

## About this guarantee - Mi-Witness HD

**This guarantee is provided to you by TTW Group Ltd:**

Whose registered address is: Gothic House, Barker Gate, Nottingham, Nottinghamshire, NG1 1JU

This guarantee forms a legally binding contract between you and us. The contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission.

Under this guarantee we will provide reimbursement for certain costs as explained herein in the event that you suffer a loss that occurs during the period of guarantee. The guarantee is provided under the terms and conditions contained in this document.

### **Making a claim against this guarantee**

You must notify the appointed administrator immediately after you first become aware of any cause, event or circumstances, which could give, rise to a claim against this guarantee.

To notify a claim call the appointed administrator on 0115 9503852.

**The appointed administrator's address for correspondence is:**

### **Claims Department**

TTW Group  
Gothic House  
Barker Gate  
Nottingham  
Nottinghamshire  
NG1 1JU  
Email: [warranty@ttwgroup.co.uk](mailto:warranty@ttwgroup.co.uk)

### **Definitions**

The following words or phrases have the same meaning whenever they appear in italics in this document.

#### **Appointed administrator**

TTW Group, Gothic House, Barker Gate, Nottingham, Nottinghamshire, NG1 1JU

**Claim date**

The date upon which you notify us either verbally or in writing of an event occurring that affects the In Vehicle Camera and is covered by this guarantee.

**Commencement date**

1 calendar year from the purchase date of your In Vehicle Camera or the day following the end of your manufacturer's warranty

**End date**

The date your guarantee ends being the date of the first of the following:

1. you make a claim on this guarantee; or
2. you or we cancel this guarantee; or
3. the guarantee expiry date has been reached (the guarantee expiry date is 2 calendar years from the expiry date of your manufacturer's warranty.)

**Event**

A Breakdown of the In Vehicle Camera that occurs outside the manufacturer's period of guarantee or warranty period, and within the Territorial limits.

**Guarantee limit**

- 1) The maximum that we will pay, the replacement value of your In Vehicle Camera.
- 2) This cover is limited to one replacement per insured item per Period of Insurance (2 year Guarantee).

**Period of guarantee**

The period which must commence within seven days of the commencement date and finishes on the end date.

**Territorial limits**

The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

**We, us or our**

TTW Group, Gothic House, Barker Gate, Nottingham, Nottinghamshire, NG1 1JU

**You/Your**

The person, who is over 18 years of age at the inception date of this Policy, is a resident of the United Kingdom, and who owns the specified In Vehicle Camera as stated on Your policy schedule

**This guarantee will cover**

Following an event we will pay your costs up to the guarantee limit to replace your In Vehicle Camera provided that, at the start date You:

1. are over 18 years of age; and
2. are a resident of the United Kingdom

**This guarantee will not cover**

**We will not pay for:**

1. cleaning, inspection, routine servicing or maintenance;
2. loss or damage arising from a manufacturer's defect or recall of the In Vehicle Camera;
3. replacement of or adjustment to fittings, control knobs or buttons, batteries or aerials;
4. any repairs carried out without prior authorisation from Us;
5. wear and tear to the In Vehicle Camera and/or gradual deterioration of performance;
6. cosmetic damage;
7. Accidental damage or liquid damage;
8. damage caused by fire or theft
9. Any claim that occurs within the first 12 months of purchase and which is covered by the manufacturers guarantee or warranty.
10. Any claim if the serial number has been tampered with in any way.
11. Any claim made, or any event causing the need for a claim to be made, that occurs within the first 14 days of the Commencement Date of the policy, or within 14 days of the change or addition of In Vehicle Camera to Your policy for any In Vehicle Camera added or amended during the Period of Guarantee.
12. Any claim where the In Vehicle Camera is not securely fixed within your vehicle and protected.
13. Any claim for an In Vehicle Camera which has not been used for its core purpose since the inception of Your guarantee.
14. Any claim where the In Vehicle Camera has not been used in the first 14 days after the Commencement Date or within 14 days of the change or addition of In Vehicle Camera to Your guarantee for any In Vehicle Camera added or amended during the Period of Guarantee.
15. Any loss, damage or destruction of a SIM (subscriber identity module) card or SD (secure digital) card of any kind.
16. Any expense incurred arising from not being able to use the In Vehicle Camera, or any costs other than the replacement costs of the In Vehicle Camera.
17. Any Breakdown arising from the failure of any electrical or computer equipment,

software, micro-controller, microchip, Accessories or associated equipment to correctly recognise and process any calendar date or time. For the avoidance of doubt it should be noted that this exclusion is not intended to exclude claims for Breakdown arising from the general failure of the aforementioned components, but is intended solely to exclude claims arising from the failure of those components to correctly recognise and interpret the calendar date or time.

18. Any breakdown arising from the failure of batteries.

19. Any costs for loss or damage to information or data or software contained in or stored on the In Vehicle Camera whether arising as a result of a claim paid by this guarantee or otherwise.

20. Any other costs that arise directly or indirectly from the event which led to Your claim unless specifically stated in this guarantee.

21. Liability of whatsoever nature arising from ownership or use of the In Vehicle Camera, including any illness or injury resulting from it.

22. Value Added Tax (VAT) where You are registered with HM Revenue & Customs for VAT.

23. Claims arising from Terrorism, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalisation or requisition or destruction or damage to property by or under the order of any government or public or legal authority.

24. Claims arising from damage or destruction caused by, contributed to or arising from (i) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

25. Claims arising from damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### **General conditions**

Failure to keep to any of these conditions may lead us to cancel your guarantee, refuse a claim or withdraw from an ongoing claim. We also reserve the right to recover costs and expenses from you should this occur.

#### **1. Our consent**

We must give our written consent to pay any claim under the guarantee.

#### **2. Insurance**

We will not pay for any claim covered by a policy of insurance or guarantee held by you, or any claim that would have been covered by any other policy or guarantee if this guarantee did not exist.

#### **3. Fraudulent claims**

If you make any request for payment under this guarantee knowing it to be fraudulent or false in any respect or ought in the circumstances to know it to be fraudulent or false, or where there is collusion between any parties to the dispute,

this guarantee shall become void and We shall be entitled to recover any monies previously paid. We may also share this information with the appropriate law enforcement authorities.

#### **4. Subrogation**

If you claim under this guarantee we may take over your rights of action against any third party for our own benefit, before or after we have paid your claim, to recover any costs or payments we may make.

#### **6. Governing law**

Unless some other law is agreed in writing, this guarantee is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

#### **7. Contracts (Rights of Third Parties) Act 1999**

A person who is not party to this contract has no right to enforce the terms and conditions of this guarantee under the Contracts (Rights of Third Parties) Act 1999.

### **Complaints**

It is the intention to give you the best possible service but if you do have any questions or concerns about this guarantee or the handling of a claim you should contact:

TTW Group, Gothic House, Barker Gate, Nottingham, Nottinghamshire, NG1 1JU

Telephone: 0115 950 3852

Email: [warranty@ttwgroup.co.uk](mailto:warranty@ttwgroup.co.uk)

### **Data Protection Act 1998**

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing this guarantee and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.