

Policy Document

ProtectandCare

Introduction

Welcome to Alloy Wheel Repair Insurance, within the Protect**and**Care product range.

This handbook explains how your Alloy Wheel Repair Insurance works. Please keep this book in your vehicle so you have it to hand if you need to make a claim.

Please make sure you fully understand the terms and conditions relating to the policy and in particular the process for requesting a repair under this policy. Please also take a couple of minutes to check the details we hold for you on your Validation Certificate and tell us immediately if there are any mistakes.

Defaqto 5 star rated

Your Protect**and**Care Alloy Wheel Repair Insurance policy provides an exceptionally high level of cover and has received the top 5-star rating by Defaqto, the UK's leading independent financial services rating agency.

This rating can be verified on the Defaqto.com comparison website under the All Star Ratings Motor Section for Alloy Wheel Repair Insurance.



ProtectandCare

Contractual Agreement

This policy wording is evidence of a legally binding contract of insurance between **You** and Motors Insurance Company Limited (hereinafter known as the 'Insurer', 'We', 'Us', 'Our').

Motors Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 202875.

This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register

This policy is administered by Car Care Plan Limited (hereinafter known as the 'Administrator').

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Definitions

The following words or expressions will have the specific meanings described below. They have the same meaning throughout this document and appear in bold type:

Alloy Wheel Repair Insurance

Administrator – Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD₃ 7AG.

Alloy Wheel(s) – The **Alloy Wheels** that are of original specification to the **Vehicle** that were present on the **Vehicle** at the time **You** purchased the **Vehicle**.

Approved Repairer – Dent Wizard trading as Flying Colours, a company appointed by the **Administrator**.

Claim Limit – The maximum number of claims that can be made for repairs to **Your Alloy Wheel(s)** during the **Period of Insurance**.

Damage – A sudden and unforeseen event that has resulted in accidental or malicious damage to **Your Alloy Wheels.**

Endorsement – Statements, found in **Your Validation Certificate**, that either show changes to the terms of **Your** policy or terms that apply specifically to **You**.

Expiry Date – The date the insurance cover ends as shown on **Your Validation Certificate**.

Insurer – Motors Insurance Company Limited. Registered Office: Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG. Registered in England; company number 02678367.

Introducer – The party, person or company who has arranged this insurance on **Your** behalf.

Period of Insurance – The period specified on the **Validation Certificate**.

Premium – The total amount **You** have agreed to pay **Us** for this insurance policy.

Proposal – The document or declaration that records the information **You** gave **Us** when **You** bought **Your** policy and which **Your** contract with **Us** is based on.

Start Date – The date the insurance cover commences as shown on **Your Validation Certificate.**

Territorial Limits – The United Kingdom, excluding the Isle of Wight and the Islands of Scotland (including the Shetland, Orkney, Inner Hebrides and Outer Hebrides Islands). Please note that this means the Isle of Man is also excluded.

Validation Certificate – This document will be provided to **You** when **You** take out this policy and will contain details about **You** and the **Vehicle** upon which this policy will apply. It will also provide the effective **Start** and **Expiry Date** of the policy.

Vehicle – The **Vehicle** detailed on the **Validation Certificate** being under ten years old and having covered fewer than 100,000 miles at the time of purchase of the policy.

We, Us, Our – Motors Insurance Company Limited.

You, Your, Insured – A private individual who is resident in the Territorial Limits and who has purchased an eligible Vehicle and has paid the necessary Premium under this policy.

About Your Policy

We will provide cover under the terms, exceptions, conditions and any **Endorsement** of this policy, relating to any **Period of Insurance** for which **We** have accepted **Your Premium**, and **You** have made payment in full or have entered into an agreement to pay **Your Premium**.

This contract is based on the **Proposal** (or any statement of facts or statement of insurance **We** prepare using the information **You** have provided), and any declaration **You** make.

This policy gives full details of **Your** cover. **You** will also receive a **Validation Certificate** which contains information about **You**, **Your Vehicle**, **Your Period of Insurance**, the level of cover **You** have purchased and any **Endorsement(s)**. This document together with **Your Validation Certificate** is **Your** policy and should be read as one document. Please read them both carefully and make sure that they meet **Your** needs.

If **You** have any questions, please contact the **Introducer** or the **Administrator** and they will help **You**.

Please keep all **Your** insurance documents in a safe place, as **You** will need them if **You** want to make a claim.

Eligibility

You are eligible for cover if at the Start Date of the policy:

- You are a private individual and the registered owner and keeper of Your Vehicle:
- You are resident in the United Kingdom, excluding the Isle of Wight and the Islands of Scotland (including The Shetlands, Orkneys, Inner Hebrides and Outer Hebrides). Please note that this means that the Isle of Man is also excluded;

- The Alloy Wheels fitted to Your Vehicle are of the original manufacturers specification and are not of split rim construction, machine polished (chromed) finish, or with a recessed, rebated or raised profile to the rim section;
- Your Vehicle is less than ten years old and has fewer than 100,000 miles on the odometer at the start of the policy.

