

INSURANCE POLICY

This policy is a contract between you and the Insurer, Helvetia Global Solutions Ltd, UK Branch. Establishment number: BR024650. Helvetia Global Solutions Ltd is authorised and regulated by the Liechtenstein Financial Market Authority, Authorised by the

Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Registered on the Financial Services Register under the firm reference number 454140

IMPORTANT – This **policy** requires **Pre-Cover Condition Assessment** images to be submitted by email within fourteen (14) days of purchasing this **policy** to imagesubmission@spectrumcover.co.uk. Further details regarding this are in the “**Pre-Cover Condition Assessment** requirements Process” document as well as in section 3 (“Definitions”)

1. ABOUT YOUR ALLOY WHEEL INSURANCE

Your Alloy Wheel Insurance is designed to keep the **Alloy Wheel(s)** fitted to **Your Vehicle** in good condition throughout the **Period of Cover**.

Alloy Wheel Insurance provides repairs or replacement **Alloy Wheel(s)** for unavoidable **Accidental** or **Malicious Damage** without affecting **Your** motor insurance.

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

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

We have listed words with special meanings in **Definitions** below. These words are printed in bold whenever they appear in this document.

We have listed the **Exclusions** that apply to **Your Alloy Wheel Insurance** below.

Please read this document carefully as **Your** failure to comply with any of its terms may render **Your Alloy Wheel Insurance** invalid and could jeopardise the payment of any claim which might arise.

This document tells **You** what is covered, how Spectrum

Insurance Services Limited will administer claims and other important information.

This Alloy Wheel Insurance is underwritten by Helvetia Global Solutions Ltd.

Consumer Insurance

(Disclosure & Representations) Act 2012

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

- I. Supply accurate and complete answers to all the questions **We** or the **Administrator** may ask as part of **Your application** for cover under the policy;
- II. To make sure that all information supplied as part of **Your application** for cover is true and correct;
- III. Tell **Us** of any changes to the answers **You** have given as soon as possible.

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

2. ELIGIBILITY

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

2.1 **You** reside in the United Kingdom, or if **You** are a partnership, company or other legal entity **You** are registered in England and Wales, Northern Ireland or Scotland;

2.2 **We** have accepted **Your application**;

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

2.4 **You** have provided the information required for the **pre-cover condition assessment**;

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

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

3. DEFINITIONS

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

Administrator means Aequitas Automotive Limited acting on behalf of **The Insurer**. Aequitas Automotive Limited is authorised and regulated by the Financial Conduct Authority with Financial Conduct Authority Number 821163. Aequitas Automotive Limited is registered in England and Wales with company number 7347606 and its registered office is at 56 Hamilton Square, Birkenhead, Wirral, CH41 5AS Telephone: 0800195 4926

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

Accidental Damage: means a sudden and unforeseen event that caused damage.

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

Application means any written or verbal declaration together with any additional information **you** may have supplied to **us** in support of **your application** for this insurance cover;

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

Claims Administrator means Spectrum Insurance Services Limited who will provide administrative services on our behalf.

3. DEFINITIONS (CONT.)

Spectrum Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference Number 309230). This information can be checked by visiting the Financial Conduct Authority's website. Spectrum Insurance Services Limited is registered in England: under company number 05129413;

Claims Limit: means the maximum amount that this insurance cover will pay for any one claim and all claims in total during the **period of insurance** as shown on **your schedule**. The first 12 month period begins on the inception date of the period of cover and each consecutive 12 month period on its anniversary date. You cannot carry over unused claims to a following year. These amounts are inclusive of VAT. If **you** are registered for VAT then **we** will not pay the VAT element of any claim under this insurance cover;

Data Controller: The **Insurer**, who determines the purposes and means of processing **Your** personal data.

Excess: means the amount shown on the **schedule** that **you** will have to pay towards any claim. If the **Repairer** repairs more than **incident** during a call out **you** will be charged an **excess** for each additional repair.

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

Insurer: means Helvetia Global Solutions Ltd.

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

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

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

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

Pre-Cover Condition Assessment: means before cover under this **policy** can commence, **you** must provide clear and recent photographic images of **your alloy wheel(s)** to enable a pre-cover assessment to be completed by the **administrator**.

You are required to submit a minimum of four (4) photographs showing the: 1. Front left; 2. Front right; 3. Rear left; 4. Rear right; and if applicable; (5) Spare wheel if this is a full size **alloy wheel** of **your vehicle**.

Each photograph must clearly show the entire side or section of the **alloy wheel** in one frame, be well-lit, in focus, and accurately represents the condition at the time of submission.

