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Alloy Wheel Insurance

Terms and Conditions

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Underwritten by

FORTEGRA

Experience More

Alloy Wheel Damage Cover
Policy Terms and Conditions

1. POLICY DETAILS

These terms and conditions together with the **Policy Schedule** sets out **Your** insurance cover. Please note the following:

- This is a contract of insurance ("**Policy**") between **You**, the purchaser named on the **Policy Schedule**, and Fortegra Europe Insurance Company Limited. **Your Statement of Demands and Needs** and the undertaking to pay the premium, forms the basis of the **Policy**.
- Please check that the information contained in the **Policy Schedule** is correct and that it meets **Your** requirements. If it doesn't, please contact the **Policy Retailer**.
- Please read these terms and conditions carefully, in conjunction with the **Policy Schedule** and **Statement of Demands and Needs**, and make sure **You** understand and fully comply with them, as failure to do so may jeopardise the payment of any claim which might arise and could lead to the **Policy** becoming void.
- Please note that as in Section 12 - **MISINFORMATION**, **You** have an obligation to provide **Us** with any facts which may be relevant to this insurance.
- Words that have special meanings are in bold and the definitions can be found in **Section 2** - **DEFINITIONS**.

2. DEFINITIONS

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Administrator: DEFEND INSURANCE s.r.o. Email; customerservice@defendinsurance.co.uk, Telephone No: 0161 451 4804; Address; Roztylska 1860/1 148 00 Prague, Czech Republic

Alloy Wheel(s): The alloy wheels fitted to the **Vehicle** when **You** purchased it, which must not be of chrome finish or split rim construction.

Approved Repairer: A repairer appointed by the **Administrator** or **Us** to undertake repairs or replacements.

Date of Loss: The date of the incident where damage has occurred to the **Alloy Wheel**.

Family Member: Your spouse or civil partner, or a parent, grandparent, child, grandchild, brother, or sister.

Vehicle: The vehicle purchased, financed or leased by **You** which meets the eligibility criteria set out in this **Policy**.

Policy Retailer: The company that arranged this insurance for **You**

Policy Schedule: The schedule provided to **You** when **You** purchased this **Policy**, which contains **Your** details, details of the **Vehicle** and the **Policy** term.

Statement of Demands and Needs: Any Statement of Demands and Needs and declaration accepted by **You** together with any additional information **You** may have supplied to **Us** in support of **Your** application for this **Policy**.

Supplying Dealer: The franchised dealership, broker or leasing company that the **Vehicle** was purchased or leased from.

Territorial Limits: The United Kingdom, Isle of Man and the Channel Islands. Territorial limits will include the countries of the European Economic Area for a period of up to sixty (60) days for any one single trip.

We/Us/Our: Fortegra Europe Insurance Company Limited, The Reed Centre, Blue Harbour, Ta' Xbiex Seafront, Ta' Xbiex, XBX 1027, Malta. Fortegra Europe Insurance Company Limited is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business and is regulated by the Malta Financial Services Authority under company registration no. C 84703 and subject to limited regulation by the Financial Conduct Authority under reference number 805770. Details of the extent of our authorisation and regulation by the Malta Financial Services Authority are available from **Us** on request.

You/Your: Any individual or business who is detailed on the **Policy Schedule** and who has the necessary premium under this **Policy**.

3. ELIGIBILITY

You are eligible for cover from the start date of this Policy if:

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- **You** are applying as an individual; and
- **You** are eighteen (18) years of age or over; and
- **You** are resident in the United Kingdom, Channel Islands or the Isle of Man; and
- **You** have purchased and commenced this **Policy** from the **Policy Retailer** no later than ninety (90) days after purchasing the **Vehicle**.