Period of Insurance Cover

The **Validation Certificate You** have been provided with will provide details as to when this policy commences. Expiry of **Your** policy will occur in the event of the following:

A The Expiry Date, as shown on Your Validation Certificate;

B You, or anyone representing **You**, defrauds or deliberately misleads the **Insurer** or the **Administrator**:

C The Alloy Wheels are modified following purchase of the Vehicle;

D The **Vehicle** is sold or transferred to a new owner;

E The Alloy Wheel(s) are no longer fitted to the Vehicle stated on the Validation Certificate;

F The Claim Limit has been reached.

This policy is non-renewable and cannot be transferred.

What is covered

Standard Cover

Within the **Period of Insurance, We** will pay for the cost of repairs resulting from **Damage** which has occurred to **Your Alloy Wheels.**

Your Claim Limit is determined by the duration of policy **You** have purchased as follows:

- For a 12 month policy the **Claim Limit** is 6 claims;
- For a 24 month policy the Claim Limit is 12 claims;
- For a 36 month policy the **Claim Limit** is 18 claims;

Claims will be handled by the **Administrator** and the repairs will be carried out by **Our Approved Repairer**, who will make all efforts to effect the repair to **Your** satisfaction. Repairs can only be carried out within the **Territorial Limits**. Should the **Administrator** deem the **Alloy Wheel** is damaged beyond a point whereby a reasonable cosmetic repair can be carried out then the policy provides two options:

 If the damage to the Alloy Wheel is such that a lathe skim repair can be carried out, then the policy will contribute a maximum amount of £110 including VAT towards allowing You to have this repaired locally at Your choice, subject to a repair invoice being provided. This will count as one claim;

2) If the damage to the **Alloy Wheel** is such that no kind of repair can be carried out, the policy will contribute a maximum amount of £150 including VAT towards the replacement of the **Alloy Wheel**. This will count as one claim.

Prestige Cover

Within the **Period of Insurance, We** will pay for the cost of repairs resulting from **Damage** which has occurred to your **Alloy Wheels.** Repairs can only be carried out within the **Territorial Limits.**

Your Claim Limit is determined by the duration of policy **You** have purchased as follows:

- For a 12 month policy the **Claim Limit** is 6 claims;
- For a 24 month policy the **Claim Limit** is 12 claims;
- For a 36 month policy the **Claim Limit** is 18 claims.

Claims will be handled by the **Administrator** who based on the details of the **Damage** to **Your Alloy Wheels** will authorise either of the following repair options:

Where the **Damage** is such that a lathe skim is required in order to provide the best possible repair then the policy will contribute a maximum amount of £110 including VAT towards allowing **You** to have this repaired locally at **Your** choice, subject to a repair invoice being provided;

However, where the **Damage** is minor and a cosmetic repair could provide an equally satisfactory result, with **Your** agreement the **Administrator** can arrange for **Our Approved Repairer** to carry out a cosmetic repair at **Your** convenience either at **Your** workplace, home or **Your** supplying dealer if **You** prefer. This type of repair for more minor damage avoids the need to skim off a layer of alloy, whereby multiple lathe skim repairs on a single **Alloy Wheel** should be avoided where possible to help maintain the original structural integrity of the **Alloy Wheel**.

Please note that **Our Approved Repairer** can only carry out repairs within the **Territorial Limits**

If the damage to the **Alloy Wheel** is such that no kind of repair can be carried out, the policy will contribute a maximum amount of £150 including VAT towards the replacement of the **Alloy Wheel**. This will count as one claim.

Exclusions

This insurance will not cover the following:

- **A Alloy Wheels** that are after market fitment or not of original specification for **Your Vehicle**;
- **B** Where **Your Vehicle** is used as an emergency vehicle, taxi, or bus, for driving school tuition, dispatch, commercial travel that is

not covered under motor insurance Business Use Classes 1 and 2, hire or reward of whatsoever nature, road racing, track day participation, rallying, pace-making, speed testing or any other competitive event, or is a commercial vehicle in excess of 3.5 tonnes or a motorcycle:

- C General wear and tear, corrosion, pitting, discolouration, tar staining, neglect or a defect which is not deemed as resulting from Damage, cracked or buckled wheels;
- D Theft of Your Alloy Wheel(s);
- **E Damage** present on an **Alloy Wheel** prior to the commencement of the policy;
- **F Alloy Wheel(s)** with a split rim construction, with a machine polished (chrome effect) finish, or with a recessed, rebated or raised profile to the rim section. Plastic trims attached to the alloy wheel are also excluded (and must be removed prior to any repair to any covered alloy wheel);
- **G Damage** caused by:

i driving Your Vehicle while the tyre is deflated; or

ii a replacement tyre being fitted to the Alloy Wheel;

H Any claim:

i Which is the subject of fraud, false actions or dishonesty;

- ii Where the loss is covered by any other insurance;
- iii Where it is discovered that this policy was purchased more than 30 days following the delivery date of **Your Vehicle**.
- I Failure of the lathe skim repairer or **Approved Repairer** to match the cosmetic finish of any other **Alloy Wheel** on **Your Vehicle**.

