

Mechanical Breakdown Insurance

Insurance Product Information Document

Insurance Company:
Fortegra Europe Insurance Company Limited

Intermediary:
DEFEND Insurance s.r.o

Product:
Platinum Warranty

This product is underwritten by Fortegra Europe Insurance Company Ltd (Malta Company Registration Number C 84703) who are authorised and regulated by the Malta Financial Services Authority. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority under reference number 805770, and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permission Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

The product is administered by Defend Insurance s.r.o. who are a licensed independent insurance intermediary regulated by the Czech National Bank and are registered by the UK's Financial Conduct Authority for the conduct of general insurance business under Temporary Permissions Regime for inbound EEA Firms, under the Firm Reference Number 679738. These registration details can be checked on the Financial Conduct Authority's Financial Services Register. Details of the extent of the administrator's regulation by the UK's Financial Conduct Authority are available from the administrator on request.

This is a summary of key information. Full information on this product, including information about the underwriter, how to make a claim, the complaints procedure, and the Financial Services Compensation Scheme (UK), can be found in the policy terms and conditions.

What is this type of Insurance?

This insurance covers the failure of a covered components causing a sudden stoppage of its function.



What is insured?

- ✓ This policy will pay for parts, labour and Value Added Tax (VAT) of covered components up to the chosen duration and claims limit (refer to proposal/policy schedule for coverage level).
- ✓ £30 per day contribution for up to seven days towards vehicle replacement on a valid claim.
- ✓ Up to £50 ,including VAT towards the cost of towing the vehicle to the nearest repairer on a valid claim
- ✓ Up to a maximum of 1 hours labour for diagnostics or reprogramming if required.
- ✓ Unlimited number of claims up to amount of the claims limit as specified in your Policy Schedule.
- ✓ Up to £60 including VAT towards overnight accommodation or a return rail fare if you are unable to return home on a valid claim.
- ✓ Vehicles up to 3,500kg gross weight.
- ✓ PARTS COVERED WITHIN:- Engine, Manual gearbox, Automatic gearbox, Torque converter, Differential, Clutch, Front wheel drive, Wheel bearings, Propshaft, Rear wheel drive, Four wheel drive, Fuel system [diesel and petrol], Fuel injection system, Engine cooling system, Air conditioning [factory fitted], Steering [including power assisted steering], Turbo charger [factory fitted], Front and rear suspension, Brakes, Anti locking brake system [ABS] [factory fitted], Electrical system, Engine management [ECU], Casings, Working Materials.
- ✓ Not all components are covered under this policy. Please see the policy terms and conditions for full details



What is not insured?

- ✗ Ineligible Vehicles: There are certain vehicles we can't cover such as vehicles used for hire or reward [for example, taxis, self-drive hire or driving schools. Any vehicle used for, racing, pace making, speed testing, reliability trials, rallying, or vehicles used for any other timed or competitive event. [Please see terms and conditions for full list.](#)
- ✗ Damage caused by neglect, corrosion, lack of servicing or deterioration.
- ✗ Manufacturer defects.
- ✗ The effects of poor repairs, faults or defects at the time of the sale.
- ✗ Parts not fitted as standard or optional extra by the manufacturer, unless cover for such items is agreed beforehand.
- ✗ Parts which have been fitted incorrectly or parts which are of faulty manufacture or design.
- ✗ Non-standard, customised or modified vehicles.
- ✗ Any claim within the first 30 days of commencement of the policy.
- ✗ Vehicles which are non standard, customised or modified.
- ✗ Any excess applied to the policy.



Are there any restrictions on cover?

- ! The maximum age and mileage limit of the vehicle at inception of cover must be no greater than 7 years /80,000 miles
- ! The vehicle must have a valid MOT
- ! The policy will pay the cost of repairs up to the claims limit shown on the policy schedule.
- ! Authority must be sought prior to commencing any repairs including additional benefits.
- ! The amount of time allowed for labour will be in line with the manufacturer's/Glass's Guide standard repair times.
- ! The vehicle must be serviced every 12 months or 12,000 miles (which ever is the sooner) or in line with the manufacturer's recommended guidelines



Where am I covered?

- ✓ The policy is effective in Great Britain, Northern Ireland and Channel Islands and is valid for up to an aggregate of 60 days per annum for driving in the Republic of Ireland and mainland Europe .



