

# Combined Tyre & Alloy Damage

Insurance

Terms and Conditions



Arranged by car2cover.co.uk

#### **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 **Us**, Fortegra Europe Insurance Company SE. **Your Statement of Demands and Needs** and the undertaking to pay the premium, forms the basis of the **Policy**.
- The Administrator (Alternative Propositions Limited) 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 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.
- Fortegra Financial Corporation ("Fortegra US"), a company organised under the laws of the State of Delaware, registration number 4885848 with its main principal office located at 10751 Deerwood Park Blvd, Suite 200, Jacksonville, FL 32256, do not have direct or indirect holding in Alternative Propositions Limited.
- 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.

#### 2. DEFINITIONS

**Administrator**: Alternative Propositions Limited, St. Christopher House, 217 Wellington Road, Stockport, SK2 6NG. Customer Services telephone 0161 388 2520. Customer services email info@alternativepropositions.co.uk. Alternative Propositions Limited is Authorised and Regulated by the Financial Conduct Authority No. 602443. This information can be checked on the Financial Services Register by visiting the FCA's website https://register.fca.org.uk/s or by contacting the FCA on 0800 111 6768. Additional details on the extent of Alternative Propositions Limited 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 or chrome effect 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 Tyre or Alloy Wheel.

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

**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 motor dealer, 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 must:

- be DOT \*\* marked; and
- be E marked \*\*\*; and
- contain a serial number; and
- be in a legal, roadworthy 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.

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

**We/Us/Our**: Fortegra Europe Insurance Company SE UK Branch, a branch of Fortegra Europe Insurance Company SE (Financial Conduct Authority registration number 805770). Fortegra Europe Insurance Company SE has its registered office and principal place of business at Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta (Malta Company registration number SE 17), is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business of insurance, and is regulated by the Malta Financial Services Authority of Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta.

Together with its UK Branch, Fortegra Europe Insurance Company SE 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 SE 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**. Additional drivers named on **Your** motor insurance will be covered, providing they are eighteen (18) years of age or over and hold a full valid driving licence.

#### 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 thirty (30) days after delivery or collection of the **Vehicle**.

#### The vehicle is eligible for this cover if:

- It is a vehicle registered in the United Kingdom, Channel Islands or the Isle of Man; and
- It has been purchased, financed or leased from the **Supplying Dealer**.
- Your Vehicle is under seven (7) years old at the start of this policy.
- Your Vehicle is one (1) year old or over and You have submitted a video of your wheels to the Policy
   Retailer within seven (7) days of purchasing this Policy.

**Please note**. For vehicles under one (1) year old, we do not require a video.

#### 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

The **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 end date of the **Policy** as detailed on the **Policy Schedule**

**Please note.** This **Policy** is not renewable.

#### 5. WHAT IS COVERED

#### **Tyre Damage Cover**

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.

#### **Accidental Damage**

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.

#### **Malicious Damage**

The sudden and unforeseen damage of 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.

#### Note:

- 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.

#### **Tyre Insurance Benefit Limit**

A maximum of five (5) replacement **Tyres**, the maximum amount per **Tyre** and in total, being the amounts detailed on the **Policy Schedule**, including VAT, during the **Policy** term.

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**.

#### **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.

#### **Alloy Wheel Insurance Benefit Limit**

A maximum of five (5) **Alloy Wheel** repairs, the maximum amount per repair being £150 including VAT and £750 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

- Any claim where the **Date of Loss** is before the **Policy** start date.
- Any **Alloy Wheel** or **Tyre** damage which is not reported within thirty (30) days of the **Date of Loss**.
- 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.
- Any claim where the Tyre tread depth does not comply with UK road traffic regulations at the Date of Loss
- 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.
- Any claim for Malicious Damage that is not accompanied by a crime reference number.
- Any claim relating to a road traffic accident or is as a result of fire, theft or flood.
- 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.
- Any claim arising from manufacturing defects, inherent design faults or where the **Tyre** or **Alloy Wheel** is subject to recall or replacement by the manufacturer.
- Any claim relating to damage caused by neglect or a deliberate, careless act or omission by **You**.
- Any amount that exceeds the benefit level per claim or in total, as detailed in **Section 5 WHAT IS COVERED**.
- Any amount which is payable by **You** directly to the **Repairer**.
- If during the **Policy Term** the **Vehicle** is used for any of the excluded uses that appear in **Section 3 ELIGIBILITY**.
- Any claim relating to a **Tyre** or **Alloy Wheel** that is not fitted to the **Vehicle**.
- Any claim 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.
- The cost of any routine maintenance or adjustments.
- Any VAT where **You** are VAT registered and able to reclaim the VAT element.
- For consequential damage of any kind or any consequential loss, injury or damage.
- Any damage that existed prior to the purchase of this insurance.
- Any damage that occurs before the Policy Retailer receives a satisfactory video of Your Alloy
  Wheels (applicable only to vehicles aged one (1) year old and under seven (7) years old)
- If this insurance is purchased before the day of delivery, no claim wait period will apply. For policies purchased on the day of, or after delivery, **You** may not make a claim on this policy in the first 14 days from its start date unless a satisfactory video of your **Alloy Wheels** has been provided to the **Policy Retailer**.

