

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**.
- The **Administrator** and **Us** do not provide advice or a personal recommendation about the suitability of this **Policy**. It is **Your** responsibility to ensure the **Policy** meets **Your** needs.
- 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.
- **We** do not have a direct or indirect holding in the **Administrator** and neither does the **Administrator** have a direct or indirect holding in **Us**.
- 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.

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Need to make a claim?

Claims by Email

Please email: claims@defendinsurance.co.uk

Claims by Telephone

Please call: 0161 451 4803

Please refer to our “**How to Make a Claim**” section on **Page 4** for more details.

2. Definitions

- Administrator:** Strategic Insurance Services Limited, Delmon House, 36-38 Church Road, Burgess Hill, West Sussex, RH15 9AE, United Kingdom
Strategic Insurance Services Limited are an insurance intermediary who are authorised and regulated by the Financial Conduct Authority under registration number 307133.
Details of the extent of Strategic Insurance Services Limited's regulation by the Financial Conduct Authority are available from Strategic Insurance Services Limited on request. Registration details can be checked on the United Kingdom's Financial Conduct Authority's Financial Services Register.
- 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 **Claims Handler** or **Us** to undertake repairs or replacements.
- Claims Handler:** DEFEND INSURANCE s.r.o. Email; customerservice@defendinsurance.co.uk, Telephone No: 0161 451 4804;
- 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.
- Tyre/Tyres:** The tyres fitted to the **Vehicle**, including the spare tyre (if any), which at the start date must:
 - be DOT ** marked; and
 - be E marked ***; and
 - contain a serial number; and
 - be in a legal, roadworth condition

** A series of letters and numbers which starts with the letters "DOT", meaning the Tyre exceeds Department of Transport safety standards.

*** A combination of the letter "e" and a numeric code, meaning the Tyre meets all ECE (Economic Commission for Europe) regulations that appear in its description.

I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta. Together with its UK Branch, Fortegra Europe Insurance Company Ltd is authorised by the Prudential Regulation Authority, is subject to regulation by the Financial Conduct Authority, and limited regulation by the Prudential Regulation Authority. Fortegra Europe Insurance Company Ltd has a registered branch in the UK with its registered address at Fifth Floor, 20 Fenchurch Street, London, United Kingdom, EC3M 3BY (UK Branch registration number BR021916). Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. 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; 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 seven (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; and
- 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**; or
- This policy is not renewable.

5. What Is Covered

Cover	Benefit Limit
<p>Tyre Cover</p> <p>In the event of Accidental or Malicious Damage within the Territorial Limits, We will repair (where possible) or replace the Tyre with one of the same or similar specification.</p> <p>Accidental Damage</p> <p>The sudden and unforeseen damage to the Tyre or valve, caused accidentally, which would result in a MOT failure and which requires repair or replacement before normal use can be resumed.</p> <p>Malicious Damage</p> <p>The sudden and unforeseen damage to the Tyre or valve, caused intentionally by a third party, which would result in a MOT failure and which requires repair or replacement before normal use can be resumed.</p> <p>Note:</p> <ul style="list-style-type: none"> The repair or replacement includes, where necessary, the cost of a replacement valve, wheel balancing and environmental disposal. In the event of Malicious Damage, You must notify the police and obtain a crime reference number. 	<p>A maximum of five (5) replacement Tyres, being the amounts detailed on the Policy Schedule, during the Policy term.</p> <p>Unlimited puncture repairs up to a maximum of £50 per repair including VAT, during the Policy term, but limited to the maximum amount detailed on the Policy Schedule.</p>
<p>Alloy Wheel Cover</p> <p>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.</p> <p>Accidental Damage</p> <p>The sudden and unforeseen damage to the Alloy Wheel, caused accidentally.</p> <p>Malicious Damage</p> <p>The sudden and unforeseen damage to the Alloy Wheel, caused intentionally by a third party.</p> <p>Note:</p> <ul style="list-style-type: none"> 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. 	<p>A maximum of five (5) Alloy Wheel claims in total. The maximum amount per claim being £150 including VAT and £750 including VAT in total, during the Policy term.</p> <p>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.</p>
<p>Transferrable cover</p> <p>You may transfer Your Policy subject to the conditions in Section 9 - TRANSFERRING YOUR POLICY where a Family Member takes ownership of the Vehicle.</p>	

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** or Tyre damage which is not reported within thirty (30) days of the **Date of Loss**.
- iii. Any **Alloy Wheel** or **Tyre** damage where the damage has been accumulated over an extended period, which **We** or the **Administrator** deem to be wear and tear.
- iv. Any claim where the **Tyre** tread depth does not comply with UK road traffic regulations at the **Date of Loss**.
- v. Any claim where it is evident that damage is as a result of uneven wear and tear to the **Tyre** caused by, but not limited to, the **Tyre** not being maintained at the correct air pressure, incorrect wheel balancing, defective steering geometry/tracking or defective suspension.
- vi. Any claim for **Malicious Damage** that is not accompanied by a crime reference number.
- vii. Any claim relating to a road traffic accident or as a result of fire, theft or flood.
- viii. Where no **Accidental** or **Malicious** damage has occurred, but due to general wear and tear and deterioration under normal use, the **Tyre** has reached the end of its normal effective working life.
- ix. Any claim arising from manufacturing defects, inherent design faults or where the **Tyre** or **Alloy Wheel** are subject to recall or replacement by the manufacturer.
- x. Any claim relating to damage caused by neglect or a deliberate, careless act or omission by You.
- xi. Any amount that exceeds the benefit level per claim or in total, as detailed in **Section 5 - WHAT IS COVERED**.
- xii. Any amount which is payable by You directly to the repairer.
- xiii. If during the Policy term the Vehicle is used for any of the excluded uses that appear in **Section 3 - ELIGIBILITY**.
- xiv. Any claim relating to a **Tyre** or **Alloy Wheel** that is not fitted to the **Vehicle**.
- xv. 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.
- xvi. The cost of any routine maintenance or adjustments.
- xvii. Any VAT where **You** are VAT registered and able to reclaim the VAT element.
- xviii. For consequential damage of any kind or any consequential loss, injury or damage.

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

Stage	Explanation
Step 1	If You have reason to claim please report Your claim according to the following procedure. Contact the Claims Handler , the claim notification telephone number is 0161 451 4803 or write to them at claims@defendinsurance.co.uk
Step 2	<p>The Claims Handler will provide You with instructions on how to submit your claim information.</p> <p>Please note: -</p> <ul style="list-style-type: none"> The Claims Handler 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 Claims Handler. The information the Claims Handler may reasonably require must be received within thirty (30) days of the Date of Loss.

Points to note about the claims process

- The **Claims Handler** will appoint an **Approved Repairer** who will be responsible for completing the necessary work in the event of a successful claim.
- We or the **Claims Handler** 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 **Claims Handler** 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 term (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 remain-in. 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 strategic@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 Notice

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 I-Imsida, Gzira, GZR 1401, Malta or via email at dpofficer@fortegramalta.com