive these Policy documents, whichever is later. During this period, **You** will receive a full refund of any **Premium** paid, and any **Premium** instalments that have been paid will be refunded, provided no claim has been made under this Policy.

(b) After the **cooling-off period** – **You** may cancel at any time. If **You** have paid the **Premium** in full, **You** will receive a refund for the unused period of cover. If **You** are paying by instalments, those payments will cease, but **You** will not receive a refund because **You** will only have been charged for the cover **You** have already received. However, if **You** have made a claim, the full **Premium** for the Policy will be due.

To cancel **Your** Policy, please contact **Us** using the details below:

- By Telephone: MINI: +44 333 006 9641
- By Email: customerservices@mini.qover.com
- In writing: Waterside, Unit 33, Schooner Court, 44-48 Wharf Road - London N1 7UX.

Our right to cancel

If **We** cancel **Your** Policy, **We** will write to **You** at the most recent address held in **Our** records.

We may cancel **Your** Policy immediately in the following circumstances:
(a) if **You** commit fraud as described in this Policy;
(b) if **Your** Policy becomes invalid for any reason;
(c) if **You** fail to pay the **Premium** or a **Premium** instalment by the due date.

We may also cancel this Policy by giving **You** 30 days' written notice at **Your** last known address in specific circumstances. If **We** cancel **Your** Policy, **You** will not be required to pay any further **Premium** and, if **You** have already paid the full **Premium**, **You** will receive a refund for the unexpired period of cover.

Valid reasons why **We** might cancel **Your** Policy include, but are not limited to:

- where there is a change to the risk that means **We** can no longer provide cover;
- if **You** display threatening or abusive behaviour towards **Us**, the **Administrator** or any other party involved in **Your** cover;
- if **You** fail to co-operate with **Us** or the **Administrator** or do not provide information **We** request.

Please allow up to 28 days for **Your** cancellation and any applicable refund to be processed.

18. FRAUD / INVALID COVER

We have a regulatory obligation to prevent fraud or dishonesty. In the event of a claim, details of the information **You** have given and the details of the claim may be shared with other insurers to help prevent fraudulent claims.

Fraud

If **We** make any claim payments and find that **You**, or someone acting on **Your** behalf, has acted dishonestly or committed fraud, then:

(a) **We** will not make any further payment and may seek to recover any amount already paid to **You**;
(b) **We** may cancel the Policy with effect from the time of the fraud;
(c) if **We** cancel the Policy, **We** will not pay any claim arising after the time of the fraud; and
(d) if **We** cancel the contract under this section, **We** will not return any **Premiums** paid by **You**.

Invalid cover

If **We** make a claim payment as a result of **Your** dishonesty (or the dishonesty of someone acting on **Your** behalf), **You** must repay to **Us** any payment made by **Us**. **We** may take legal action to recover any such payment and any associated costs incurred by **Us**.

19. GENERAL CONDITIONS

You must inform the **Administrator** immediately if there are any changes to the information **You** provided when **You** took out this Policy, in particular a change of address or a change in the use of the **Insured Vehicle** (for example, use for private hire).
The **Administrator** will then inform **You** of any changes to the terms of **Your** Policy. If **You** do not notify **Us**, **Your** Policy may become invalid where the change affects the level or nature of cover.

(i) **You** must not continue to drive the **Insured Vehicle** after any **Damage** or incident if doing so may cause further **Damage** to the **Insured Vehicle**.
(ii) This Policy is governed by English law.
(iii) To help the **Administrator** improve the quality of the service provided, telephone calls may be monitored and recorded.

20. PRIVACY NOTICE – USING YOUR PERSONAL INFORMATION

We will keep **Your** personal information secure and private. There are laws that protect **Your** privacy, and **We** follow them carefully. Under those laws, **We** are the company responsible for handling **Your** information (Data Controller). This notice explains how **We** use **Your** personal information.

21. WHAT WE DO WITH YOUR PERSONAL INFORMATION

We might need to use the information **We** hold about **You** for various purposes, including:

- to assess whether **We** can offer **You** this insurance through **Our** computerised systems;
- to help **You** if **You** have any queries or wish to make a claim;
- to provide **You** with information, products or services if **You** ask **Us** to;
- for research or statistical analysis.

We will need **Your** information to:

- provide this insurance;
- contact **You** about renewal;
- protect both **You** and **Us** against fraud and money laundering;
- comply with the law and any applicable regulations.

22. DATA PROTECTION

For further information on how Qover processes your personal data, please visit this link. If you have any questions or wish to exercise your data protection rights, you may contact Qover's Data Protection Officer at privacy@qover.com.

23. COMPLAINTS PROCEDURE

We hope **You** do not need to complain but if **You** wish to complain about the administration of this Policy or about a claim, please contact the **Administrator** using the details below:

- By Telephone: +44 333 006 9641
- By Email: mediation@qover.com
- In writing: Waterside, Unit 33, Schooner Court, 44-48 Wharf Road - London N1 7UX.

24. REFERRING YOUR COMPLAINT TO THE FINANCIAL OMBUDSMAN SERVICE

If **You** are unhappy with the outcome or have not received a response within 8 weeks of the date **Your** complaint was received, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service. The Financial Ombudsman Service can review complaints from eligible complainants, but **You** must do so within 6 months of receiving a final response from **Us** (or on **Our** behalf).

Further information is available at www.financial-ombudsman.org.uk. The Financial Ombudsman Service is independent and offers a free and impartial service to help resolve complaints where **We** have not been able to resolve matters to **Your** satisfaction.

Their contact details are:
Financial Ombudsman Service, Exchange Tower,
Harbour Exchange Square, London, E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landlines)
0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers)
Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect **Your** legal rights.

25. FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations to **You** under this insurance. Further information can be obtained from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY.
Tel: 0800 678 1100 (Freephone) or 020 7741 4100.
Website: www.fscs.org.uk

26. LEGAL AND REGULATORY

This policy is underwritten by Helvetia Global Solutions Ltd, UK Branch. Helvetia Global Solutions Ltd is incorporated in Liechtenstein, registration number 0002191766. Helvetia Global Solutions Ltd's UK branch is registered in England & Wales under UK Establishment number BR024650. The UK Establishment address is 6 Bevis Marks, London, EC3A 7BA. Helvetia Global Solutions Ltd is authorised and regulated by the Liechtenstein Financial Market Authority and authorised by the Prudential Regulation Authority. **It** is subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential

Regulation Authority and is registered on the Financial Services Register under firm reference number 454140.

Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.