

## Tyre & Alloy Insurance

## Contents

Welcome.....	3
Our agreement .....	3
The meaning of words in this policy .....	4
How we handle claims .....	6
How to make a complaint.....	7
What is insured .....	8
Insured incidents .....	8
What is not insured.....	10
Conditions.....	12
Cancellation .....	14
How you and insurers are protected.....	14

## Welcome

Thank you for purchasing an Alloy Wheel and Tyre insurance policy, which is underwritten by Financial & Legal Insurance Company Limited. You now have Alloy Wheel and Tyre insurance to protect you in relation to the benefits set out in this policy which you must read to ensure it meets your needs.

This policy meets the needs of a customer who wishes to protect against the event that their car tyre sustains accidental or malicious damage, or the alloy wheels are kerbed or scratched accidentally. This insurance covers alloy wheels and tyres, as detailed within this policy document. A summary of the cover provided by this policy is shown in your Insurance Product Information Document (IPID) document.

You are entitled to cancel your policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the Cancellation condition for full details.

Please read your policy document carefully and keep it in a safe place.

## Our agreement

This insurance is a contract between **us** and **you**.

**We** will, subject to the terms of this **policy**, provide **you** with the insurance set out in the **policy** in respect of claims occurring during the **period of insurance** shown in the **policy schedule** and for any subsequent period for which **we** may accept a renewal premium.

**You** must ensure that all the information **you** have given to **us** is accurate to the best of **your** knowledge. **We** will be entitled to refuse to accept a claim where **you** do not take reasonable care not to make a misrepresentation.

The **policy**, **policy schedule** and Insurance Product Information Document (IPID) must be read together as one document. If **you** would like these documents in another format, please let **us** know.

Signed on **our** behalf



Nick Garner, Chief Executive Officer

Financial & Legal Insurance Company Limited

## The meaning of words in this policy

Throughout this document, there are certain words and phrases which have a specific meaning. These apply wherever they appear in **bold** type and are explained below.

<b>Accidental Damage:</b>	The sudden and unforeseen damage to the <b>All(s)</b> and/or <b>alloy wheel(s)</b> on <b>your vehicle</b> caused accidentally. Provided that any damage to <b>tyre(s)</b> or valves would result in an MOT failure, and requires repair or replacement before normal use can be resumed.
<b>Alloy Wheel(s):</b>	The alloy wheels that are of original specification to the <b>vehicle</b> .
<b>Appointed representative:</b>	A firm or trader appointed by <b>our</b> claims department.
<b>Claims Handler:</b>	The company appointed by <b>us</b> to handle <b>your</b> claim under this <b>policy</b> .
<b>Claim Limit:</b>	The maximum amount payable under the individual sections of <b>your policy</b> in any one <b>period of insurance</b> and the maximum limit per individual claim as stated in <b>your policy schedule</b> .
<b>Cosmetic / Smart repair:</b>	A smart repair means 'Small to Medium Area Repair Technique' and is a term given to repair minor, cosmetic damage often remotely, rather than at a repair body shop in a permanent location.
<b>Insurance retailer:</b>	ALA Insurance Brokers
<b>Insurer:</b>	Financial & Legal Insurance Company Limited.
<b>Malicious Damage:</b>	The sudden and unforeseen damage to the <b>tyre(s)</b> and/or <b>alloy wheel(s)</b> on <b>your vehicle</b> and/or <b>alloy wheel(s)</b> caused intentionally by a third party. Provided that any damage to <b>tyre(s)</b> or valves would result in an MOT failure, and requires repair or replacement before normal use can be resumed.
<b>Motor insurance policy:</b>	A policy providing insurance issued by a <b>motor insurer</b> in force during the <b>period of insurance</b> that provides motor insurance. The policy will be for Social, Domestic, Pleasure, Commuting and Class 1 Business use only.