The Vehicle is eligible for this cover if:

- It is a car registered in the United Kingdom, Channel Islands or the Isle of Man; and
- It has been purchased from the **Supplying Dealer**.
- The Insured Vehicle is not older than 7 years at the start of this policy

Please Note: The following vehicles and vehicle uses are NOT eligible for cover:

- Any vehicle that is not a right hand drive vehicle; and
- Emergency vehicles, commercial vehicles, taxis, courier vehicles, buses, minibuses, coaches, trucks, motor homes, trailers, heavy goods vehicles, licensed private hire vehicles, daily rental vehicles, breakdown and recovery vehicles; and
- Vehicles used for dispatch, hire and reward, driving school tuition, chauffeuring, road racing, track days (timed or untimed), rallying, pace-making, speed testing or any other competitive event.
- Any vehicle that has been modified after the purchase date.

4. POLICY TERM

This **Policy** is for the chosen term, up to thirty-six (36) months, as detailed on the **Policy Schedule**. **Your** cover will end at the earliest of any of the below:

- **You** failing to pay **Your** premium when due; or
- **You** or the **Vehicle** no longer meeting the eligibility criteria for **Your Policy**; or
- The **Vehicle** being sold or transferred to a new owner, other than under Section 9 - **TRANSFERRING YOUR POLICY**; or
- The number or value of claims settled by **Us** having reached the limits, as defined in Section 5 – **WHAT IS COVERED**; or
- The **Policy** being cancelled by either **You** or **Us;** or
- The expiry date of the **Policy** as detailed on the **Policy Schedule.**

5. WHAT IS COVERED

Cover	Benefit Limit
Alloy Wheel Cover In the event of Accidental or Malicious Damage within the **Territorial Limits**, **We** will repair the **Alloy Wheel** or contribute towards a replacement if it is beyond repair. **Accidental Damage** The sudden and unforeseen damage to the **Alloy Wheel**, caused accidentally. **Malicious Damage** The sudden and unforeseen damage to the **Alloy Wheel**, caused intentionally by a third party. **Note:** • **The repair or replacement includes, where necessary, the cost of wheel balancing.** • **In the event of Malicious Damage, You must notify the police and obtain a crime reference number.**	A maximum of four (4) Alloy Wheel claims per annum and ten (10) **Alloy Wheel** repairs in total. The maximum amount per claim being £150 including VAT and £1,500 including VAT in total, during the **Policy** term. In the event that an **Alloy Wheel** is damaged beyond repair, **We** will contribute a maximum of £150 including VAT towards the cost of a replacement.
Transferrable cover **You** may transfer **Your Policy** subject to the conditions in Section 9 - **TRANSFERRING YOUR POLICY** where a **Family Member** takes ownership of the **Vehicle.**	

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6. WHAT IS NOT COVERED:

What You are not covered for
i. Any claim where the **Date of Loss** is before the **Policy** start date. ii. Any **Alloy Wheel** damage which is not reported within thirty (30) days of the **Date of Loss**. iii. Any **Alloy Wheel** damage where the damage has been accumulated over an extended period, which **We** or the **Administrator** deem to be wear and tear. iv. Where no Accidental or Malicious damage has occurred. v. Any claim for Malicious Damage that is not accompanied by a crime reference number. vi. Any claim relating to a road traffic accident or as a result of fire, theft or flood. vii. Any claim arising from manufacturing defects, inherent design faults or where the **Alloy Wheel** is subject to recall or replacement by the manufacturer. viii. Any claim relating to damage caused by neglect or a deliberate, careless act or omission by **You**. ix. Any amount that exceeds the benefit level per claim or in total, as detailed in Section 5 – **WHAT IS COVERED**. x. Any amount which is payable by **You** directly to the **repairer**. xi. If during the **Policy term** the **Vehicle** is used for any of the excluded uses that appear in Section 3 - **ELIGIBILITY**. xii. Any claim relating to an **Alloy Wheel** that is not fitted to the **Vehicle**. xiii. Any damage to an **Alloy Wheel** showing evidence of rust or corrosion or any defect which is not deemed to be caused by Accidental or Malicious damage. xiv. The cost of any routine maintenance or adjustments. xv. Any VAT where **You** are VAT registered and able to reclaim the VAT element. xvi. For consequential damage of any kind or any consequential loss, injury or damage. xvii. Any damage that existed prior to the purchase of this insurance xviii. Any damage that occurs within 14 days of the **Policy** start date.

