

INSURANCE POLICY

Total loss gap Alloy Wheel Protection insurance is designed to keep the **Alloy Wheel(s)** fitted to **Your Vehicle** in good condition throughout the **Period of Cover**.

Alloy Wheel insurance provides repairs or replacement **Alloy Wheel(s)** for unavoidable **Accidental** or **Malicious Damage** without affecting **Your** motor insurance or your no claims bonus.

The **Schedule** is subject to the terms of this document and it shows the **Vehicle** that is covered by this Alloy Wheel insurance.

You should read **Your Schedule** and this document together.

Your insurance cover

This policy is a contract between **you** and the Insurer, Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA (registered no. 96218), which is authorised and regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company Limited on request.

In return for the payment of the appropriate **premium**, **we** will provide cover against the cost of performing a **Alloy Wheel** repair for minor damage to **your** vehicle, subject to the terms of this insurance up to the claims limit.

Basis for this insurance cover

All information supplied by **you** in connection with your application for insurance cover including any proposal form, application form or otherwise and supplied by or on behalf of **you** will be incorporated into and form the basis of this insurance cover. It shall be a condition of this insurance cover that all such information is true so far as it is within your knowledge.

In the event of a breach of any provision of this section, and without reducing any of our rights we may:

- a) in a case of a breach of condition, cancel **your** insurance cover with effect from the date of the breach or inception of **your** insurance cover, whichever is the later;
- b) reject or reduce claims connected with the breach and continue your insurance cover on such terms as **we** may determine.

Privacy

We collect non-public personal information about you from the following sources:

- a) **your** application or other forms;
- b) **your** transactions with us, our associates, or others; and
- c) consumer reporting agencies.

We do not disclose any non-public personal information relating to **you** to anyone except as is necessary in order to provide our products or services to **you** or otherwise as it is required or permitted by law (eg., a subpoena, fraud investigation, regulatory reporting etc.).

We restrict access to non-public personal information relating to **you** to our employees, our associates, our associates' employees or others who need to know that information to service **your** account. We maintain physical, electronic, and procedural safeguards to protect

your non-public personal information.

Consumer Insurance (Disclosure and Representations) Act 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to:

I. Supply accurate and complete answers to all the questions we or the administrator may ask as part of **your** application for cover under the policy;

II. To make sure that all information supplied as part of **your** application for cover is true and correct

III. Tell us of any changes to the answers **you** have given as soon as possible

Failure to provide answers in-line with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

Administrator

This insurance is administered by Aequitas Automotive Limited acting on behalf of the **Insurer**. Aequitas Automotive Limited is authorised and regulated by the Financial Conduct Authority with FCA Number 821163. Aequitas Automotive Limited is registered in England and Wales with company number 7347606 and its registered office is at 56 Hamilton Square, Birkenhead, Wirral, CH41 5AS

Telephone: 0800 195 4926

E-mail; customerservices@aequitas-automotive.co.uk

Claims Administrator

Claims are administered by Spectrum Insurance Services Limited (SISL), who acts on behalf of the **Insurer**. SISL is authorised and regulated by the Financial Conduct Authority; FCA Number 309230. This information can be checked by visiting the FCA's website. SISL is registered in England; company number 05129413.

Telephone: 0114 321 9877

E-mail; customerservices@spectrumcover.co.uk

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

Making a claim

Should you need to make a claim, please call us on 0114 321 9877 within 30 days of the minor damage occurring.

The claims procedure is explained in section 7 of this **policy**.

1. DEFINITIONS

The following words will have the meanings described below wherever they appear in this document.

Accidental Damage: sudden and unforeseen damage

Administrator: Aequitas Automotive Limited. Telephone Number: 0800 195 4926 or 0151 647 7556.

Alloy Wheel(s): the original alloy wheels that were fitted to **your Vehicle** on the date **you** purchased **your Vehicle** and that remain on **your Vehicle** throughout the **Period of Cover**.

Call Out Charge: a non refundable £10 fee payable to the **Repairer** to attend **your Vehicle** to assess the **Accidental** or **Malicious Damage**.

Claims Administrator: Spectrum Insurance Services Limited, Telephone: 0114 321 9877

Claims Limit: the maximum number of claims for repair or replacement of **Your Alloy Wheel(s)** **You** can make during the **Period of Cover**. **You** can make four (4) claims in a 12 month policy, eight (8) claims in a 24 month policy, or twelve (12) claims in a 36 month policy. **You** may not make more than four (4) claims in any one 12 month period. The first 12 month period begins on the inception date of the period of cover and each consecutive 12 month period on its anniversary date. You cannot carry over unused claims to a following year. These amounts are inclusive of VAT. If **you** are registered for VAT then **we** will not pay the VAT element of any claim under this insurance cover;

Excess: the first £10 of any claim payable by **You**. If the **repairer** repairs more than one case of **Minor Damage** during a call out **you** will be charged an **Excess** for each additional repair.