The required photographs must be submitted within fourteen (14) days from the date of purchase of this **policy** and must be accepted by the **administrator**. **Your policy** will cease to be

active if **you** do not supply the images within the required timeframe. In any event, these images must be provided to the **administrator** before any claim can be made against the **policy**.

Any **minor damage**, defects, **wear & tear**, or cosmetic imperfections visible in the submitted photographs will be deemed pre-existing damage and will not be covered under this **policy** at any time during the **period of cover**.

Failure to submit the required photographs within the 14-day period, or where the submitted images show significant damage, excessive wear, or a condition that falls outside the eligibility criteria of this **policy**, or submission of photographs that were taken more than thirty (30) days before the **policy** was bought; were unclear, misleading, or do not accurately represent the **alloy wheel(s)** condition, the **administrator** reserves the right to cancel the **policy** deeming the **policy** ineffective from inception. In such circumstances, no claims will be accepted, no cover will apply and a full refund of the **premium** paid will be issued.

Premium: means the amount that **you** have agreed to pay **us** in respect of this insurance cover in accordance with the terms of this **policy**;

Repairer: means a company authorised by the **administrator** to undertake **repairs** to **your vehicle**.

Schedule: means the document that includes **your** details, **your vehicle** details, the **period of cover** and the **claim limit (s)**;

Start Date: the date on which this insurance cover starts as shown in **your schedule**.

Territorial Limits: means the area in which this insurance cover is effective being UK Mainland and Northern Ireland only.

Vehicle: means only the **vehicle** as identified in the **schedule** owned for private use on the public highway, designed to carry no more than eight people including the driver or small commercial vehicle of less than 3,500kg gross weight and being less than 10 years old and having travelled less than 100,000 miles at the **start date**. The following types of vehicles are also excluded: motor cycles, scooters, three wheeled vehicles, kit-cars, quad bikes, caravans or motor homes, trailers, boats, vehicles used for hire or reward (for example taxis, self-drive hire or driving schools), delivery courier or a vehicle used in any sort of rally, speed testing, 4x4 off-roading, racing or any kind of competition or trial or any purpose in connection with the motor trade.

We/Us/Our/Insurer: The **Insurer**, Helvetia Global Solutions Ltd.

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

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

4. COVER PROVIDED

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

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

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

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

4. COVER PROVIDED (CONT.)

claims towards the **Claims Limit**.

The maximum number of claims **you** may make during the **period of insurance** shall not exceed:

- (a) five (5) claims under a twelve (12) month **policy**; or
- (b) ten (10) claims under a twenty four (24) month **policy**; or
- (c) fifteen (15) claims under a thirty six (36) month **policy**.

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

will be payable.

Repairs can only be carried out on the United Kingdom mainland.

Malicious Damage

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

Recovery

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

5. EXCLUSIONS

You will not be compensated for:

5.1 Damage:

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

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

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

5.1.4 caused by **Wear & Tear**;

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

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

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

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

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

5.4 Any liability to any other party.

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

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

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

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

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

5.10 **Accidental** or **Malicious Damage** caused outside the **Territorial Limits** or repairs required outside the United Kingdom mainland or Northern Ireland.

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

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

nuclear assembly or nuclear component thereof.

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

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

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

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

5.17 Split rim, polished or chrome effect wheels.

5.18 Cyber Loss Absolute Exclusion Clause:

Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.

Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:

5.18.1 the use or operation of any Computer System or Computer Network;

5.18.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;

5.18.3 access to, processing, transmission, storage or use of any Data;

5.18.4 inability to access, process, transmit, store or use any Data;

5.18.5 any threat or any hoax relating to clause 5.18.1-5.18.4;

5.18.6 any error or omission or accident in respect of any Computer System, Computer Network or Data.

5.19 Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

5.20 Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.

5. EXCLUSIONS (CONT.)

5.21 Data means information used, accessed, processed, transmitted or stored by a Computer system.

6. GENERAL CONDITIONS

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

6.1. **You** must report **Your** claim within thirty (30) days of the **Incident**.

6.2. **You** must use all reasonable care to maintain **Your** **Vehicle** in an efficient and roadworthy condition and take all reasonable precautions to prevent or minimise loss or damage.

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

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

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

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

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

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

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

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

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

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

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

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

6.14 This insurance is governed by English law.

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

7. CANCELLATION AND COOLING OFF PERIOD

7.1 **We** trust that **You** will be happy with **Your** Alloy Wheel insurance. However, **You** have the right to cancel it within thirty (30) days of receiving the **Policy** without giving any reason. If **You** do so **We** will refund **Your** payment in full less the cost of any repairs undertaken.