What are my obligations?

- You must take reasonable care to provide us with accurate and complete answers to our questions whether you are at proposal stage or making changes to the policy.
- You must pay any premium when due otherwise cover will cease from the premium due date.
- You must notify the claims administrator of any possible claim as soon as reasonably possible but within a maximum of 30 days via the claims line on 0161 451 4803
- You should notify us immediately of any changes to your vehicle via our Customer Services Team on 0161 451 4804



When and how do I pay?

- You can purchase this policy and pay your premium at the time you purchase your motor vehicle. Payment can be made as a one-off payment to your supplying retailer. This will be explained at the time of purchase and detailed on the policy schedule.



When does the cover start and end?

The cover will run from the start date, which is detailed on the policy schedule, until the earliest of the following dates:

- You or the vehicle no longer meeting the eligibility criteria; or
- The date on which the vehicle is sold or transferred to a new owner
- The number or value of claims settled having reached the limits; or
- The policy being cancelled by either you or us; or
- The end date as detailed on the policy schedule.

Please note that this insurance policy cannot be renewed.



How do I cancel the contract?

You may cancel the Policy within 30 days of the Policy start date without financial penalty provided no claim has been submitted. The Policy has no surrender value and no premium paid will be refunded after 30 days of the Policy start date

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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 Ltd. **Your Statement of Demands and Needs** and the undertaking to pay the premium, forms the basis of the **Policy**.
- The **Administrator** (Defend Insurance) 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 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 insurance becoming void.
- Please note that as in **Section 16 - 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 10151 Deerwood Park Blvd., Bldg. 100, Suite 330, Jacksonville, FL 32256, holds more than 10% of the voting rights and capital of both **Us** and the **Administrator** by virtue of the common shareholding of Fortegra US.
- Words that have special meanings are in bold, and the definitions can be found in **Section 2 - DEFINITIONS**.

2. DEFINITIONS

Administrator: Defend Insurance s.r.o. Roztylska 1860/1; 148 00 Prague, Czech Republic. Customer Services telephone 0161 451 4805, Customer Services email customerservice@defendinsurance.co.uk. Defend Insurance s.r.o. is a licensed independent insurance intermediary regulated by the Czech National Bank and is registered by the Financial Conduct Authority for the conduct of general insurance business under Temporary Permissions Regime for inbound European Economic Area (“EEA”) Firms, under the Firm Reference Number 679738. These registration details can be checked on the Financial Conduct Authority’s Financial Services Register. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the United Kingdom for a limited period while seeking full authorisation, are available on the Financial Conduct Authority’s website. Additional details on the extent of Defend Insurance s.r.o.’s authorisation and regulation by the Financial Conduct Authority are available from the Administrator on request.

Contract of Insurance / Policy means the Mechanical Breakdown Insurance **Policy** underwritten between **You** (the Insured) and Fortegra Europe Insurance Company Limited

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Geographical Limits means the areas in which the **Policy** is effective and are Great Britain, Northern Ireland and Channel Islands plus any additional area detailed under Extra Benefits.

Indemnity Limit means the amount shown in the Proposal / **Policy** Schedule subject to the lower limits as stated in these terms and conditions, inclusive of VAT up to the purchase price of the **Vehicle**

Insured / You / Your Any individual who is detailed on the **Policy** Schedule and who has applied for this **Policy** and has agreed to pay the premium under this **Policy**.

Mechanical Breakdown means the failure of a mechanical or electrical component, causing a sudden stoppage of its function, including wear and tear or deterioration. Damage caused by the effect of overheating or abuse is not regarded as a Mechanical Breakdown under the terms of the **Policy**.

Period of Insurance means the period as shown on the schedule, from the start date to the end date of the **Policy**.

Proposal/Policy Schedule means any signed proposal and declaration together with any additional information **You** may have supplied to Us in support of **Your** application for insurance.

Vehicle means the **Vehicle** as specified on the **Proposal/Policy Schedule**.

Policy Retailer means the company that arranged this insurance for **You**

We/Us/Our: Fortegra Europe Insurance Company Ltd (Malta Company Registration Number C 84703), Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imtida, Gzira, GZR 1401, Malta. Fortegra Europe Insurance Company Ltd is authorized under the Insurance Business Act 1998 of the laws of Malta to carry out general business, and is regulated by the Malta Financial Services Authority, Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority under reference number 805770, and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permission Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Details of the extent of **Our** regulation by the Financial Conduct 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>.