<b>Motor Insurer:</b>	An authorised and regulated UK insurance company who issued <b>you</b> a <b>motor insurance policy</b> .
<b>Period of Insurance:</b>	This <b>policy</b> lasts for the term as detailed on the <b>policy schedule</b> .
<b>Policy:</b>	<b>Your</b> Alloy and Tyre insurance explained within this <b>policy</b> and accompanying <b>policy schedule</b> .
<b>Policy schedule:</b>	The document issued to <b>you</b> which details <b>your</b> name and home address.
<b>Policyholder/You/Your:</b>	The person(s) shown in the <b>policy schedule</b> attached to this <b>policy</b> and named on the <b>motor insurance policy</b> driving the insured <b>vehicle</b> .
<b>Territorial Limits:</b>	The United Kingdom (England, Wales, Scotland & Northern Ireland).
<b>Terrorism:</b>	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
<b>Tyre (s):</b>	The <b>tyre(s)</b> fitted to the <b>vehicle</b> , including the spare <b>tyre</b> (if any).
<b>Vehicle(s):</b>	The motor <b>vehicle</b> specified in the <b>policy schedule</b> , and which is not older than seven (7) years and free from damage at the start date of this <b>policy</b> and that has been purchased within 30 days of the <b>policy</b> start date from a VAT registered motor dealer. <b>You</b> must provide a set of photographs of the <b>tyres</b> and <b>alloy wheels</b> within 14 days of the <b>policy</b> start date.
<b>Wear and Tear:</b>	The gradual deterioration associated with normal use and age of the <b>vehicle</b> and its components.
<b>We/Us/Our:</b>	Financial & Legal Insurance Company Limited.

## Important Information You Must Give Us

Under the Consumer Insurance (Disclosure and Representations) Act 2012, you must:

- Give full and honest answers to all the questions **we** or **your insurance Retailer** ask when **you** apply for this insurance.
- Make sure all the information **you** give is true and correct.
- Tell **us** as soon as possible if anything **you've** told us changes.

**You** must take reasonable care to give complete and accurate answers when **you** buy, renew, or change **your policy**. If the information **you** give is wrong or incomplete, **your policy** might not be valid. This means it might not cover **you** if **you** make a claim, or **we** might only pay part of **your** claim.

## How we handle claims

This section explains how to report a claim, what **we** will do, and what **we** expect from **you**.

All claims must be logged online.

**You** can do this by visiting: <https://AlloyScratchDentFL.davies-group.com>

If **you** need to contact **us** regarding **your** claim:

- Call on: 0161 3939907
- Email at: [Valid8Admin@davies-group.com](mailto:Valid8Admin@davies-group.com)
- Write to: Financial & Legal Insurance Company Limited, 5400 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GQ.

## What happens if you make a claim

If **you** make a claim that is covered by your **policy**, **you** will need to send **us** evidence that shows what happened.

**We** may use an independent company to handle the claim for **us**.

**You** will need to provide photos showing the damage.

**For tyre claims:**

- **You** must pay for the repair or replacement first.
- Then send **us** a copy of the invoice.
- **We** also need a report from the repairer confirming how much tread was left on the damaged tyre. A **tyre** that is below 2mm tread depth across any of the tread pattern is not covered by this policy.

## How to make a complaint

Our aim is to provide a first-class standard of service at all times.

If **you** feel that **you** have been let down and **you** wish to raise a complaint about the sale of this **policy**, please contact **your insurance retailer**.

If **you** feel that **we** have let **you** down in any other way and **you** would like to make a complaint, please contact **us** on one of the following methods:

- Call **us** on: 0161 603 2230
- Email **us** at: [complaints@financialandlegal.co.uk](mailto:complaints@financialandlegal.co.uk)
- Write to **us** at:  
The Compliance Department  
Financial & Legal Insurance Company Limited  
5400 Lakeside  
Cheadle Royal Business Park  
Cheadle  
Cheshire  
SK8 3GQ

Please include the reference number on **your policy schedule** in all correspondence.

Our colleagues will attempt to resolve **your** complaint within 3 business days of receiving it. If we can, a summary resolution communication letter will be sent to **you**.

If **we** cannot resolve it within 3 business days, **we** will:

- Send **you** an acknowledgement of your complaint.
- If the complaint is still not resolved within **4 weeks**, **we** will write to **you** to explain what is happening.
- A final response letter will be sent within **8 weeks** of receiving your complaint.