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7. HOW TO MAKE A CLAIM

Stage	Explanation
Step 1	Contact the **Administrator** as soon as **You** become aware of Accidental or Malicious Damage: - • by telephone on 0161 451 4803; or • by emailing claims@defendinsurance.co.uk
Step 2	The **Administrator** will provide **You** with instructions on how to submit your claim information. Please note: - • The **Administrator** will require photographs of the

	damage in order to assess **Your** claim. • Where **Your Alloy Wheel** has suffered Malicious Damage, **You** must obtain a crime reference number from the police and provide this to the **Administrator**. • The information the **Administrator** may reasonably require must be received within thirty (30) days of the **Date of Loss.**

Points to note about the claims process

- The **Administrator** will appoint an **Approved Repairer** who will be responsible for completing the necessary work in the event of a successful claim.
- **We** or the **Administrator** reserve the right to subject the **Vehicle** to an independent assessment.
- For certain **Alloy Wheel** repairs, it may be necessary to remove the wheel from the **Vehicle** to be sent to a specialist. Please note that this **Policy** does not provide for any other costs incurred in such or similar circumstances.
- **We** and the **Administrator** may obtain and share information concerning any claim **You** may make against this **Policy** with the **Policy Retailer** or any **Approved Repairer**, for the purposes of administering **Your Policy** and claim.

8. POLICY CONDITIONS

- The maximum benefit payable by **Us** is detailed in Section 5 – **WHAT IS COVERED** and on the **Policy Schedule**.
- If **You** are covered by any similar insurance or warranty for the same or similar benefit(s) provided under this **Policy**, then **We** will only be responsible for paying a fair proportion of any benefit which **We** would otherwise be due to pay.
- **You** will be responsible for payment of any repair work completed by the **Approved Repairer** that falls outside of the scope of this **Policy**.
- It shall not be possible for **You** to assign or change the benefits of the **Policy** in any way whatsoever, other than as specified in Section 9 - **TRANSFERRING YOUR POLICY**.
- **We** have the right to take proceedings against other parties in **Your** name, in order to recover for **Our** benefit, the amount of any payment made under this **Policy**.
- **You** must notify the **Policy Retailer** as soon as possible if any of **Your** details change during the **Policy** term.

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9. TRANSFERRING YOUR POLICY

This **Policy** cannot be transferred to another **Vehicle** or to any subsequent owner of the **Vehicle** except where ownership of the **Vehicle** is transferred to a **Family Member.**

Cover may be transferred to that **Family Member** by contacting the **Policy Retailer** within thirty (30) days of change of ownership, so long as that **Family Member** meets the eligibility criteria in Section 3 - **ELIGIBILITY**. In the event of bereavement, the remaining benefits of this insurance may be transferred to a Family Member.

10. CANCELLING YOUR POLICY

You have the right to cancel **Your Policy** at any time. Please see the below table for **Your** refund rights.

Where **You** wish to cancel **Your Policy** within the thirty (30) day period specified below, please notify the **Policy Retailer**.

If **You** wish to cancel after the thirty (30) day period, please contact the **Policy Retailer**.

Time period	Refund Rights
Cancellation before policy commencement date	If you cancel before the policy commencement date, you will be entitled to a full refund of premium paid and no administration fee will be charged
Cancellation within thirty (30) days of the start date on the **Policy Schedule** or receipt of the **Policy** terms (whichever is later)	If **You** cancel within thirty (30) days and have not made a successful claim on **Your Policy**, **You** will be entitled to a full refund of premium paid, less £15 to cover our costs incurred in relation to your cancelled policy.
Cancellation after thirty (30) days from the start date on the **Policy Schedule** or receipt of the **Policy** terms (whichever is later)	If **You** cancel after thirty (30) days and have not made a successful claim on **Your Policy**, **You** will be entitled to a pro rata refund, based on the number of fully unexpired calendar months remaining on **Your Policy** minus a fixed amount of £35 to cover **Our** costs incurred in relation to **Your** cancelled **Policy**. A pro rata refund example is as follows: - • 36-month **Policy** term. • £360 total premium paid for **Policy**. • Cancellation in month 12 leaves 24 full months remaining. • Pro rata refund of £240 less £35 administration fee. • Amount of refund due to **You** is £205

