

Cashback T&Cs - TOM

Parties

Promoter/We/Us/Our: This Offer is operated by Clark Insurance UK Ltd with its registered office at The Hub Aztec West, Almondsbury, Bristol, South Gloucestershire, BS32 4RZ, and company registration number 07279489. We are authorised and regulated by the Financial Conduct Authority with Firm Reference Number 603273

Participant/You/Your: The individual entering this Offer

Acceptance of Terms

Entry to this Offer shall constitute Your acceptance of these terms and conditions and Your agreement to be bound by them.

These terms and conditions take effect immediately.

These terms and conditions prevail in the event of a conflict or inconsistency with any other communication, including advertising or other promotional materials.

1. About this Offer

We are offering cashback to eligible customers who take out a new policy with us through this promotion ("the Offer").

These terms explain how the Offer works, who can qualify, and when cashback will be paid. Please read them carefully so you can make an informed decision.

2. Who can take part

2.1 This Offer is available to new customers only.

2.2 A new customer is someone who:

- has not previously held a policy with us; and
- does not currently have an active policy with us.

2.3 You must also:

- be a UK resident; and
- be aged 18 or over.

3. How to qualify for cashback

3.1 To qualify, you must:

- take out a new policy through this Offer; and
- complete your application in one journey (not return later to complete it).

3.2 Your application must be:

- accepted by us; and
- fully completed with accurate information.

3.3 This Offer only applies to new policies. It does not apply to:

- renewals
- upgrades or amendments to existing policies

4. Keeping your policy active

4.1 To receive cashback, your policy must:

- remain active for at least 90 consecutive days from the start date; and
- have all payments made on time during this period.

4.2 You will not receive cashback if:

- you cancel your policy within the first 90 days;
- your policy lapses due to missed payments; or
- your policy is voided or declined.

5. When and how cashback is paid

5.1 Cashback will only be paid once:

- all eligibility criteria in these terms have been met; and
- your policy has been active for at least 90 days.

5.2 Cashback:

- has no cash alternative;
- is non-transferable; and
- Use of cashback may be subject to additional terms and conditions of the cashback provider

6. Important things to know

6.1 Cashback is not guaranteed until all conditions in these terms have been met.

6.2 Taking out a policy should be based on whether it meets your needs, not just the availability of cashback.

6.3 If you are unsure whether this policy is right for you, you should seek appropriate advice before applying.

7. When cashback will not be paid

You will not be eligible for cashback if:

- you do not meet the eligibility criteria;
- your policy does not remain active for 90 days;
- any required payments are missed;
- your application is declined or cancelled;
- you apply through a route that is not part of this Offer.

8. Changes to the offer

8.1 We may withdraw or change this Offer at any time.

8.2 Any changes will not affect customers who have already met all the conditions for cashback.

9. Fair use

9.1 This Offer is intended for genuine customers only.

9.2 We may withhold cashback if we reasonably believe:

- The Offer is being misused; or
- There has been fraud or deliberate misuse.

10. Privacy and Data Protection

By entering this Offer, you agree to us collecting and using your personal data.

We, and any third-party agencies acting on our behalf, may collect personal information from you in accordance with the Data Protection Act 2018, UK GDPR and/or other applicable data privacy laws.

Your information will only be used for the purposes of administering this Offer

Any personal data collected during the Offer will be processed in accordance with Our privacy notice, a copy of which can be accessed here : <https://www.tom.co.uk/privacy/>

Contact details will only be used for the purposes of administering this Offer unless otherwise agreed with You.

Decision of the Promoter

If there is any dispute about the receipt or validity of any cashback or any other aspect of this Offer, this will be decided solely by Us.

Our decision regarding any aspect of this Offer is final and binding.

We are not responsible for any third-party acts or omissions.

We reserve the right to cancel or amend this Offer due to events or circumstances arising beyond our control.

11. Limitation of Liability

To the fullest extent permitted by law (i) We exclude all conditions, warranties and representations express or implied by law or otherwise in connection with the Offer promotion (ii) We shall be under no liability whatsoever or howsoever arising in connection with any loss, damage or injury, directly or indirectly occurring as a result of this Offer.

12. Validity

If any section in these Terms and Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other sections of these Terms and Conditions, which shall remain in full force and effect.

13. Complaints

If you have a complaint about this Offer, please contact us using the details on our website. We will handle complaints in line with our complaints process.

<https://www.tom.co.uk/complaints/>

14. Governing Law

These terms and conditions shall be governed by and construed in accordance with the law of England and Wales.

You agree to submit to the exclusive jurisdiction of the courts of England and Wales if any dispute arises.

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