If **you** are still not satisfied after receiving our final response, **you** can contact the **Financial Ombudsman Service**:

- Address: Exchange Tower, London, E14 9SR
- Telephone: 0800 023 4567
- Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- Website: <https://www.financial-ombudsman.org.uk>

Using the Ombudsman service does not affect **your** right to take legal action.

## What is insured

This section explains what is covered by this **policy**. It sets out the specific incidents that are insured and the circumstances in which **we** will provide cover.

There are other important sections in this document that explain:

- what is not insured,
- the conditions that apply, and
- how **we** handle claims.

**You** must have provided **us** with at least four photographs - one of each alloy wheel and tyre on **your** vehicle within 14 days of the **policy** start date for cover to apply.

## Insured incidents

This section sets out the specific incidents that are covered by this **policy**. Each area of cover is explained clearly, including what is and isn't insured, along with any limits or conditions that apply.

## Tyre

What's covered	What's not covered
<p>Within the <b>period of insurance</b>, <b>we</b> will pay the costs of repairing or replacing a tyre if the damage prevents the vehicle from being used normally. The amount <b>we</b> will pay is subject to the overall claim limit and the limit that applies to each tyre claim. Cover applies in the following situations:</p> <ul style="list-style-type: none"><li>a. Sudden and unforeseen deflation or other damage to the <b>tyre</b> itself caused by <b>accidental damage</b>;</li><li>b. Sudden and unforeseen deflation or other</li></ul>	<p><b>We</b> will not pay any claims for:</p> <ul style="list-style-type: none"><li>a. More than the <b>cover limit</b> shown in your <b>policy schedule</b> for all claims made within any 12 month period</li><li>b. <b>Malicious damage</b> that is not reported to the Police and where a claims reference number is not provided</li><li>c. A <b>tyre</b> that is below 2mm tread depth across any part of the tread pattern</li><li>d. Damage that has occurred outside the <b>territorial limits</b>;</li><li>e. Damage to any part of the <b>vehicle</b> other than the insured <b>tyre(s)</b>, even if caused by the <b>tyre</b> damage;</li><li>f. Loss of use of <b>your vehicle</b> or any other related or incidental losses;</li><li>g. General wear and tear or deterioration from normal use, where the <b>tyre(s)</b> have reached the end of their effective working life and should</li></ul>



<p>damage to the <b>tyre</b> valve caused by <b>accidental damage</b>;</p> <p>c. <b>Malicious damage</b> to the <b>tyre</b> or valve.</p>	be replaced
---	-------------

## Alloy Wheels

What's covered	What's not covered
<p>Within the <b>period of insurance</b>, <b>we</b> will pay for the cost of repairs resulting from <b>accidental damage</b> or <b>malicious damage</b> to <b>your alloy wheels</b>, as long as the damage occurred within the <b>territorial limits</b>. The amount <b>we</b> will pay is subject to the overall claim limit and the limit per <b>alloy wheel</b> repair.</p> <p>Claims will be handled by <b>our</b> claims department and repairs will be carried out by an <b>appointed representative</b>. If the <b>alloy wheel</b> is damaged beyond the point where a <b>cosmetic</b> or <b>smart repair</b> can be completed, <b>we</b> will reimburse up to a maximum of £250 towards the cost of refurbishment or if necessary, replacement of the <b>alloy wheel</b>.</p>	<p><b>We</b> will not pay any claims for:</p> <ul style="list-style-type: none"> <li>a. More than the <b>cover limit</b> shown in your <b>policy schedule</b> for all claims made within any 12 month period</li> <li>b. <b>Wear and tear</b>, corrosion, pitting, discolouration, tar staining, neglect or any defect not caused by <b>accidental damage</b> or <b>malicious damage</b></li> <li>c. Theft of <b>alloy wheels</b></li> <li>d. <b>Alloy wheels</b> with split rim construction or with chrome effect.</li> <li>e. Non-standard, aftermarket <b>alloy wheels</b>.</li> <li>f. Damage caused by driving whilst a <b>tyre</b> is deflated or as a result of <b>tyre</b> replacement;</li> <li>g. Damage present on any <b>alloy wheels</b> prior to the start of this <b>policy</b>.</li> <li>h. Any costs incurred prior to <b>our</b> acceptance of <b>your</b> claim.</li> </ul>

## What is not insured

These are general exclusions that apply to the whole **policy**. This means there are some situations where **we** cannot provide cover. Please read them carefully, as **you** will not be covered in these cases.