How to claim

In all cases please adopt the following procedure:

- Check that the damage is covered by this policy (check 'What is Covered' and 'Exclusions');
- Call the Administrator on 0344 573 8129 within 30 days of the damage occurring.

You will need to supply the following information:

- A Your policy number (found on Your Validation Certificate);
- B Your Vehicle registration number;
- C Details of the Damage to Your Alloy Wheel(s), when it occurred and how it was caused;
- **D** Dates when **Your Vehicle** could be inspected and repaired, if **Your** claim is covered:
- E In certain circumstances, You may need to supply photos to the Administrator to help validate Your claim.

Important

- You must not continue to drive the Vehicle after any damage
 or incident if this could cause further damage to Your Alloy
 Wheel(s). In such circumstances the damaged Alloy Wheel(s)
 should be removed and replaced with a serviceable spare or
 arrangements made to have Your Vehicle recovered.
- You should not allow any repair work to be carried out until We
 have inspected Your Vehicle and authorised the claim.
- Cosmetic repairs must be carried out by Our Approved Repairer and We will settle the claim directly with the Approved Repairer.
- If Your repair is to be completed by Our Approved Repairer they
 will need access to Your Vehicle in a safe location where they can
 move around Your Vehicle. Access to power may also be required.
 If this isn't possible please make the Approved Repairer aware of
 this during the booking process.
- Where We authorise a contribution to the cost of a lathe skim
 or a replacment Alloy Wheel, You will need to supply the
 Administrator with the repair invoice and Your contact and
 payment details. We will then reimburse You direct up to the
 maximum claim limit including VAT.
- Claims must be reported to the Administrator within 30 days of the Damage occurring and Your Vehicle must be located within

the **Territorial Limits** at the time of repair.

 To make sure that You receive the highest levels of service, telephone calls to the Administrator are recorded.

Cancellation and cooling-off period

If this policy does not meet **Your** needs, **You** have 30 days from the date **You** received **Your** policy documents to cancel the policy and obtain a full refund. To cancel **Your** policy within this 30-day period please contact the **Introducer** who sold **You Your** policy.

If **You** wish to cancel **Your** policy after this 30-day period, **You** can cancel at any time and receive a *pro rata* refund. To cancel **Your** policy please contact the **Administrator** by calling 0344 573 8129 or by writing to:

Car Care Plan, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

The percentage refund will be calculated from the date **Your** request to cancel is received. An administration fee of £20 will be deducted from the calculated amount prior to any refund being paid. Please note that **We** will not give **You** a refund if **You** have already made a successful claim on **Your** policy.

If **You** have paid for **Your** policy in cash, as opposed to a Car Care Plan Ltd instalment agreement, provided **You** have not made a successful claim, the **Administrator** will provide **You** with a refund proportional to the length of time the policy has been in force and is calculated using the policy start date. The amount of refund **You** receive will be based on each full calendar month remaining on **Your** policy as a percentage of the original duration of **Your** policy less an administration fee of £20.

If **You** have paid for **Your** policy by instalment payments through an instalment agreement with Car Care Plan Ltd, any refund amount owed to **You** will be calculated in line with the following rules:

- Where You have paid all the instalment payments, We will calculate the refund as above. The refund will be paid directly to You;
- Where You have not paid all the instalment payments, We will calculate the refund as above and:
 - If the refund You are eligible for is in excess of the total outstanding instalment payments You owe Car Care Plan, We will pay the difference directly to You; or
 - 2. If the refund You are eligible for is less than the total outstanding instalment payments You owe Car Care Plan Ltd, You will not receive a cash refund. The refund will be applied as part payment of Your total outstanding instalment payments. You will continue

to be responsible for paying the remaining outstanding payments on **Your** instalment agreement with Car Care Plan Ltd until the balance calculated at the time of notice of cancellation received by the **Administrator** has been settled

We will not give **You** a refund if **You** have successfully claimed on **Your** policy.

Please allow up to 28 days for **Your** cancellation and refund to be processed.