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

The Vehicle is eligible for this cover if:

- It is a private vehicle registered in the United Kingdom, Channel Islands, or the Isle of Man; and
- The Insured Vehicle is not older than 7 years at the start of this **Policy**.

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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 hire and reward, driving school tuition, chauffeuring, road racing, track days (timed or untimed), rallying, pace-making, speed testing or any other competitive event.
- Any vehicle that has been modified after the purchase date

4. POLICY TERM

This **Policy** is for the chosen term 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 value of claims settled by **Us** having reached the limit, 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**.

5. WHAT IS COVERED

Please see **Your Proposal / Policy Schedule** for details of the maximum amounts that may be paid for each and any claim. These may be subject to lower limits as stated on these pages. All limits include VAT. There is no restriction to the number of claims **You** can make.

This **Policy** covers All Mechanical & Electrical parts, including, but not limited to, the items below. The only parts NOT covered are the parts listed in section **6 WHAT IS NOT COVERED** of this document:

Engine	The rocker assembly, including hydraulic followers, inlet and exhaust valves [not burnt valves], springs and guides, cylinder head [not cracks and de-coking], cylinder head gasket [except skim], push rods, camshaft and followers, timing gears and chains [excluding tensioner and connected electronic devices], oil pump, pistons and rings, cylinder bores [not cracked or porous bores], con rods, gudgeon pins and bearings, crankshaft and bearings, inlet manifold, flywheel and ring gear. Timing belts are covered as long as they have been changed in line with the manufacturer's schedules. You will need to be able to provide proof of this.
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Manual gearbox	Internal shafts, gears, synchromesh hubs, selectors, bearings and bushes and transfer gears.
Automatic gearbox	Internal shafts, gears, clutches, brake bands, valve block, governor, oil pump, bearings and bushes, servo, drive plate and transfer gears
Torque converter	Failure of any internal mechanical parts. Differential Internal crown wheel and pinion, gears, shafts, bearings and bushes
Clutch	Centre plate, pressure plate, release bearing, oil m contamination [centre plate only] and master and slave cylinders (Clutch Where the condition is due to wear and tear or the clutch is burnt out is excluded)
Front wheel drive	Drive shafts, including constant velocity joints, joints and couplings [not gaiters].
Wheel bearings	Front and rear wheel bearings
Propshaft	Universal joints and couplings.
Rear Wheel Drive	Half shafts, rear wheel external drive shafts, including constant velocity joints, universal joints and couplings [not gaiters].
Four Wheel Drive	All four-wheel drive components are covered
Fuel System (diesel and petrol)	Carburettors, automatic choke, lift pump, mechanical or electrical fuel pumps and tank sender unit.
Fuel injection system	Throttle body, airflow meter, idle control valve, cold start valve, warm up regulator, overrun cut off valve, throttle potentiometer, fuel accumulator, fuel injectors, pressure regulator, map sensor [except \heater plugs].
Engine cooling system	Radiator, oil cooler, heater matrix, water pump, viscous fan coupling, thermostat and thermostat housing.
Air Conditioning	The air conditioning compressor unit is covered. In the event of a valid claim, system re-

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	gas is covered up to a maximum of £45.00 inc VAT.
Steering	Steering rack and pinion [not gaiters], steering box, power steering rack and pump, idler box.
Turbo Charger	The turbo charger unit is covered.
Front and rear suspension	Hydrolastic displacers and hydropneumatic spheres, coil springs, upper and lower wishbones and ball and swivel joints.
Brakes / ABS Braking	Brake master cylinder, wheel cylinders, restrictor valve, brake caliper seals, servo, ABS computer, sensor and pumps
Electrical system	Starter motor and solenoid, alternator, window and sun roof motors, electric window switches, sunroof switch, centralised locking motors, heater fan motor, indicator flasher relay, distributor, front and rear windscreen wiper and washer motors, thermostatically controlled radiator fan motor, horn and multi function stalk switch.
Engine Management (ECU)	Engine Control Unit
Casings	If any of the covered parts fail and this damages the casing, it will also be covered
Working Materials	Oils, oil filter and anti freeze are covered only if it is essential to replace them because of the failure of a part which is covered under this Policy .