Incident: the event that gave rise to the **Accidental** or **Malicious Damage**.

Malicious Damage: deliberate and intentional damage caused by a third party.

Minor Damage: scratched or kerbed alloy wheel, perforation, tear or scratch to interior that is repaired by a mobile repair technician, using recognised small to medium area repair techniques which restores an eligible area that has suffered **Minor Damage** to as near as is possible the condition it was in before the **Minor Damage** occurred.

Period of Cover: the period as noted on **your Schedule** for which **we** have agreed to provide Alloy Wheel insurance in accordance with this **Policy**.

Policy: these terms and conditions read in conjunction with the **Schedule**.

Repairer: a company authorised by **Us** to carry out a repair to **Your Alloy Wheel(s)**.

Schedule: a document **we** will issue to **you** containing important information about **you, your Vehicle**, the **Start Date**, the expiry date and the premium.

Start Date: the date on which **your** insurance starts as noted on **Your Schedule**.

Territorial Limits: means the area in which this insurance cover is effective being England, Scotland, Northern Ireland and Wales.

Total loss: means where **you** have claimed under **your** motor insurance policy and the claim has been settled, with the **vehicle** salvage forfeited and a **total loss** payment made in full and final settlement;

Vehicle: the vehicle described in **your Schedule**

We/Us/Our/Insurer - The **Insurer**, Acasta European Insurance Company Limited.

Wear & Tear - Alloy Wheel(s): general pitting, corrosion, discolouration, tar staining, neglect or a defect which the repairer advises is not the result of **Accidental** or **Malicious Damage**.

You/Your/Yourself: the person named on **Your Schedule**.

2. ELIGIBILITY

You are eligible for Alloy Wheel insurance if at the **Start Date** and during the **Period of Cover**:

2.1 **You** are resident in England, Scotland, Northern Ireland or Wales on the start date and remain so throughout the period of insurance;

2.2 **We** have accepted **your** application;

2.3 **You** have paid the premium including applicable taxes; and

2.4 **Your Vehicle** is not an excluded vehicle and does not exceed 3,500kg in weight.

2.5 **Your Vehicle** is insured for social, domestic or pleasure purposes only, including commuting and travelling to and from a place of work, or class 1 business use; and

2.6 **Your Vehicle** is not subject to a contract hire or lease agreement with an annual mileage allowance of more than 20,000.

3. WHAT YOU ARE COVERED FOR

In return for the payment of the appropriate premium, **We** will provide Alloy Wheel Insurance subject to the terms of this **Policy** up to the **Claims Limit** during the **Period of Cover**.

Alloy Wheel insurance will contribute towards the cost of repair of **Your Alloy Wheel(s)** that sustain **Accidental** or **Malicious Damage**.

If **Your Alloy Wheel(s)** are not repairable **We** will pay **You** a contribution towards the replacement of **Your Alloy Wheel(s)** of up to £150 per **Alloy Wheel**.

If **We** make a contribution towards the replacement of **Your Alloy Wheel(s)** each such contribution will count as two claims towards the **Claims Limit**.

In the event of multiple cases of **Accidental** or **Malicious Damage** being caused by the same **Incident**, each **Accidental** or **Malicious Damage** repair will constitute a separate claim and a separate **Call Out Charge** or **Excess**

will be payable.

Repairs can only be carried out in England, Scotland, Northern Ireland and Wales.

Malicious Damage

If **Your Alloy Wheel(s)** suffer **Malicious Damage** **You** must report the **Incident** to the **Police** and obtain a crime reference number.

Recovery

If **Your Vehicle** needs recovering after the **Incident** **You** can claim up to £35 including VAT towards **Your** recovery costs only as part of a valid claim.

4. WHAT YOU ARE NOT COVERED FOR

You will not be compensated for:

4.1 Damage:

4.1.1 that cannot be defined as **Accidental** or **Malicious Damage**;

4.1.2 to alloy wheels other than the original **Alloy Wheel(s)** fitted to **Your Vehicle**;

4.1.3 that occurs before the **Start Date**;

4.1.4 caused by **Wear & Tear - Alloy Wheel(s)**;

4.1.5 caused by faulty manufacture or design of **Your Alloy Wheel(s)**;

4.1.6 caused by a road traffic accident or where **Your Vehicle** is a total write off;

4.1.7 caused by improper use of **Your Vehicle**;

4.2 Claims in excess of the **Claims Limit**;

4.3 The **Excess** of £10 per repair unless **You** have paid a **Call Out Charge**.

4.4 Any liability to any other party.

4.5. Damage caused by collision with a 3rd party which is covered by their motor insurance policy.

4.6 Any other costs that are indirectly caused by the **Incident** unless specifically stated as covered in the **Policy**.

