

Alloy Wheel & Tyre Insurance

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Welcome

Thank **You** for purchasing **Our Alloy Wheel & Tyre** Insurance, underwritten by Financial & Legal Insurance Company Limited.

We designed this policy to give **You** peace of mind if **Your Vehicle's Tyres** are damaged or **Your Alloy Wheels** are accidentally or maliciously damaged.

Key information about Your cover:

- **Specialist cover:** Protection against accidental or **Malicious Damage** to **Tyres** and accidental or **Malicious Damage** to **Alloy Wheels**
- **Repairs by specialists:** Claims are managed by **Our Claims Handler**, with repairs carried out by **Appointed Representatives**
- **Clear Claim Limits:** Cover applies up to the limits shown in **Your** policy **Schedule**
- **Simple cancellation:** **You** can cancel within 14 days for a full refund if no claim has been made

Please read this policy 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 **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, **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.

Term	Definition
Accidental Damage	Sudden and unforeseen damage to Tyres and/or Alloy Wheels caused accidentally, where the damage would result in an MOT failure and requires repair or replacement before normal use can resume.
Alloy Wheel(s)	Alloy Wheels of the original manufacturer's specification fitted to the Vehicle .
Appointed Representative	A firm or trader appointed by Our Claims Handler to carry out repairs.
Claims Handler	The company appointed by Us to handle Your claim under this policy.
Claim Limit	We will pay for any one claim and the maximum number of claims You may make during each Period of Insurance, as set out below and in Your policy Schedule. Depending on the level of cover selected at policy inception, Your policy will permit either: • a maximum of two (2) claims per Annum, or • a maximum of four (4) claims per Annum. This applies to all claims for Tyres and Alloy Wheels, whether for repair or replacement. Each repair or replacement of a Tyre or Alloy Wheel constitutes one claim, subject to the aggregation provisions set out in this policy.

Cosmetic / SMART Repair	A Small to Medium Area Repair Technique used to repair minor Cosmetic damage, often remotely rather than at a bodyshop.
Excess	The amount You must pay towards each claim, as shown on Your Schedule . The Excess will either be: • deducted from any settlement We make; or • payable directly by You to the Claims Handler, depending on how the claim is settled.
Insurance Retailer	The firm or broker who sold You this policy.
Insurer	Financial & Legal Insurance Company Limited.
Malicious Damage	Sudden and unforeseen damage intentionally caused by a third party to Tyres or Alloy Wheels , where the damage would result in an MOT failure.
Motor Insurance Policy	A UK Motor Insurance Policy in force during the Period of Insurance , for Social, Domestic, Pleasure, Commuting and Class 1 Business use only.
Period of Insurance	The period shown on Your policy Schedule .
Schedule	The document issued with this policy that shows Your details and cover limits.
Territorial Limits	The United Kingdom (England, Wales, Scotland and Northern Ireland).
Tyre (s)	The Tyres fitted to the Vehicle , including the spare Tyre if fitted.
Vehicle(s)	The Vehicle shown in Your policy Schedule , not more than seven (7) years old, free from damage at policy start, and purchased within 30 days from a VAT-registered motor dealer.
UK Resident	A person who ordinarily lives in the United Kingdom at the time the policy is purchased and for the duration of the Period of Insurance .

Wear and Tear	Gradual deterioration due to normal use mileage, age, usage patterns or lack of maintenance, including but not limited to: • loss of Tyre tread through normal driving; • deterioration caused by repeated use; • Cosmetic defects to Alloy Wheels not arising from a single, sudden and identifiable incident; • corrosion, pitting, discolouration or surface degradation over time. Damage falling within this definition is not Accidental Damage or Malicious Damage and is not covered.
We/Us/Our	Financial & Legal Insurance Company Limited.
You/Your	The person named in the policy Schedule and on the Motor Insurance Policy .

What is insured

This section explains what is covered by this policy, the insured incidents, and the circumstances in which **We** will provide cover. **You** must provide clear photographs of the vehicle including, all **Tyres** and **Alloy Wheels** within 7 days of the Policy start date for cover to apply.