6. WHAT IS NOT COVERED

1. **We** will not accept liability for any claim which is reported to the **Administrator** more than 14 days after the relevant fault is discovered.
2. **We** will not accept for any claim where the repair has not commenced within 14 days of the relevant fault being reported to the **Administrator**.
3. The **Policy** does not apply to: **Vehicles** used for hire or reward (for example Taxis, self drive hire or driving schools), **Vehicles** used for any kind of timed competition or race; or non standard customized or modified **Vehicles**.
4. **We** will not accept any liability for damage caused by: Neglect, corrosion, any foreign matter, getting into or onto a part; lack of servicing, the effects of over- heating, whether

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caused by an insured part or not; freezing, abuse, damage to parts not covered by this **Policy** or consequential damage; or damage to parts we cover caused by parts not covered by the **Policy**.

5. Any claim within the first 30 (thirty) days of commencement of the **Policy**.
6. Any excess that has been applied to this **Policy**
7. Any MOT exhaust emission failures

We will not accept liability for:

- The effects of poor repairs, faults or defects at the time of the sale.
- Parts which have been fitted incorrectly
- Parts which are of faulty manufacture or design or
- Parts not fitted as standard or optional extra by the manufacturer, unless cover for such items is agreed beforehand.
- A defect which is likely to have existed before the start of this warranty.

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We will not accept liability for the following parts:

- Catalytic Converter and Exhaust All parts (including Particulate filter)
- Brakes Brake discs, brake pads, brake lining/shoes, brake calipers.
- Contaminated fuel, the cleaning of fuel lines, filters carburetors and pumps/nozzles.
- Electrical accessories Bulbs, lamps/lenses, batteries, fuses, wiring harness, wiring terminals and the remaking of disturbed electrical connections.
- Linkages, cables, lock barrels, keys, key fobs, drop links, window regulators & cables, water ingress, auxiliary drive belts, brackets, mountings, tappings, supports, fixings and fastening devices, fuel tank, corrosion, rubber hoses, pipes and unions, all core plugs, air bags and systems (inc. switches, modules and control unit), decarbonisation, and failures caused by the build-up of carbon deposits (including burnt valves), serviceable and auxiliary parts such as plugs, points, condenser, distributor cap, rotor arm, incorrectly fitted or repaired parts, any damage sustained through ingress of a foreign body or fluid
- All bodywork handles and hinges, interior/exterior trim, brightwork, paint, glass (including front & rear heated screens & elements), weatherstrips, rubber seals, sheet metal, sunroof panels, carpets, seat belts, wiper arms/blades, wheels and tyres, wheel alignment/balancing, adjustments.
- Service parts and other parts subject to routine maintenance or periodic repair including but not limited to spark plugs, heater plugs, points, condenser, distributor cap, rotor arm, HT leads, filters.
- Any item or accessory not in the manufacturer's original specifications.
- We will not cover local tax if the repair is completed outside of the UK.
- The battery on electric vehicles.

The **Policy** excludes any damage caused by fire, accident or any road hazard whether or not insured under any motor insurance or accidental damage **Policy**. It does not provide cover for other people or physical injury. We will not accept liability for damage caused by war risks, sonic booms or nuclear radiation.

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7. HOW TO MAKE A CLAIM

Claims are processed entirely by phone, ensuring a fast, effective and simple claim procedure. Wherever possible, to avoid **You** being out of pocket, the **Administrator** will settle authorised claims directly with the repairer. Please ensure **You** follow the claims procedure, if **You** do not, the **Administrator** may not pay **Your** claim.

1. NOTIFY US

Telephone the **Administrator** on **0161 451 4803**. The **Administrator** will make a note of **Your** claim and advise **You** of the location of **Your** nearest approved repairer.

IMPORTANT: In order for the **Administrator** to pay the approved repairer directly, **You** (not the repairer) must notify the **Administrator** of **Your** claim. This must be done before **You** give permission to a repairer to carry out any fault finding or remedial work. Notification from a repairer of a possible claim will not be accepted by the **Administrator**.

2. CONTACT THE REPAIRER

Book **Your Vehicle** in with the repairer and give **You** permission to carry out any fault finding/diagnosis or dismantling necessary.