### 1. Prior claims

**You** can't claim for anything that already happened or that **you** knew might happen before your insurance started.

### 2. Dishonesty, deliberate acts, violence and fraud

Any claim

- involving actual or alleged dishonesty or violence by **you**;
- or statement which is overstated, false or fraudulent;
- for loss or damage caused by or arising from **your** intentional act of willful neglect; or where **you** fail to follow the instructions in the 'How we handle claims' section.

**We** have the right to refuse to pay a claim or to cancel this insurance from the date of the act.

### 3. Other insurance

Any costs, which can be recovered by **you** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s). **We** will only pay **our** share of any claim.

### 4. Territorial limits

Any claim which occurs outside the **territorial limits** shown in this **policy**

### 5. War risks

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000, or damage to property by or under the authority of any government, public or local authority.

### 6. Radioactive contamination and pressure waves

Any claim, which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event.

- a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;

- c. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## 7. Excluded Vehicles

Cover does not apply to the following types of **vehicles**:

- Used for hire, reward, dispatch, courier work
- **Vehicles** used for driving instruction
- **Vehicles** with a carrying capacity over 3,500kg
- Heavy goods **vehicles**
- Service **vehicles** (e.g. police, ambulance)
- Taxis & Chauffeur **vehicles**.
- Buses
- Motorcycles or scooters  
Used for road racing, track day participation, rallying, pace making, speed testing, or other competitive events.

## 8. Loss in Value

Any reduction in the value of the **vehicle** caused by repairs or work carried out under this **policy**.

## 9. Photographs of the vehicle

Any claim where **you** have not provided **us** with photographs of all **tyres** and **alloy wheels** before the incident that led to the claim.

## 10. Manufacturer faults

Any claim arising from manufacturing defaults or manufacturer's recall concerning **your vehicle**.

## 11. Deliberate Damage

Any claim for damage caused deliberately by you, or due to something you failed to do.

## 12. Fire or theft

Any claim arising from fire or theft.

# Conditions

These are requirements which need to be continually met to ensure **your** cover is valid. Please follow these guidelines carefully.

## 1. Observance of terms

Anyone making a claim under this **policy** must have **your** permission and follow the terms under this **policy**.

## 2. Third Party Rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person in relation to the Contracts (Right of Third Parties) Act 1999. This means only the people named in this policy can claim on it. No one else has any rights under this policy.

## 3. Recoveries – Getting money back

**We** reserve the right, at **our** own expense, to take over proceedings in **your** name to recover any payment made under this **policy**. If **you** recover costs previously paid under this **policy** those costs must be immediately repaid to **us**. This means if **we** pay **you** for something and later someone else pays **you** for the same thing, **you** must give that money back to **us**. **We** may also try to get our money back from others, and **we** might do this using **your** name.

## 4. Governing Law

This **policy** is subject to the law applicable to **your** place of residence in the **territorial limits**.

## 5. Assignment

This insurance is between and binding upon **us** and **you** and their respective successors in title, but this insurance may not otherwise be assigned by **you** to anyone else without **our** prior written consent.

## 6. Motor Insurance Policy

**You** must have a motor insurance policy for the **vehicle** listed in your **policy schedule** throughout the duration of the **policy**.