Cover Type	Benefit
Protection against accidental tyre damage	If a Tyre is damaged by Accidental Damage and cannot be used safely, We will pay for repair. Replacement will only be considered where repair is not technically possible or would be unsafe, subject to the applicable Claim Limit .
Protection against malicious tyre damage	If a Tyre is damaged intentionally by a third party, We will pay for the cost of repair or replacement where repair is not technically possible or would be unsafe, subject to evidence requirements and applicable Claim Limit .
Alloy wheel damage cover	Cover for Accidental Damage or Malicious Damage to Alloy Wheels , including kerbing and Cosmetic damage,

	subject to the Claim Limit per wheel. Repairs will be carried out using approved Cosmetic or SMART Repair techniques wherever technically possible.
Replacement and refurbishment limitations	Replacement of a Tyre or Alloy Wheel will only be considered where a repair is not technically possible or would be unsafe. Any contribution towards replacement or refurbishment: • is subject to the applicable Claim Limit; • counts towards the maximum number of claims permitted per annum. • strictly like-for-like and must not result in betterment, upgrade or enhancement beyond the condition immediately prior to the damage.
Approved repairs or reimbursement	Repairs must be carried out by an approved or VAT-registered repairer appointed by Us . Where repair by an appointed repairer is not possible, We may reimburse You up to the applicable Claim Limit .
Multiple claims allowed	You may make more than one claim during the Period of Insurance , subject to the maximum number of claims and limits shown in Your policy Schedule . Each damaged Tyre or Alloy Wheel is treated as a separate claim.

Exclusions and Limitations

This insurance does not cover, and **We** will not make any payment for, the following:

Exclusion / Limitation	What this means
Wear and Tear	Gradual deterioration associated with normal use and age of the Vehicle , including Tyres and Alloy Wheels .

Pre-existing damage	Any damage to Tyres or Alloy Wheels that existed before the Cover Start Date or was present when cover began.
Insufficient tread depth	A Tyre with less than 2mm of tread depth across any part of the tread pattern is not covered.
Non-standard alloy wheels	Alloy Wheels that are non-standard, aftermarket, split-rim, chrome-effect or not of the original manufacturer's specification.
Diamond cut / specialist alloy wheels	Diamond-cut Alloy Wheels are eligible for Cosmetic Repair only where such repair is technically possible. Where a diamond-cut Alloy Wheel cannot be repaired safely using approved repair techniques: • a contribution towards refurbishment or replacement may be offered at Our discretion, subject to the applicable Claim Limit; and • repeat repairs or replacements to the same wheel may be restricted or declined. Split rim, chrome effect or non-standard Alloy Wheels remain excluded.
Corrosion, pitting or discolouration	Damage caused by corrosion, pitting, discolouration, tar staining, neglect or climate-related deterioration.
Theft	Theft or attempted theft of Tyres or Alloy Wheels .
Driving on a deflated tyre	Damage caused by driving while a Tyre is deflated or unsafe to use.
No Betterment	This policy is intended to restore the Tyre or Alloy Wheel to a roadworthy and serviceable condition only.

	We will not provide cover for any improvement, upgrade or enhancement beyond the condition, specification or remaining usable life immediately prior to the damage occurring. All repairs and replacements must be strictly like-for-like, taking account of the condition of the damaged item at the time of loss. Where a replacement Tyre is provided, We reserve the right to take account of the remaining usable tread at the time of damage and to limit any contribution to the cost of restoring roadworthiness only.
Damage from tyre replacement	Damage to Alloy Wheels caused during Tyre fitting, removal or replacement.
Recoverable losses	Any costs that can be recovered from another insurance policy, warranty, manufacturer, retailer or third party.
Costs incurred before claim acceptance	Any repair, refurbishment or replacement costs incurred before We have accepted the claim.
Claims outside Territorial Limits	Any damage occurring outside the United Kingdom.
Malicious damage not reported	Malicious Damage that is not reported to the police or where a crime reference number is not provided.
Excluded vehicles and uses	Vehicles used for hire or reward, driving instruction, racing, track days, competitions or other excluded uses.
Consequential losses	Any indirect losses, including loss of use, inconvenience or additional costs not directly related to repairing or replacing the Tyre or Alloy Wheel .
Manufacturer faults or recalls	Damage arising from manufacturing defects, recalls or goodwill repairs issued by the manufacturer.