3. REPAIRER OBTAINS AUTHORITY

Once **Your Vehicle, Policy** schedule and service records have been handed to the repairer they will contact the **Administrator** to request approval for repairs.

4. AUTHORITY FOR CLAIM VALUE

If **Your** claim is accepted, an authorisation number will be issued to the repairer for the amount that will be paid under this **Policy**.

You are responsible for paying any amount the repairer charges over and above the authorised amount.

5. PAYMENT OF THE CLAIM

On completion of the repairs, the repairer must submit an invoice directly to the **Administrator**. The invoice must clearly show the authorisation number given, details of who the **Administrator** should pay and contain full details of the repairs, including details of all PART(s) used, labour and VAT. The **Administrator** may also need to see **Your** original service invoices.

The authorisation number will only be effective for 90 days from the date it was issued and no payments will be made in respect of the authorisation number after the expiry of the 90 day period.

TO ALLOW YOUR CLAIM TO BE DEALT WITH EFFICIENTLY PLEASE OBSERVE THE FOLLOWING POINTS.

- 1.** Check **Your Policy** type covers the parts(s) which have caused the breakdown.
- 2.** Call the **Administrator** at the first opportunity if **You** believe **You** may need to make a claim.
- 3.** Do not ask the repairer to notify the **Administrator** of a claim, this must be done by **You** the **Policy** holder.
- 4.** If a repair is started without an authorisation number the costs will be **Your** responsibility and will automatically invalidate any claim under this **Policy**.
- 5.** Please ensure **You** provide **Your Policy** schedule and service records to the repairer.

CLAIMS CONDITIONS

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- 1) The **Administrator** cannot agree to any claim without providing a claims authority number. The repairer must not start any repairs without this number. Please quote **Your** claims authority number each time **You** contact the **Administrator** about **Your** claim and make sure the repairer includes this number on their invoice.
- 2) If when making a claim **You** do not follow the correct procedure, **We** will not be able to pay **Your** claim in this instance.
- 3) No liability shall exist in respect of parts supplied, repairs carried out or any other claim under the **Policy** other than claims made in accordance with the procedures set out in these terms and conditions and for which specific authorisation is given by the **Administrator**.
- 4) **We** reserve the right to provide replacement parts and to carry out repairs under the **Policy** or to arrange for their provision by other persons.
- 5) The **Administrator** may insist that **Your** repairer uses exchanged or reconditioned parts to affect a repair.
- 6) If the part to be replaced has some wear or the part improves the general condition or value of the **Vehicle**, **You** may be required to pay an amount towards the improvement.
- 7) The amount of time allowed for labour will be in line with the manufacturer's/Glass's Guide standard repair times or as specified on the **Policy Schedule**.
- 8) Any reprogramming time required following repair or replacement of a covered item will be limited to a maximum of 1 hour at the maximum hourly labour rate as specified on the **Policy Schedule**. Diagnostic costs will be limited to a maximum of 1 hour at the maximum hourly labour rate as specified on the **Policy Schedule** towards an accepted claim.
- 9) The Insurer and the **Administrator** reserve the right to examine the **Vehicle**, to subject it to expert independent assessment and to name the repairer to be used. The **Administrator** will use the results of any expert independent assessment to determine the amount to be paid in respect of a claim. This will be subject to the claimable limits and the terms and conditions of the **Policy**.

8. POLICY CONDITIONS

You must comply with the following conditions to have the full protection of the **Policy**. If **You** do not comply with them,

We may at **Our** option cancel the **Policy** or refuse to deal with **Your** claim or reduce the amount of any claim payment.

- 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 of the scope of this **Policy**.
- The maximum benefit payable by **Us** in respect of the **Vehicle** is the claims limit on the **Policy Schedule**.

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- This **Policy** shall not acquire a surrender value.
- It shall not be possible for **You** to assign or change the benefits of this **Policy** in any way whatsoever, other than as specified in **Section 9 - TRANSFERRING YOUR POLICY**.
- **We** have the right to take proceedings in **Your** name, in order to recover for **Our** benefit, the amount of any payment made under this **Policy**.
- The following Vehicles are excluded from cover under this **Policy**:
Bentley, Bristol, Bugatti, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Hummer, Honda NXS models, Lamborghini, Lancia Thema, Lotus, Maserati, Maybach, Mitsubishi 3000GT, Marcos, Noble, Rolls Royce, TVR and Vans above 3500KG. Kit cars, Grey imports and any American make of vehicle unless manufactured as right-hand drive for the UK market.; any vehicle not mentioned in Glass's Guide, commercial vehicles over 3500kgs GVW, emergency vehicles, buses, scooters, motorcycles, invalid carriers or vehicles used for road racing, rallying, pace- making, speed testing or any other competitive event or any vehicle which has been modified other than in accordance with the manufacturers specifications and any make of vehicle not built for principle sale in the UK.