Complaints Procedure

We hope that you will be pleased with the service **We** provide. In the unlikely event of a complaint, **You** should contact the **Administrator** in the first instance on 0344 573 8129, or in writing to:

The Customer Services Manager, Car Care Plan Limited Jubilee House, 5 Mid Point Business Park Thornbury, West Yorkshire BD3 7AG.

You can also email us at complaints@carcareplan.co.uk

If it is not possible to reach an agreement, **You** also have the right to ask the Financial Ombudsman Service to review **Your** case. The right to apply to the Ombudsman must be exercised within six months of the date of our final decision. For more information

You can visit the Financial Ombudsman Service website: www.financial-ombudsman.org.uk or write to:

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

Telephone: 0800 023 4567 or 0300 123 9123

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority trading standards service or Citizens Advice Bureau.

We abide by the Motor Industry Vehicle Warranty Products Code of Practice which can be found on The Motor Ombudsman website at www.TheMotorOmbudsman.org.

The Motor Ombudsman will offer free impartial information and if appropriate an alternative dispute resolution process in the event that **You** are not satisfied with the outcome of a concern.

For further information, **You** can visit The Motor Ombudsman website at www.TheMotorOmbudsman.org or call their Information Line on 0345 241 3008.



Governing Law

This policy is subject to English Law unless otherwise agreed.

Financial Services Compensation Scheme

Motors Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if the **Insurer** is unable to meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim amount, without any upper limit.

For further information about the scheme (including the amounts covered and eligibility to claim) please refer to the FSCS website www.FSCS.org.uk or call 0800 678 1100 or 0207 741 4100, or write to: Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Language

All communication between **You** and **Us** will be conducted in English. **We** record telephone conversations to offer **You** additional security, resolve complaints and improve service standards. Conversations may also be monitored for staff training purposes.

For policyholders with disabilities the **Administrator** is able to provide, upon request, audio tapes and large print documentation. Please advise the **Administrator** if **You** require any of these services to be provided so the **Administrator** can communicate with **You** in an appropriate manner.

Privacy and Data Protection Notice

1. Data Protection

Car Care Plan Limited (the "Data Controller") are 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 the Data Controller processes **Your** personal data. For more information please visit www.view-privacy-policy.co.uk.

2. Use of Your Personal Data

The Data Controller may use the personal data it holds about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide **You** with information, products or services that **You** request from the Data Controller or which the Data Controller feels may interest **You**. The Data Controller will also use **Your** data to safeguard against fraud and money laundering and to meet the Data Controller's general legal or regulatory obligations.

3. Disclosure of Your Personal Data

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

4. International Transfers of Data

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

5. Your Rights

You have the right to ask the Data Controller not to process Your data for marketing purposes, to see a copy of the personal information held about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask for a copy of Your data to be provided to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with the Data Controller's data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the contract, or the Data Controller's business relationship with **You**, unless the data must be retained for a longer period due to business, legal or regulatory requirements.

If You have any questions concerning the Data Controller's use of Your personal data, please contact The Data Protection Officer, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG, England.

Anti-Fraud and Theft Registers

We may pass information to various anti-fraud and theft registers. The aim is to help insurers check the information provided and to prevent fraudulent claims. When **Your** request for insurance is considered, these registers may be searched. When **You** tell **Us** about an event, the information relating to the event will be passed on to the registers. It is a condition of this policy that **You** inform **Us** about an event, whether or not it gives rise to a claim.

Fraud

You must not act in a fraudulent way. If You or anyone acting for You:

- makes a claim under the policy knowing the claim to be false or exaggerated in any way; or
- makes a statement in support of a claim knowing the statement to be false in any way; or
- provides the Administrator with any documentation in support of a claim knowing the documentation to be forged or false in any way; or
- makes a claim for any loss caused by Your deliberate act or with Your agreement;

Then We or the Administrator:

- will not authorise the claim;
- may not authorise any other claim which has been or may be made under the policy;
- may declare the policy void;
- will be entitled to recover from **You** the amount of any claim already paid under the policy;

- will not return any of **Your Premium**;
- may let the police know about the circumstances.

Consumer Insurance (Disclosure and Representations)Act 2012 and Insurance Act 2015

You are required by the provisions of these Acts to take care to supply accurate and complete answers to all the questions in the application and to make sure that all information supplied is true and correct. You must tell Us of any changes to the answers You have given as soon as possible. Failure to advise Us of a change to Your answers may mean that Your policy is invalid and that it does not operate in the event of a claim. We may also recover any money We may have paid under this policy.

Under English Law, it is an offence to make a false statement or to withhold any material information in order to obtain a schedule of insurance.

We reserve the right to decline any insurance risk or to change the **Premium** and the terms quoted.

Alloy Wheel Repair Insurance is administered by Car Care Plan Limited. Car Care Plan, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG

www.carcareplan.co.uk

Phone: 0344 573 8129

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