

car2cover

insurance designed, refined & perfected

Alloy Wheel Damage Insurance

Terms and Conditions



Arranged by car2cover.co.uk
underwritten by Fortegra Europe Insurance Company Limited

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.
- Fortegra or the **Policy Retailer** do not provide advice or a personal recommendation about the suitability of this product. It is **Your** responsibility to ensure the product meets **Your** needs.
- 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**.

Your Duties

- **You** should read this **Policy** carefully to make sure it provides the cover **You** require.
- **You** are under a duty to make full disclosure of all material facts and fully respond to any requests for information made by **Us** and/or the **Administrator**. A factor or circumstance is material if it would influence the judgment of a prudent insurer in determining premium and whether or not they would underwrite the risk. **You** must, to the best of **Your** knowledge, give accurate answers to the questions **We** or the **Administrator** ask when **You** buy **Your** insurance policy. If **You** do not answer the questions truthfully or in full, this could result in **Your** Policy being invalid or cancelled and could mean that all or part of a claim may not be paid. This may also result in **You** encountering difficulties in trying to purchase insurance elsewhere. The answers or statements **You** make to **Us** or the **Administrator** are **Your** own responsibility.

2. DEFINITIONS

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. DEFEND INSURANCE s.r.o. is a licensed independent insurance intermediary regulated by the Czech National Bank and is registered by the Financial Conduct Authority for the conduct of general insurance business under Temporary Permissions Regime for inbound EEA Firms, under the Firm Reference Number 679738. These registration details can be checked on the Financial Conduct Authority's Financial Services Register. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the United Kingdom for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Additional details on the extent of DEFEND INSURANCE s.r.o.'s authorisation and regulation by the Financial Conduct Authority are available from the **Administrator** on request.

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 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 Ltd (Malta Company Registration Number C 84703), Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta. Fortegra Europe Insurance Company Ltd 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, Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority under reference number 805770, and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permission Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Annual reports on our solvency and financial position can be found at <https://www.fortegra.eu/solvency-and-financial-condition-report>.

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

3. ELIGIBILITY

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

- **You** are applying as an individual or business; 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 delivery or collection of 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, financed or leased 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**.
- This **Policy** is not renewable.

5. WHAT IS COVERED

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.
- Repair guarantees are subject to the Approved Repairers guarantee policy.

Benefit Limit

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**.

6. WHAT IS NOT COVERED

What you are not covered for

1. Any claim where the **Date of Loss** is before the **Policy** start date.
2. Any **Alloy Wheel** damage which is not reported within thirty (30) days of the **Date of Loss**.
3. 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.
4. Where no Accidental or Malicious damage has occurred.
5. Any claim for Malicious Damage that is not accompanied by a crime reference number.
6. Any claim relating to a road traffic accident or as a result of fire, theft or flood.
7. Any claim arising from manufacturing defects, inherent design faults or where the **Alloy Wheel** is subject to recall or replacement by the manufacturer.
8. Any claim relating to damage caused by neglect or a deliberate, careless act or omission by **You**.
9. Any amount that exceeds the benefit level per claim or in total, as detailed in Section **5 – WHAT IS COVERED**.
10. Any amount which is payable by **You** directly to the repairer.
11. If during the **Policy** term the **Vehicle** is used for any of the excluded uses that appear in Section **3 - ELIGIBILITY**.
12. Any claim relating to an **Alloy Wheel** that is not fitted to the **Vehicle**.
13. 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.
14. The cost of any routine maintenance or adjustments.
15. Any VAT where **You** are VAT registered and able to reclaim the VAT element.
16. For consequential damage of any kind or any consequential loss, injury or damage.
17. Any damage that existed prior to the purchase of this insurance
18. Any damage that occurs within 14 days of the **Policy** start date. If this insurance is purchased before delivery, no claim wait period will apply. For policies purchased after delivery, **You** may not make a claim on this **Policy** in the first 14 days from its start date.

7. HOW TO MAKE A CLAIM

Step 1 If **You** have reason to claim please report **Your** claim according to the following procedure. Contact the **Administrator**, the claim notification telephone number is 0161 451 4803 or write to them at 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.

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.

If **You** wish to cancel **Your Policy** at any time, 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)	<p>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.</p> <p>If the unexpired pro rata value of Your Policy is less than the £35 administration fee, We will not charge the balance.</p> <p>A pro rata refund example is as follows: -</p> <ul style="list-style-type: none"> • 36-month Policy term. • £199 total premium paid for Policy. • Cancellation in month 12 leaves 24 full months remaining. • Pro rata refund of £132.67 less £35 administration fee. • Amount of refund due to You is £97.67

11. COMPLAINTS PROCEDURE

If **You** wish to make a complaint about the conduct of the sale 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 telephone 0161 451 4804 or
- emailing customerservice@defendinsurance.co.uk

The **Administrator** will acknowledge **Your** complaint promptly and will aim to resolve it within eight (8) weeks from first notification.

If the **Administrator** cannot resolve **Your** complaint within this period, they will notify **You** in writing to confirm the reasons why. In this case, or if **Your** complaint is not resolved to **Your** satisfaction, the **Administrator** will advise **You** of **Your** rights to refer **Your** complaint to The Financial Ombudsman Service, free of charge:

- by submitting **Your** complaint online – please see financial-ombudsman.org.uk; or
- by email at complaint.info@financial-ombudsman.org.uk; or
- by telephone on 0207 964 1000; or
- by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR UK.

IMPORTANT: The Financial Ombudsman Service will expect **You** to have followed the above procedure before they accept **Your** case. Following this complaints procedure does not affect **Your** legal rights.

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. SANCTIONS

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

14. THIRD PARTY RIGHTS

Except where otherwise required by law, **You** and **We** have agreed that:

- it is not intended for any third party to this contract to have the right to enforce the terms of this **Policy**;
- **You** and **We** can rescind or vary the terms of this contract without the consent of any third party to this **Policy**, who might seek to assert that they have rights under this **Policy**.

15. APPLICABLE LAW

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

16. 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 Ltd 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. The FSCS can be contacted:

- online by completing the form on the FSCS website www.fscs.org.uk/contact-us/; or
- by calling 0800 678 1100; or
- by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY; or
- by live chat via the FSCS website www.fscs.org.uk/contact-us/.

17. PRIVACY AND DATA PROTECTION

Data Protection

Fortegra Europe Insurance Company Ltd (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.

International Transfers of Data

We may transfer **Your** personal data to destinations outside of the UK or the European Economic Area (“EEA”). Where **We** transfer **Your** personal data outside of the UK or 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 Ltd, Office 13, SOHO Office The Strand, Fawwara Building, Triq l-Imtida, Gzira, GZR 1401, Malta or via email at dpofficer@fortegramalta.com

Notes

Thank you for choosing car2cover.co.uk to arrange your insurance.

For policy purchase or policy amendment questions please call
01438 870615



car2cover.co.uk is a website owned by Click2protect UK Limited.
Click2protect UK Limited is Authorised and Regulated by the Financial Conduct
Authority. Our FCA number is 670499.

Contact us at;

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The Officers Mess
Royston Road
Duxford, CB22 4QH

tel : 01438 870615

email : mail@car2cover.co.uk