Duty of Care

You must not continue to drive the **Vehicle** after any damage or incident if this could cause further damage to the **Vehicle**.

Fraud

You must not act in a fraudulent manner. If **You**, or anyone acting for **You**, make a claim under the **Policy** knowing the claim to be false, or fraudulently exaggerated in any respect; or make a statement in support of a claim, knowing the statement to be false in any respect; or submit a document in support of a claim, knowing the document to be forged or false in any respect; or make a claim in respect of any loss or damage caused by **Your** willful act, or with **Your** connivance, then:

- **We** shall not pay the claim;
- **We** shall not pay any other claim which has been made or will be made under the **Policy**;
- **We** may at Our option declare the **Policy** void;
- **We** shall be entitled to recover from **You** the amount of any claim already paid under the **Policy**;
- **We** shall not make any return of premium and
- **We** may inform the police of the circumstances

Notification of Changes

If any of the following changes occur **You** must notify the **Policy Retailer** immediately.

- Change of address.
- The use of **Vehicle** e.g. being used for Private Hire
- Any modifications to **Your Vehicle**
- The **Vehicle** is used for more than 60 days abroad in any one year

Failure to notify us of any changes may invalidate **You** cover under the **Policy**.

We will then advise **You** of any changes in terms. **You** can contact the **Policy Retailer**.

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9. TRANSFER OF OWNERSHIP

If **You** want to sell the **Vehicle** **You** will be able to transfer the remainder of the **Policy** to the new owner. **You** must apply to The **Policy Retailer** to transfer the **Policy** before **You** sell the **Vehicle**. There is a fee of £25 which **You** must enclose with **Your** application. The **Policy** cannot be transferred if the **Vehicle** is sold to a dealer or trader and the **Policy** will be automatically cancelled on such a sale. The unexpired portion of the **Policy** is transferable upon resale of the **Vehicle** to a private individual, provided that: All documentation relevant to the **Policy** has been passed over to the new owner; and

- The **Vehicle** has been serviced and maintained according to the **Policy**.
- We may declare void any **Policy** where the Proposal / **Policy** Schedule does not correctly show the exact **Vehicle** type, model, age and mileage. If **You** give incorrect information on the Proposal / **Policy** Schedule, the **Policy** may be void or, at The Administrator's option, allowed to continue subject to the payment and receipt of any additional premium that may be required to reflect the correct information.
- The mileage quoted on the Proposal / **Policy** Schedule does not guarantee that this is the true distance the **Vehicle** has covered.
- We will not pay more than the limits shown on the Proposal / **Policy** Schedule or as otherwise restricted in these terms and conditions.
- The **Policy** will only be valid if the Proposal / **Policy** Schedule has been received by The Administrator and the premium has been paid and received in accordance with these terms and conditions. The Administrator has the right to refuse an application for cover.
- **Your** rights as set out in the **Policy** are in addition to **Your** legal rights.
- **You** cannot change these terms and conditions unless **You** have Our written agreement. We may appoint any person to handle claims, including payment thereof. We reserve the right to change at any time any of the parties providing administration or claims handling or related services under the **Policy**.
- At the time of cover the **Vehicle** must be taxed and legal for use on the public highway.

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

10. CANCELLATION

You may cancel the **Policy** within 30 days of the start date without financial penalty provided no claim has been submitted. Thereafter both parties must give 30 days' notice of cancellation. The **Policy** has no surrender value and no premium paid will be refunded after 30 days of the start date.

