



Alloy Wheel, Scratch and Dent and Mis-Fuelling Insurance For New and Used Cars Temporary Cover

Your Alloy Wheel and Mis-fuelling Insurance (Temporary Cover) has been arranged by Qdos Broker & Underwriting Services Limited, is administered by Motorplus Limited (trading as MotorPlus and ULR) and is underwritten by UK Underwriting Limited on behalf of: Fortis Insurance Limited, Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA, Registered in England No.354568. Qdos Broker & Underwriting Services Limited, Motorplus Limited, UK Underwriting Limited and Fortis Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy:

Accidental Damage

A sudden and unforeseen event that has resulted in damage to *your alloy wheels*.

Administrator

Motorplus Limited trading as MotorPlus and ULR, Kircam House, Whiffler Road, Norwich NR3 2AL and/or Qdos Broker & Underwriting Services Limited, Qdos Court, Rossendale Road, Earl Shilton, Leicestershire LE9 7LY.

Alloy Wheels(s)

The alloy wheels that are of original specification to the *vehicle* that were present on the *vehicle* at the time *you* purchased the *vehicle*.

Approved Repairer

A firm or trader appointed by the *administrator*.

Claim Limit

The maximum amount payable under the *dents and scratches* and *alloy wheel* section of *your* policy is £1,000 (inc Vat) in total in any one *period of insurance*, subject to an excess of £50.

The maximum amount payable under the *mis-fuelling* section of *your* policy is £2,500.00 (inc Vat), subject to an excess of £50.

Dents and Scratches

Minor accidental damage to the *vehicle* in the form of minor panel dents and scratches to paintwork finishes.

Enterprise

Any person engaged in an economic activity, irrespective of legal form and including, in particular, self-employed persons and family businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity.

ICME

The Institute of Chartered Mechanical Engineers.

Insured / You / Your

The Registered Keeper of the *vehicle* and/or the person for the time being in charge of the *vehicle*.

Insurer / We / Our

UK Underwriting Limited on behalf of Fortis Insurance Limited. UK Underwriting Ltd are an insurers' agent and in the matters of a claim act on behalf of the insurer.

Micro-Enterprise

An *enterprise* which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million.

Mis-fuelling / Wrong Fuel / Mis-fuel

The introduction of the wrong accelerant (fuel) including bio-diesel, Leaded fuel (4 Star), Urine, red diesel, ethanol into fuelling system due to human error, but NOT including Diesel BSEN 590, Unleaded BSEN 228 or Super Unleaded BS7800;

Period of Insurance

The duration of the temporary motor insurance policy to which this Policy is annexed, not exceeding 28 days in any event.

Territorial Limits

England, Scotland, Northern Ireland, Wales, Isle of Man and the Channel Islands.

Vehicle

The motor vehicle specified in the certificate of temporary motor insurance to which this Policy is annexed.

Wear & Tear

The gradual deterioration associated with normal use and age of the *vehicle* and its components.

What is Covered**Dents and Scratches & Alloy Wheel Cover**

Within the *period of insurance*, we will pay for the cost of repairs (subject to the *claim limit*) resulting from *accidental damage* to your *alloy wheels* and/or *dents and scratches* which has occurred within the *territorial limits*. Claims will be handled by the *administrator* and the repairs will be carried by *our approved repairer*, who will make all efforts to affect the repair to *your* satisfaction.

Mis-fuelling Cover

Within the *period of insurance* we will pay all costs (subject to the *claim limit*) associated with fitting parts affected by *mis-fuelling* as specified by individual manufacturers.

How to make a Claim

Should it be necessary to make a claim the following procedure MUST be adhered to.

- 1 To make a claim, Telephone **01603 420030**. No work of any description is carried out on the *vehicle* without the express authorisation of the *administrator*. Costs for any other work started or completed before authorisation has been given will be *your* responsibility and will automatically invalidate any claim under this Policy.
- 2 *You* must pay the costs of dismantling and repairing the *vehicle* if the cause of the breakdown is not covered by this Policy and, if it is covered, all costs which exceed the *claim limit*. *You* are responsible for paying for any other work which *you* ask the repairer to carry out.

VAT: Where *you* are VAT Registered, the VAT element will not form part of *your* claim.