4.7 The theft of **Your Alloy Wheel(s)**;

4.8 **Accidental** or **Malicious Damage** covered by any other insurance policy, warranty or guarantee;

4.9 Any repair work carried out without prior authorisation being given by the **Administrator** or **Us**.

4.10 **Accidental** or **Malicious Damage** caused outside the

Territorial Limits or repairs required outside England, Scotland, Northern Ireland or Wales

4.11 Any consequence of war, invasion, terrorism, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

4.12 Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4.13 **Accidental** or **Malicious Damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds.

4.14 **Accidental** or **Malicious Damage** reported more than thirty (30) days after the **Incident**.

4.15 **Malicious Damage** reported to the police more than twenty four (24) hours after **You** became aware of it.

4.16 If any claim or statement made by **You** is in any respect deliberately or recklessly overstated, false or fraudulent, **We** may have the right to refuse any claim on this policy or to avoid this insurance in its entirety.

4.17 Any claim occurring in the first 30 days of the policy, unless the vehicle was new and awaiting delivery prior to the inception date of the policy.

5. EXCLUDED VEHICLES

Alloy Wheel Insurance does not cover the following vehicles in any circumstances; light commercial vehicles, delivery vehicles, panel vans and vehicles exceeding 3,500kg.

The following types of vehicles are also excluded: motor cycles, scooters, three wheeled vehicles, kit-cars, quad bikes, caravans or motor homes, trailers, boats, vehicles used for hire or reward (for example taxis, self-drive hire or driving schools), delivery courier

or a vehicle used in any sort of rally, speed testing, 4x4 off- road- ing, racing or any kind of competition or trial or any purpose in connection with the motor trade.

6. INVALID COVER

If **we** pay any benefit as a direct or indirect result of **your** fraud, recklessness or negligence then all payments shall be forfeited and **we** reserve the right to demand that any sum paid by **us** is repaid by **you** and/or take the appropriate legal action against **you**.

Your insurance cover may be voidable if **you** or anyone acting for **you** fails to disclose or misrepresents any material fact. **We** may void this insurance cover in its entirety from the date of loss or alleged loss if:

(a) a claim made by **you** or anyone acting on **your** behalf to obtain any benefit is fraudulent or intentionally exaggerated; or

(b) **you** or anyone acting on **your** behalf makes a false declaration or statement in support of a claim under this insurance cover.

7. CLAIMS PROCEDURE

7.1 When **You** become aware of any damage that could lead to a claim **You** must call the **Claims Administrator** on 0114 321 9877 within thirty (30) days of the **Incident**. **You** must comply with the claims procedure as explained in this document and by the **Claims Administrator**.

7.2 In order to authorise a claim the **Claims Administrator** will require:

7.2.1 **Your** personal and **Vehicle** details;

7.2.2 full details of the damage; and

7.2.3 confirmation that the damage falls within the definition of **Accidental** or **Malicious Damage**.

7.3 **You** may be requested to provide the **Claims Administrator** with a digital photo of the damage and documentation to support **your** claim. **Your** photos can be emailed to: claims@spectrumcover.co.uk

7.4 The **Claims Administrator** has a nationwide network of nominated repairers who are familiar with our claims and billing procedures. The **Claims Administrator** shall recommend these repairers wherever possible. If a suitable approved repairer cannot be located the **Claims Administrator** will agree a suitable alternative with you. Costs accepted for repairs in these circumstances will be no more than those charged by **Our** repairers. These amounts are inclusive of VAT. If **you** are registered for VAT then **we** will not pay the VAT element of any claim under this insurance cover;

7.5 If a repair involves a call out **you** will have to pay the **Call Out Charge**. If **you** pay a **Call Out Charge** the **Excess** for that repair will be waived.

7.6 If the **Repairer** repairs more than one case of **Accidental** or **Malicious Damage** during a call out **you** must pay the **Excess** for each additional repair.

7.7 If **your vehicle** is not available for inspection at the time arranged with the **Repairer** an additional **Call Out Charge** will be payable for any subsequent appointment.