## 7. Claims:

To make a claim, **you** must:

- Make sure the **vehicle** must be free of any pre-existing faults that may lead to a claim under this **policy** at the time of issue of the **policy**;
- Take reasonable steps to prevent loss or damage to the **vehicle** and follow the terms and conditions of this **policy**
- Provide a suitable off the road location for the repairs to be carried out. If **you** are unable to do so, the **appointed representative** will not be able to carry out the repair. **You** will instead be reimbursed up to a maximum amount specified in the **policy**. The size of the area

required will be dependent upon the repair required. Please contact **our** claims department if **you** require examples of the area required

- **We** will pay the cost of materials and labour up to the maximum amount specified in the **policy**
- Repairs under this **policy** can only be carried out by the **appointed representative**
- **We** reserve the right to take over and carry out the pursuit, defence and settlement of any claim in **your** name after a payment has been made under this **policy** to recover **our** outlay from a third party or their insurer and **you** must assist **us** in doing so
- If **we** need to dismantle the **vehicle** or a covered component to check whether the claim is valid, **you** must give **our claims department** permission to do this. Any costs incurred will only be covered as part of a valid claim
- If **you** refuse to allow the **appointed representative** to carry out the repair, **our** liability under the **policy** will end

## 8. Change of Vehicle:

If **you** change **your vehicle**, **you** can ask **us** to transfer this **policy**. **We** may agree to the transfer if **your** new **vehicle** meets the **policy** criteria. **You** must contact **your Insurance retailer**, who will decide on **our** behalf if the **policy** can be transferred. If approved, they will issue a new **policy schedule**.

**We** will only accept a claim under this **policy** if the transfer has been agreed by **us** and the **vehicle** which is the subject of any claim is named in the **policy schedule**.

## 9. Multiple areas of damage:

If **your vehicle** has multiple areas of damage caused by the same incident, each repair will be treated a separate claim for the purposes of the **policy claims limit**.

## 10. Fraud and Misuse of Your Policy

We're committed to keeping things fair for all our customers. That's why we have a zero-tolerance approach to fraud.

When you make a claim, you must provide honest and accurate information. This includes clear, unedited photos of the damage, taken at the time it happened. If we believe that any photos or documents have been changed, staged, or provided after the damage occurred, we may:

- reject your claim or cancel your policy;
- ask for more evidence, such as metadata or time-stamped images;
- recover any money paid to you in error;
- report the matter to the police or fraud prevention bodies.
- Trying to take out cover after damage has already happened, or sending in false evidence, is fraud – and we'll always take action to protect genuine customers.

## Cancellation

If **you** cancel this **policy** within 14 days of its start date, you won't pay anything, provided that there have been no claims.

If **you** cancel after 14 days and have not made a successful claim on **your policy**, **you** will be entitled to a pro rata refund based on the number of full, unused months remaining on **your policy**.

If **you** have made a successful claim, the full premium is due to **us**.

**We** may cancel this **policy** at any time, provided that **we** give **you** 7 days' notice and there is a valid reason for doing so. Valid reasons for cancellation include but are not limited to fraud or dishonesty.

If **we** cancel this **policy**, **we** will provide a pro rata refund of any unused premium. However, if the cancellation is due to fraud or dishonesty, no refund will be given. If **we** cancel the **policy**, **we** will write to **you** at **your** address shown in **our** records.

## How you and insurers are protected

Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If they are unable to meet their obligations under this **policy**, **you** may be entitled to compensation from the Compensation Scheme.

## How we use your personal information

**We** are Financial & Legal Insurance Company Limited, referred to as “we/us/our” in this notice. **Our** data controller registration number issued by the Information Commissioner’s Officer is **Z561011X**.

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a **policy**. **We** refer to these individuals as “you/your” in this notice.

**We** are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

### Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance **policy** and meet **our** contractual requirements under the **policy**. **You** do not have to provide us with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

### What information do we collect about you?

Where **you** have purchased an insurance **policy** through one of **our** brokers, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance **policy**. For specific types of insurance policies, for example when offering **you** a travel insurance **policy**, **we** may process some special categories of **your** personal data, such as information about **your** health.

**We** have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance **policy** with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

### Financial & Legal Insurance Company Limited’s full privacy notice

This notice explains the most important aspects of how **we** use **your** data. **You** can get more information about this by viewing **our** full privacy notice online at <http://financialandlegal.co.uk> or request a copy by emailing us at [info@financial&legal.co.uk](mailto:info@financial&legal.co.uk). Alternatively, **you** can write to **us** at: Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, 5400 Lakeside, Cheadle, SK8 3GQ.

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202915. Registered in England under Company No. 03034220.