Exclusions

1. The Insurer shall not be liable for any claims arising thereby or indirectly caused or contributed by or in consequence of a loss:
 - a) of "Aftermarket" or non-original wheels, Diamond (laser) cut rims, wheels with split rim construction or with chrome effect finishes (*alloy wheel cover*);
 - b) to any *vehicle* that normally uses Bio-diesel, ethanol, red diesel, autogas or non standard fuel (*mis-fuelling cover*);
 - c) occurring during the warranty or guarantee period of any manufacturer, or where faults have developed during such period prior to the commencement of the *period of insurance* (provided they were evident at that time) and which have not been completely rectified;
 - d) resulting from any modification to the *vehicle* or the substitution of components by nonstandard components or equipment not approved by the manufacturer of the *vehicle*;
 - e) if the mileometer has been altered or disconnected or inoperative resulting in the mis-representation of the *vehicle's* actual mileage;

f) caused by or arising from:

- (i) routine servicing maintenance or repair of the *vehicle* or from negligence, abuse or wilful damage;
- (ii) the subjecting of the *vehicle* to a load greater than that permitted by the manufacturer's recommendations;
- (iii) fire, self-ignition, lightning, earthquake, explosion, frost, storm, tempest, flood, water damage, theft or attempted theft, aircraft or other aerial devices or articles dropped there from or any extreme cause;
- (iv) any road traffic accident or collision;
- (v) deliberately caused damage, *dents and scratches*.

g) relating to driving schools, commercial vehicles, or vans with a carrying capacity exceeding 3500kg, or to vehicles used in any sort of competitions, rallies, pace making or off road use;

h) involving components subject to recall or repair or replacement by the manufacturer or attributable to a manufacturer's design defect;

i) directly or indirectly caused by or arising out of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, riot, civil commotion, strikes, lockout, confiscation or detention by customs or other officials or authorities, malicious intent or vandalism;

j) directly or indirectly caused by or contributed to by or arising from:

- (i) nuclear radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

k) occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

l) caused by or arising from antifreeze, hydraulic fluids, grease or oils (other than those falling within the definition of *mis-fuelling*);

m) arising during routine servicing or repair;

n) arising from any contractual liability;

o) involving death, bodily injury or loss of or damage to property other than the insured components or loss of use or any consequential loss of whatsoever nature;

p) arising from non-compliance with the conditions relating to the servicing of the *vehicle*;

q) involving any of the following vehicle types: all American, Australian and Canadian vehicles (unless built for the UK market), Stretched limousines, Aston Martin, Bentley, BMW 'M' series, Bristol, Bugatti, Caterham, Daimler 12 cylinder models, De Tomaso, Ferrari, Ford Cosworth models, Hummers, Jaguars exceeding 4000cc, Kit cars, Lamborghini, Lancia Delta Integrale/8.32 Models, LCC Rocket, Lotus, LPG powered vehicles, Marcos, Maserati, McLaren F1, Mitsubishi 3000 GT, Morgan, Nissan 300ZX/Skyline, Noble M10, Panther, Porsche other than Boxster models, Rolls Royce, Rotary engine vehicles, Subaru SVX / Impreza WRX, TVR, Venturi, Westfield. Service vehicles (police ambulance etc) or vans with a carrying capacity exceeding 3500kg, or to vehicles used in any sort of competitions, rallies, pace making or off-road use;

r) involving structural damage, rust or corrosion, windscreen replacement or repair;

s) arising from fair *wear and tear*.

2. The first £50 of any claim under either type of cover.

Insurance Conditions

1 The Parties are free to choose the law applicable to this Policy. In the absence of any specific agreement, this policy shall be governed by and construed in accordance with the Law of England and Wales unless the Insured's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the Law of Scotland shall apply.

2 It is a condition precedent to any liability under this policy that the *vehicle* shall be free of any pre existing faults at the time of issue of the Policy.

3 During the *period of insurance* the *insurer* will repair or replace those parts listed by the *approved repairer* for the cost of parts and labour (the labour reimbursement is subject to the agreed approved repairer labour rate) up to the maximum amount specified in this Policy. It is expressly stipulated that within the *claim limit*, all labour times are in accordance with the current *ICME* Manual.