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11. SERVICING

The **Vehicle** must be serviced in line with the manufacturer's recommended guidelines. If the **Vehicle** has no service history, or the service history is incomplete, the **Vehicle** must be serviced by a VAT-registered garage within twelve months or 12,000 miles (whichever is sooner) from the date **You** bought the **Vehicle**. It must then be serviced in line with the manufacturer's specifications, or every twelve months or 12,000 miles (whichever is the sooner). The servicing must include the following:

- Changing the engine oil and filter
- Checking oil levels in the gearbox and differential, and topping them up if necessary
- Checking the coolant level and the strength of the antifreeze or inhibitor, and topping up if necessary
- Checking the timing belt (if one is fitted) and renewing it if necessary
- Replacing the brake fluid in line with the manufacturer's recommendation

The interval between services must not go over the set time or mileage by more than 21 days or 750 miles. If any circumstances prevent the service from being carried out on time, **You** must immediately send us written notice of this by 'Signed for' mail.

You must keep proof of each service as we may need to check it if **You** make a claim.

The only acceptable proof of servicing will be the fully detailed VAT service invoice, showing the date of the service and the mileage. **You** must keep all these invoices.

If **You** do not provide satisfactory proof of servicing, **Your Vehicle** will not be covered.

Warning

Timing belts [otherwise known as camshaft drive belts]. If **Your Vehicle** has a timing belt, please make sure that it is in good condition and that it is checked and changed in line with the manufacturer's recommendations. If the timing belt breaks it can cause serious and unnecessary engine damage and inconvenience. No responsibility will be accepted for damage caused by the failure of a worn-out timing belt which was not checked at either a purchase or annual inspection.

12. EXTRA BENEFITS

The extra benefits listed below will be provided subject to the limits specified in the Proposal / **Policy** Schedule if any of the parts covered under the **Policy** fail and **You** are stranded with the **Vehicle**.

Vehicle Replacement

The Administrator will pay up to £30 a day [including VAT], for up to a maximum of 7 (seven) days, towards the cost of a replacement **Vehicle**. **You** can only have a replacement **Vehicle** if the **Vehicle** is being repaired under the **Policy** and prior authority has been given by The Administrator's claims department.

Exclusions

- We will not provide a replacement **Vehicle** for the first 24 hours that **You** are without the **Vehicle** or during any delay the repairer may have waiting for parts or commencing repairs.
- We will not cover the costs of or fuel or insurance for the replacement **Vehicle**.
- We will not cover any motoring fines and congestion charges that **You** may incur

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Recovery

If you **have not** chosen the annual breakdown cover product available separately, then the Administrator will pay up to £50 [including VAT] towards the cost of towing the **Vehicle** to the nearest repairer if the **Vehicle** suffers a Mechanical Breakdown. **You** should ensure that **Your** repairer obtains an authority number that covers the recovery, and that the invoice of the person who recovered the **Vehicle** or the repairer's invoice is sent to:

The **Administrator** Defend Insurance s.r.o EMAIL: claims@defendinsurance.co.uk

Overnight Accommodation and Rail Fares

The Administrator will pay up to £60 towards hotel expenses or a return rail ticket if the **Vehicle** suffers a valid Mechanical Breakdown and **You** are unable to return home. We will require **You** to provide proof of the expenditure. **You** cannot claim for the cost of meals and drinks. **You** can only qualify for overnight accommodation and rail fares if the **Vehicle** is being repaired under the **Policy** and prior authority has been given by The Administrator's claims department.

13. 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 on 0161 451 4804; or
- emailing customerservice@defendinsurance.co.uk

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

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

by submitting **Your** complaint online – please see financial-ombudsman.org.uk; or

by email at complaint.info@financial-ombudsman.org.uk; or

by telephone on 0207 964 1000; or

by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR UK.

IMPORTANT: The Financial Ombudsman Service will expect **You** to have followed the above procedure before they accept **Your** case.

Following this complaints procedure does not affect **Your** legal rights.

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14. 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.

15. 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**; and
- **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**.

16. 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 making full disclosure of all material facts and fully responding 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 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.

17. APPLICABLE LAW

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

18. 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 Limited 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

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- by live chat via the FSCS website www.fscs.org.uk/contact-us/.

19. PRIVACY AND DATA PROTECTION NOTICE

Data Protection

Fortegra Europe Insurance Company Limited (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 the United Kingdom (UK) or the European Economic Area (“EEA”). Where **We** transfer **Your** personal data outside of the UK or the 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 Limited, Office 13, SOHO Office The Strand, Fawwara Building, Triq l-Imsida, Gzira, GZR 1401, Malta or via email at dpofficer@fortegramalta.com.