Deliberate damage or fraud	Damage caused deliberately by You , or any fraudulent, exaggerated or dishonest claim or evidence.
Fire or theft events	Damage arising from fire or theft, whether partial or total.
Failure to provide photographs	Any claim where required photographs of the Tyres or Alloy Wheels were not provided in line with the policy conditions.
War risks and terrorism	Any claim arising from war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, terrorism or alleged acts of terrorism as defined by the Terrorism Act 2000, or action taken by any government or public authority.
Radioactive contamination and pressure waves	Any claim arising from ionising radiation, radioactive contamination, nuclear fuel or waste, nuclear assemblies, or pressure waves caused by aircraft or other airborne devices travelling at sonic or supersonic speeds.

Eligibility

You can take out this Insurance if, at the cover start date and throughout the **Period of Insurance**:

- **You** are a **UK Resident** aged 18 or over.
- **You** are the registered owner or registered keeper of the **Vehicle**
- The **Vehicle** is shown on the **Schedule**.
- The **Vehicle** is no more than seven (7) years old.
- The **Tyres** and **Alloy Wheels** are free from damage at the cover start date.

- **You** have a valid **Motor Insurance Policy** in force for the **Vehicle** for Social, Domestic, Pleasure, Commuting and Class 1 Business use only (motor trade insurance is excluded).
- The **Vehicle** has been purchased from a VAT-registered motor dealer within the required timeframe.
- **You** provide photographs of all **Tyres** and **Alloy Wheels** within 7 days of the cover start date, in accordance with the policy conditions.

Vehicle ownership and use

Cover is intended for privately used consumer **Vehicles** only.

The **Vehicle** must not be:

- used for hire or reward, courier, delivery, or dispatch purposes;
- used for driving instruction;
- used for racing, track days, competitions, speed testing or off-road use;
- a motorcycle, scooter or heavy goods **Vehicle**;
- a taxi, minicab, chauffeur **Vehicle**, bus or service **Vehicle**;
- used in connection with the motor trade, including **Vehicles** held for resale.

Personal consumer finance agreements such as Personal Contract Purchase (PCP) or Hire Purchase (HP) are permitted, provided all other eligibility requirements are met.

If these requirements are not met at the cover start date or cease to be met at any point during the **Period of Insurance**, **Your** claim may be declined.

Policyholder Obligations

To keep this Insurance valid, **You** must:

- Take reasonable care of the **Vehicle**, including its **Tyres** and **Alloy Wheels**.
- Not continue driving if it is unsafe to do so.
- Tell **Us** as soon as possible if damage occurs.

- Follow the claims process set out in this policy.
- Provide photographs, invoices and any other information **We** reasonably request to assess a claim.

Failure to meet these obligations may result in a claim being reduced or declined where this has affected the loss or **Our** ability to assess the claim.

Claims Conditions

These Claims Conditions apply when **You** make a claim and are in addition to the ongoing policyholder Obligations set out above.

To make a claim under this Insurance, **You** must:

- Notify **Us** as soon as reasonably possible after damage occurs.
- Not start repairs before the claim has been accepted, unless emergency action is required to make the **Vehicle** safe.
- Use an approved or VAT-registered repairer where required by this policy.
- Provide invoices, photographs and supporting evidence if requested.
- Where **We** settle a claim by reimbursement, the **Excess** will be deducted from the amount payable to **You**.
- Where **We** arrange repair or replacement through an **Appointed Representative**, **You** must pay the **Excess** directly to the **Claims Handler** before or at the time the **repair or replacement** is carried out.
- Failure to pay the **Excess** may result in **Your** claim not being progressed or settled.
- Take reasonable steps to prevent further damage.

If these conditions are not met, **We** may decline to pay the claim, particularly where this increased the loss or prevented proper assessment of the claim.