In the event that **You** wish to cancel **Your** Alloy Wheel insurance within the thirty (30) day period please contact **Your** supplying dealer who will arrange for the refund.

7.2 If **you** cancel after the first thirty (30) days of receipt of **your** Certificate, **you** are entitled to a pro rata refund provided **you** have not made any claims. An administration fee of £35 applies.

7.3 **We** reserve the right to cancel **Your** Alloy Wheel insurance by giving **You** thirty (30) days notice at any stage during the

Period of Cover. In this event **We** will refund **You** for the unexpired portion of **Your** premium.

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

7.4.1 given **Us** false; incomplete information or failed to act honestly towards **Us**.

7.4.2 agreed to help anyone try to take money from **Us** dishonestly, or

7.4.3 failed to meet the terms and conditions of this insurance or

7.3.4 failed to pay the policy premium.

We can cancel this insurance at any time by giving **You** at least 14 days' written notice at **Your** last known address.

8. AUTOMATIC TERMINATION

Your alloy wheel insurance will automatically terminate on the earliest date one of the following events happen:

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

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

8.3 **Your** **Policy** expires as per **Your** **Schedule**;

8.4 **You** cease to be resident in the United Kingdom; or

8.5 The number of claims **You** have made reaches the **Claims Limit**.

9. HOW TO MAKE A CLAIM

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

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

9.2.1 **Your** personal and **Vehicle** details;

9.2.2 full details of the damage; and

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

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

9.4 The **Administrator** has a nationwide network of nominated repairers who are familiar with our claims and billing procedures. The **Administrator** shall recommend these repairers wherever possible. If a suitable approved repairer cannot be located the **Administrator** will agree a suitable alternative with **you**. Costs accepted for repairs in these circumstances will be no more than those charged by our repairers.

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

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

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

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

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

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

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

Diamond/Laser Cut Alloy Wheel(s)

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

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

10. ENQUIRIES OR COMPLAINTS

We always aim to provide a first class standard of service. However, if **You** are dissatisfied **You** should in the first instance address **Your** enquiry to the **Administrator** quoting **Your** policy number. Telephone: 01143 219876.

email: customerservices@spectrumcover.co.uk.

The **Administrator** will acknowledge **Your** complaint promptly and it will do its best to resolve the matter within 2 weeks.

If **You** are still not satisfied, **You** can contact the Insurance

Division of the Financial Ombudsman Service at:

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

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

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

11. TRANSFERRING YOUR COVER

To a New Owner:

If **You** sell **Your Vehicle** during the **Period of Cover**, **You** may transfer the benefits of this **Alloy Insurance** to the new owner of **Your Vehicle**, provided that **You** sell **Your Vehicle** privately and not through a garage, motor trader, auctioneers or similar company.

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

To a New Vehicle:

If **You** sell **Your Vehicle**, **You** may transfer the remaining cover to the eligible replacement Vehicle, subject to **Our** agreement.

The first transfer is free of charge, subsequent transfers will be subject to a transfer fee of £35. Proof that the vehicle is free

from damage may be required prior to acceptance of any transfer. If the new vehicle does not meet the eligibility requirements of this insurance, the transfer will be declined and any transfer fee paid will be refunded.

All transfer requests must be made within 30 days of the date of sale of your vehicle.

12. DATA PROTECTION

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

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

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

We and other organisations may use these records to:

- a. Help make decisions on insurance proposals and insurance claims, for **You** and members of **Your** household
- b. Trace debtors, recover debt, prevent fraud, and manage **Your** insurance policies

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

We process all data in the UK but where **We** need to disclose data to parties outside the European Economic Area (EEA) **We** will take reasonable steps to ensure the privacy of **Your** data. In order to protect **Our** legal position, **We** will retain **Your** data for a minimum of 7 years. **We** have a Data Protection regime in place to oversee the effective and secure processing of **Your** data.

Under GDPR legislation, **You** can ask **Us** for a copy of the data **We** hold, have it corrected, sent to a third party or deleted (subject to **Our** need to hold data for legal reasons). **We** will not make **Your** personal details available to any companies to use for their own marketing purposes. If **You** wish to complain about how **We** have handled **Your** data, **You** can contact **Us** and **We** will investigate the matter. If **You** are not satisfied with **Our** response or believe **We** are processing **Your** data incorrectly **You** can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

13. COMPENSATION SCHEME

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

unable to meet their obligations under this insurance, an **Insured Person** may be entitled to compensation from the Compensation Scheme.