7.8 Upon receipt of the information requested in 9.2 and 9.3 the **Claims Administrator** will review **Your** claim. If **your** claim is covered by this **Policy** the **Claims Administrator** will authorise **your** claim. Only **We** or the **Administrator** are mandated to authorise or reject claims.

7.9 **You** must allow the **Claims Administrator** or **Us** (or **Our** authorised **Repairer**) access to inspect **your vehicle** if it is the subject of a claim.

7.10 If **you** are not satisfied that the repair has been properly completed do not sign the release form and contact the **Claims Administrator** immediately.

7.11 **We** reserve the right to settle **your** claim in cash in lieu of arranging a repair of **Your Alloy Wheel(s)**.

In some cases it may be necessary to send an independent consulting engineer to inspect **your vehicle** and the wheels that are damaged, before **we** can authorise a repair or replacement. **We** will make every effort to ensure this happens with the least delay and inconvenience to **you**, however **we** will not be liable for any losses **you** incur through any delay caused.

Diamond/Laser Cut Alloy Wheel(s)

It may be necessary for **You** to remove **Your Alloy Wheel(s)** from **Your Vehicle** so that **We** can collect them and send them to a specialist **Repairer**. The repair may take up to ten (10) working days.

Alloy Wheel insurance does not cover **you** for any other costs **you** incur whilst **your Alloy Wheel(s)** are being repaired, or as a result of **your Alloy Wheel(s)** being removed from **your vehicle**.

8. GENERAL TERMS & CONDITIONS

You must fulfil certain obligations in order to ensure that **your** Alloy Wheel insurance remains valid:

8.1. **You** must report **your** claim within thirty (30) days of the **Incident**.

8.2. **You** must use all reasonable care to maintain **your vehicle** in an efficient and roadworthy condition and take all reasonable precautions to prevent or minimise loss or damage.

8.3 Observe the terms, conditions and exclusions of this insurance and Your Motor Insurance

8.4 Take all reasonable steps to try to prevent any incident that may give rise to a claim

8.5 Maintain all property and take all reasonable steps to minimise the amount payable under this insurance

8.6 **You** must give **Us** true and complete information.

8.7 **You** must comply with **Our** reasonable requests.

8.8 **You** must follow the prescribed claims procedure as explained in this document or by the **Administrator**.

8.9 **You** must inform **Us**, via the **Administrator**, if any of the details in **your Schedule** are incorrect or need updating.

8.10 **You** must tell **Us** about anything that **you** have not yet disclosed but which may affect **Our** decision in accepting **your** Alloy Wheel insurance.

8.11 **You** must tell **Us**, via the **Administrator**, about any changes which may be important for **Us** to continue providing **your** Alloy Wheel insurance.

Please note that **We** reserve the right to charge an administration fee for any changes to **Your** Certificate. This will be communicated to **you** by the **Administrator** at the time such changes are made.

8.12 The Insurer reserves the right to take legal proceedings in Your name, at their own expense and for their own benefit, to recover any costs or damages they have paid out under this insurance to anyone else. If **you** recover any costs or damages previously paid under this insurance from any other party, such costs or damages must be immediately repaid to Us.

8.13 If any dispute between **you** and **Us** arises from this policy, **you** can make a complaint to **Us** as described in section 10 of this document and **We** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

8.14 This insurance is governed by English law.

8.15 Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999. This condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

9. CANCELLATIONS & REFUNDS

9.1 **We** trust that **you** will be happy with **your** Alloy Wheel Insurance. However, **you** have the right to cancel it within fourteen (14) days of receiving the **Policy** without giving any reason. If **you** do so **we** will refund **your** payment in full less the cost of any repairs undertaken.

In the event that **you** wish to cancel **your** Alloy Wheel insurance within the fourteen (14) day period please contact **Your** supplying dealer who will arrange for the refund.

9.2 If **you** cancel after the first fourteen (14) days of receipt of **your Policy**, **you** are entitled to a pro rata refund provided that **you** have not made any claims. An administration fee of £35 applies.

9.3 **We** reserve the right to cancel **Your** Alloy Wheel insurance in the event **You** do not pay the premium.

9.4 **We** reserve the right to cancel **Your** Alloy Wheel insurance by giving **You** thirty (30) days notice at any stage during the **Period of Cover**. In this event **We** will refund **You** for the unexpired portion of **Your** premium.

9.5 **We** may cancel this insurance if in **Our** opinion **You** have at any time:

9.5.1 given **Us** false or incomplete information

9.5.2 agreed to help anyone try to take money from **Us** dishonestly, or failed to meet the terms and conditions of this insurance or

9.5.3 failed to act honestly towards **Us**.

9.5.4 failed to pay the policy premium.