Cost

The cost of this Insurance is shown on **Your Schedule**.

Fraud, Misrepresentation and Non-Disclosure

You must provide honest and accurate information when buying this policy and when making a claim.

If **You**, or anyone acting on **Your** behalf:

- Provides false, misleading or incomplete information, or
- Makes a fraudulent or exaggerated claim,

We may take one or more of the following actions where this has materially affected **Our** assessment of the risk, the claim, or resulted in a loss:

- Decline the claim,
- Cancel the policy,
- Recover any payments made, and
- Share information with fraud prevention agencies or authorities.

How we handle claims

This section supplements the Claims Conditions set out elsewhere in this policy and 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: <http://claims.financialandlegal.co.uk>

If **You** need to contact **Us** regarding **Your** claim:

- **Call on:** 0161 3939935
- **Email at:** gicclaims@financialandlegal.co.uk
- **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.

You must also pay any applicable **Excess**. Where **We** reimburse **You**, the **Excess** will be deducted from the amount **We** pay.

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** with less than 2mm tread depth is not covered, in line with the policy exclusions.

How to make a complaint

Our aim is to always provide a first-class standard of service. If **You** wish to raise a complaint about the sale of this **Policy**, please contact **Your Insurance Retailer**.

If **You** wish to raise a complaint about anything else, please contact **Us** using one of the following methods:

- **Call Us on:** 0161 603 2230
- **Email Us at:** 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 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
- **Website:** <https://www.financial-ombudsman.org.uk>

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

Complaints about your personal data

If **Your** complaint relates to how **We** collect, use, store or handle your personal data, **We** will:

- manage **Your** complaint in line with our Data Protection Complaints Procedure
- acknowledge **Your** complaint within one month of receiving it
- work to resolve **Your** concerns as quickly as possible

Our aim is to resolve **Your** concerns fairly. If **You're** not satisfied with **Our** response, **You** have the right to raise **Your** complaint with the Information Commissioner's Office (ICO), the UK's independent authority for data protection.

For complaints about personal data please contact the Information Commissioner's Office (ICO) using one of the following methods:

- **Call on:** 0303 123 1113
- **Write to:** Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF
- **Website:** <https://ico.org.uk>

Policy Cancellation

Within the 14-Day Cooling-Off Period

You may cancel this Insurance within 14 days of the cover start date for a full refund, provided no claim has been made.

After the 14-Day Cooling-Off Period

If **You** cancel after 14 days and no claim has been made, **You** will receive a pro-rata refund based on the remaining cover period.

If a claim has been made, no refund will be due.

Insurer Cancellation

We may cancel this policy by giving **You** 7 days' notice where there is a valid reason, including fraud or dishonesty. If **We** cancel for this reason, no refund will be provided.

Law & Jurisdiction

This policy is governed by the law applicable to **Your** place of residence within the United Kingdom, and any disputes will be subject to the jurisdiction of the courts within those **Territorial Limits**.

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 and claim counting:

If damage occurs to more than one **Tyre** or **Alloy Wheel**, whether arising from the same incident or separate incidents:

- each damaged **Tyre** will be treated as a **separate claim**; and
- each damaged **Alloy Wheel** will be treated as a **separate claim**.

Where multiple areas of damage arise from a single incident, each repair or replacement will count individually towards the maximum number of claims permitted per annum during the **Period of Insurance**.

10. Malicious Damage:

Where a claim is made for **Malicious Damage**, **You** must:

- report the incident to the police as soon as reasonably possible; and
- provide a valid crime reference number; and
- provide reasonable supporting evidence upon request.

Failure to meet these requirements will result in the claim being declined.

11. Pre-cover vehicle condition

As a condition precedent to cover, **You** must provide clear photographic evidence of all **Tyres** and **Alloy Wheels**:

- within 7 days of the policy start date; and
- before any claim can be accepted.

Any damage, wear, scuffing or defect visible in the submitted photographs will be deemed pre-existing damage and is permanently excluded from cover.

Failure to provide photographs within this timeframe will result in cover not applying.

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/Y+our" 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 . 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.