#### 7. HOW TO MAKE A CLAIM

#### Step 1

Contact the **Administrator** as soon as **You** become aware of Accidental or Malicious Damage: -

- by telephone on 0114 551 2910
- by emailing AIBclaims@spectrumcover.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 Tyre** or **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**.

#### Malicious Damage, Unauthorised or Out of Hours Repairs (Tyre Damage Only)

Occasionally **You** may require emergency assistance out of hours and will be unable to contact the **Administrator** to provide a Claim Authority Number. Under these circumstances or where the **Repairer** refuses to wait for payment from **Us**, **You** will need to settle their invoice and claim reimbursement from **Us**. **You** must retain the Damaged **Tyre** (s) for one calendar month to allow inspection by an Independent Engineer. It is **Your** responsibility to ensure that the Damaged **Tyre** (s) are available for inspection and failure to do so may invalidate **Your** claim. Subject to the above, if **You** have paid the **Repairer We** will reimburse **You** up to a reasonable repair or replacement cost in line with **Your** claim limit of **Your Policy**, if **You** send the **Administrator** the following information;

- Your Policy number & Vehicle details
- Confirmation of tread depth of the Damaged **Tyre**(s)
- Itemised repair /replacement invoice
- Valid crime reference number in the case of malicious damage
- Location of the retained **Tyre**(s) for inspection.
- Your contact and payment details for reimbursement.

#### 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 **Tyre** claims **You** must pay for the repair or replacement in the first instance and send the **Administrator** a copy of the relevant invoice along with any required claim information.
- We, the Administrator, the Supplying Dealer and the Policy Retailer may obtain and share information concerning any claim You may make against this Policy with the Supplying Dealer of the Vehicle or any Approved Repairer, for the purposes of administering Your Policy and claim.

For some approved Alloy Wheel claims, it may be necessary for You to arrange a repair at Your local Alloy
Wheel workshop. Please note that this Policy does not provide for any other costs incurred in such or similar
circumstances.

#### 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 other 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 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 table below 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 <b>Policy</b> commencement date	If <b>You</b> cancel before the <b>Policy</b> commencement date, <b>You</b> 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 <b>Policy Schedule</b> or receipt of the <b>Policy</b> terms (whichever is later)	If <b>You</b> cancel within thirty (30) days and have not made a successful claim on <b>Your Policy</b> , <b>You</b> will be entitled to a full refund of premium paid. <b>We</b> will not charge an administration fee, but do refer to your <b>Policy Retailers</b> fees for more information.			
Cancellation after thirty (30) days from the start date on the <b>Policy Schedule</b> or receipt of the <b>Policy</b> terms (whichever is later)	If <b>You</b> cancel after thirty (30) days and have not made a successful claim on <b>Your Policy</b> , <b>You</b> will be entitled to a pro rata refund, based on the number of fully unexpired calendar months remaining on <b>Your Policy</b> , minus a fixed amount of £35 to cover <b>Our</b> administration costs incurred in relation to <b>Your</b> cancelled <b>Policy</b> .			
	If the unexpired pro rata value of <b>Your Policy</b> is less than the £35 administration fee, <b>We</b> will not charge the balance.			
	A pro rata refund example is as follows: -			
	<ul> <li>36-month <b>Policy</b> term</li> <li>£263 total premium paid for <b>Policy</b></li> <li>Cancellation in month 12 leaves 24 full months remaining.</li> <li>Pro rata refund of £175.33 less £35 administration fee.</li> <li>Amount of refund due to <b>You</b> is £140.33</li> </ul>			

#### 11. COMPLAINTS PROCEDURE

If **You** wish to make a complaint about the conduct 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 388 2520 or
- by email to the Customer Outcome Manager at info@alternativepropositions.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 complaint procedure does not affect **Your** legal rights.

Following this complaints procedure does not affect **Your** statutory 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 **Policy** 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 **Policy** to have the right to enforce the terms of this **Policy**;
- You and We can rescind or vary the terms of this **Policy** 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 SE 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 SE (the Data Controllers) 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 collect and use special categories of data from You for the purpose of identifying vulnerable customers based on substantial public interest under Schedule 1 (20) of the Data Protection Act 2018. 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 SE, Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, 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



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