9.6 **Your** Alloy Wheel Insurance will automatically terminate on

the earliest date one of the following events happen:

9.6.1 **You** dispose of, or transfer ownership of **your Vehicle** to another party, and **You** do not inform **Us**; or

9.6.2 **You** dispose of, or transfer ownership of **your Vehicle** to a garage, motor trader, auctioneers or similar company; or

9.6.3 **Your Policy** expires as per **your Schedule**;

9.6.4 **You** cease to be resident in England, Scotland, Northern Ireland or Wales; or

9.6.5 The number of claims **you** have made reaches the **Claims Limit**.

10. TRANSFER

To a New Owner:

If **you** sell **your vehicle** during the **Period of Cover**, **you** may transfer the benefits of this **Alloy Wheel Protection** to the new owner of **your vehicle**, provided that **you** sell **your vehicle** privately and not through a garage, motor trader, auctioneers or similar company.

The transfer will be subject to a £35 administration fee. The transfer will be subject to the Administrator's approval and the fee will be returned in the event of non-acceptance.

To a New Vehicle:

If **you** sell **your vehicle**, **you** may transfer the remaining cover to the eligible replacement Vehicle, subject to **Our** agreement. The first transfer is free of charge, subsequent transfers will be subject to a transfer fee of £35. Proof that the vehicle is free from damage may be required prior to acceptance of any transfer.

If the new vehicle does not meet the eligibility requirements of this insurance, the transfer will be declined and any transfer fee paid will be refunded. All transfer requests must be made within 30 days of the date of sale of **your vehicle**.

11. COMPLAINTS PROCEDURE

It is **Our** intention to give **you** the best possible service but if **you** do have questions or concerns about this insurance or the handling of a claim **you** should follow the complaints procedure below:

For complaints regarding the sale of **your** policy. In the first instance please contact:

Head of Customer Services
Aequitas Automotive Limited, 56 Hamilton Square, Birkenhead, Wirral, Merseyside, CH41 5AS.

Tel. 0800 195 4926

Email: customerservices@aequitas-automotive.co.uk

In all correspondence please state **your** full name, address and registration number.

If **your** complaint cannot be resolved within 5 working days, Aequitas Automotive Limited trading as Total Loss Gap will pass it to:

Spectrum Insurance Services Limited, Westthorpe Business Innovation Centre, Westthorpe Business Park, Killamarsh, S21

1TZ

Tel: 0114 321 9680

Email: customerservices@spectrumcover.co.uk

Complaints Handling process will be sent to **you** on request

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

You can also contact the Financial Ombudsman Service on 0800 023 4567. Website: www.financial-ombudsman.org.uk

(Using this service does not affect **your** right to take legal action.)

12. DATA PROTECTION

We are the **Data Controller** for the data **you** provide to **Us**. **We** need to use **your** data in order to arrange **Your** insurance and associated products.

You are obliged to provide information without which **We** will be unable to provide a service to **you**. Any personal information provided by **You** may be held by the **Insurer** in relation to **your** insurance cover. It may be used by **Our** relevant staff in making a decision concerning **your** insurance and for the purpose of servicing **your** cover and administering claims.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **you** from credit reference agencies, fraud prevention agencies and others to check **your** credit status and identity. The agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries. If **you** provide false or inaccurate information and **We** suspect fraud, **We** will record this.

We and other organisations may use these records to:

a. Help make decisions on insurance proposals and insurance claims, for **you** and members of **your** household

b. Trace debtors, recover debt, prevent fraud, and manage **your** insurance policies

c. Check **your** identity to prevent money laundering, unless **you** furnish **Us** with satisfactory proof of identity.

We process all data in the UK but where **We** need to disclose data to parties outside the European Economic Area (EEA) **We** will take reasonable steps to ensure the privacy of **your** data. In order to protect **Our** legal position, **We** will retain **your** data for a minimum of 7 years. **We** have a Data Protection regime in place to oversee the effective and secure processing of **your** data. Under GDPR legislation, **you** can ask **Us** for a copy of the data **We** hold, have it corrected, sent to a third party or deleted (subject to **Our** need to hold data for legal reasons). **We** will not make **your** personal details available to any companies to use for their own marketing purposes. If **you** wish to complain about how **We** have handled **your** data, **you** can contact **Us** and **We** will investigate the matter. If **you** are not satisfied with **Our** response or believe **We** are processing **your** data incorrectly **you** can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

13. COMPENSATION SCHEME

The **insurer** is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the **insurer** is unable

to meet their obligations under this insurance, **you** may be entitled to compensation from the Compensation Scheme.