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11. COMPLAINTS PROCEDURE

If **You** wish to make a complaint about the conduct of the sale or cancellation of this **Policy**, including any information provided as part of the sale, please contact the **Policy Retailer**.

The **Administrator** handles all other complaints relating to this **Policy** on **Our** behalf. If **You** wish to make a complaint, please do so by:

- calling 0161 451 4804; or
- emailing customerservice@defendinsurance.co.uk

The **Administrator** will aim to resolve **Your** complaint within fifteen (15) working days from first notification of **Your** complaint.

If the **Administrator** cannot resolve **Your** complaint within this period, they will notify **You** in writing to confirm the reasons why and will aim to resolve **Your** complaint within a further fifteen (15) working days from this point.

If **You** are still dissatisfied with the resolution or **Your** complaint has not been resolved within the timescales detailed above, **You** have the right to refer **Your** complaint to either the Financial Services Arbiter in Malta or the Financial Ombudsman Service in the UK, depending on the nature of **Your** complaint and whether it should be directed to **Us** or the **Administrator**.
The **Administrator** will advise **You** accordingly.

For complaints directed to **Us**, please contact the Financial Services Arbiter in Malta (Office of the Arbiter for Financial Services, 1st Floor, St Calcedonius Square, Floriana FRN 1530, Malta, telephone +356 8007 2366 or +356 21 249 245 or via email at complaint.info@financialarbiter.org.mt.

The Office of the Arbiter will expect **You** to have followed the above procedure before they accept **Your** case.

For complaints directed to the **Administrator**, please contact The Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR, telephone 0207 964 1000 (switchboard) or via email at **complaint.info@financial-ombudsman.org.uk**.

For more information please see online at **financial-ombudsman.org.uk**.

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12. MISINFORMATION

When applying for insurance, varying **Your** cover, or submitting a claim, **You** or anyone acting on **Your** behalf must take reasonable care to answer all questions honestly and to the best of **Your** knowledge. Failure to do so may affect the validity of **Your Policy** or the payment of **Your** claim.

13. APPLICABLE LAW

This **Policy** shall be subject to the law of England and Wales, unless **We** and **You** agree otherwise.

14. COMPENSATION SCHEME

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if, in the unlikely event, Fortegra Europe Insurance Company Limited cannot meet its liabilities under this **Policy**. The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Financial Services Compensation Scheme is available from the FSCS website www.fscs.org.uk or write to:-
Financial Services Compensation Scheme,
10th Floor, Beaufort House,
15 St Botolph Street,

London, EC3A 7QU.
Telephone: +44 (0)207 892 7300.

15. PRIVACY AND DATA PROTECTION NOTICE

Data Protection

Fortegra Europe Insurance Company Limited (the Data Controller) is committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data.

How **We** Use **Your** Personal Data

We may use the personal data **We** hold about **You** for the purposes of performing **Your** contract of insurance, this includes providing insurance that **You** request of **Us** and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. **We** may also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal and regulatory obligations.

Disclosure of **Your** Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

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International Transfers of Data

We may transfer **Your** personal data to destinations outside the European Economic Area ("EEA"). Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of **Your** data, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiration of the policy, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** require more information or have any questions concerning **Our** use of **Your** personal data, **Our** full Privacy Policy can be found at https://www.fortegra.eu/privacy-policy. Alternatively, please contact The Data Protection Officer, Fortegra Europe Insurance Company Limited, The Reed Centre, Blue Harbour, Ta' Xbiex Seafront, Ta' Xbiex, XBX 1027, Malta or via email at dpofficer@fortegramalta.com.

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