- 4 The *insurer* reserves the right to take over and carry out the pursuit, defence or settlement of any claim after a payment has been made under this Policy. Legal action may be taken in the name of the *insured* to recover payment made under this Policy from a third party or their insurer.
- 5 The *insured* shall take all reasonable steps to prevent loss or damage to the *vehicle* and shall observe the terms of this Policy.
- 6 In the event of any occurrence giving rise to a claim, the *insured* must follow the procedure under "How to make a Claim".
- 7 If at the occurrence of a claim there exists any other insurance which would entitle the *insured* to indemnity then this policy shall only contribute its ratable proportion of such loss.
- 8 Where dismantling of the *vehicle* or a covered component is necessary to determine the validity of a claim, the *insured* must authorise any dismantling. Costs incurred will only be met as part of a valid claim.
- 9 The *insurer* and/or *administrator* may cancel this policy by giving 14 days notice by recorded delivery to the last known address of the *insured*.
- 10 The *insured* may cancel the policy at any time, however due to the short term nature of the policy there will be no return of premium.
- 11 Repairs under this Policy can only be carried out by the *approved repairer*.
- 12 The *administrator* reserves the right to specify the use of guaranteed exchange or factored parts. The parts liability for any claim will be limited to the cost of these components.
- 13 All benefits under this Policy shall be forfeited and the *insurer* and *administrator* shall be released from all obligations to *you* if the conditions and 'How to Claim' procedures are not complied with OR a claim made by *you* or anyone acting on *your* behalf to obtain a policy benefit is fraudulent or intentionally exaggerated or if a false declaration or statement is made in support of a claim under this Policy.
- 14 *You* must not continue to drive the *vehicle* after any damage or incident if it reasonable that this could cause further damage to *your alloy wheel(s)*. In such circumstances the damaged *alloy wheel* should be removed and replaced with a serviceable spare or arrangements made to have the *vehicle* recovered.
- 15 If the *insurer* accepts that there is a claim under this Policy but there is a disagreement in respect of the amount to be paid, the disagreement will be referred to an Arbitrator appointed in accordance with current statutory provisions. In these circumstances the Arbitrator's award must be made before there is any right of action against the *insurer*.
- 16 The Terms and Conditions and application details will be read as one contract. A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase, which is not defined, will have its ordinary meaning.
- 17 Non-Disclosure, Misrepresentation or Misdescription - this policy is voidable if *you* or anyone acting for *you* fails to disclose, misrepresents or misdescribes any material fact. If the *insurer* voids this Policy they will void it in its entirety and no cover will apply.

Complaints

It is *our* intention to give *you* the best possible service but if *you* do have questions or concerns about this insurance or the handling of a claim *you* should in the first instance contact the Chief Executive at:

Motorplus Limited
Kircam Hosue
Whiffler Road
Norwich
NR3 2AL

Tel. 01603 420000
Fax. 01603 420010

Please ensure *your* policy number is quoted in all correspondence to assist a quick and efficient response. In the event *you* remain dissatisfied and wish to make a complaint, *you* can do so by contacting the following:

The Head of Claims, UK Underwriting Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

If it is not possible to reach an agreement, *you* have the right to make an appeal to the Financial Ombudsman Service. This also applies if *you* are insured in a business capacity as a *micro-enterprise* or as a charity with an annual income of less than £1 million or as a trustee of a trust with a net asset value of less than £1 million. *You* may contact the Financial

Ombudsman Service (FOS) at:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Tel. 0845 080 1800

Your statutory rights are not affected if *you* choose to follow the complaints procedure above. For further information about *your* statutory rights contact *your* local authority Trading Standards Service or Citizens Advice Bureau.

Please quote *your* policy number in all correspondence.

Cancellation

The *insured* may cancel the policy at any time, however due to the short term nature of the policy there will be no return of premium.

The *insurer* shall not be bound to accept renewal of any Policy and may at any time cancel any insurance document by sending 14 days notice to the *insured* at their last known address. Provided the premium has been paid in full the *insured* shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Compensation Scheme

Fortis Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the Claim. For claims against insurers, the first 90% of the claim is covered. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim. *You* can get more information about compensation scheme arrangements from the FSCS.

Data Protection Act 1998

Motorplus Ltd comply with the Data Protection Act 1998. *We* take *your* privacy very seriously. *We* will use *your* personal information to provide *you* with the services, products or information, for administration purposes for any matters arising from this Policy. *We* may need to share *your* information with *our* service providers, associated organisations and agents for these purposes. Despite any changes *we* make to this privacy statement *we* will always use *your* personal data for the purposes *we* outline in this statement and in accordance with the Data Protection Act 1998 unless *we* are advised otherwise.

Motorplus Limited is authorised and regulated by the Financial Services Authority.

Regulated by the Ministry Of Justice in respect of regulated claims management activities.