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## Section 1 - 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.

## Section 2 – 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 any endorsements 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

## Section 3 – 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.

### Accidental Damage:

The sudden and unforeseen damage to **your vehicle** or to the **tyre** itself or other damage to the valve, caused accidentally, which would result in an MOT failure and which requires repair or replacement before normal use can be resumed.

**Alloy Wheel(s):**

The alloy wheels that are of original specification to the **vehicle**.

**Appointed Representative:**

A firm or trader appointed by **our** claims department.

**Claim Limit:**

The maximum amount payable under the Tyre section of **your** policy is £1,500 (including VAT) in any one **period of insurance** and a maximum limit of £300 per individual **tyre** claim.

The maximum amount payable under the Alloy Wheel section of **your** policy is £750 (including VAT) in any one **period of insurance** and a maximum limit of £150 per individual **alloy wheel** claim.

**Indirect Loss:**

Any loss or cost that is not directly caused by the event that led to **your** claim. For example any costs from loss or damage to any other part to the **vehicle** than the **tyre(s)**.

**Insurance Broker:**

Shortfall.co.uk, Aequitas House, 56 Hamilton Square, Birkenhead, Merseyside, CH41 5AS

Telephone: 0800 195 4926 or 0151 647 7556

Email: customerservices@aequitas-automotive.co.uk

Shortfall.co.uk is a trading name of Aequitas Automotive Limited. Aequitas Automotive Limited are authorised and regulated by the Financial Conduct Authority. Firm Reference: 821163. Regulated in England and Wales No: 7347606. Registered Office: Aequitas House, 56 Hamilton Square, Birkenhead, Merseyside, CH41 5AS.

**Insurer:**

Financial & Legal Insurance Company Limited.

**Malicious Damage:**

The sudden and unforeseen deflation of the **tyre** itself or other damage to the valve, caused intentionally by a third party, which would result in an MOT failure and which requires repair or replacement before normal use can be resumed.

**Motor Insurance Policy:**

A policy providing Insurance issued by a **motor insurer** in force during the **period of insurance** that provides motor insurance. The policy will be for Social, Domestic, Pleasure and Commuting use only.

**Motor Insurer:**

An authorised and regulated UK insurance company who issued **you** a **motor insurance policy**.

**Period of Insurance:**

This **policy** lasts for the term as detailed on the **policy schedule**.

**Policy:**

**Your** alloy and tyre insurance explained within this **policy** wording and accompanying **policy schedule**.

**Policy Schedule:**

The document issued to **you** which details **your** name and home address.

**Policyholder/You/Your:**

The person(s) shown in the **policy schedule** attached to this **policy** and named on the motor insurance policy driving the insured **vehicle**.

**Territorial Limits:**

The United Kingdom.

**Terrorism:**

Any direct or indirect consequence of **terrorism** as defined by the Terrorism Act 2000 and any amending or substituting legislation.

**Tyre(s):**

The **tyre(s)** fitted to the **vehicle**, including the spare **tyre** (if any).

**Vehicle(s):**

The motor **vehicle** specified in the **policy schedule** and which is not older than one (1) year at the start date of this **policy** and that has been purchased within 30 days of the **policy** start date from a VAT registered motor dealer.

**Wear and Tear:**

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

**We/Us/Our:**

Financial & Legal Insurance Company Limited.

## Section 4 – Consumer information (disclosure and representations) Act 2012

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**You** are required by the provisions of the above to take care to:

- Supply accurate and complete answers to all questions **we** or **your insurance broker** may ask as part of **your** application for cover under the **policy**;
- To make sure that all information supplied as part of **your** application for cover is true and correct; and
- Tell **us** of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** purchase, renew or make any changes to **your policy**. If any information **you** provide is not complete and accurate, this may mean **your policy** is invalid and that it does not operate in the event of a claim, or **we** may not pay a claim in full.

## Section 5 – How we handle claims

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Please find instructions on how to report a claim, how **we** will progress and what is expected of **you** throughout.

If **you** need to contact **us** or need to make a claim **you** can:

**Call us on:** 0161 393 9902, or

**Email us at:** [assist@lexelle.com](mailto:assist@lexelle.com), or

**Write to:** Lexelle Limited, PO Box 4428, Sheffield, S9 9DD.

If there is a claim, which is covered by the **policy** **you** will be required to provide photographs of the damage sustained. For **tyre** claims **you** must pay for the repair or replacement in the first instance and send the claims department a copy of the relevant invoice. For **tyre** claims, **we** will require confirmation from the repairer of the remaining tread depth of the damaged **tyre**.

## Section 6 – How to make a complaint

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**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 broker**.

If **you** feel that **we** have let **you** down and **you** wish to raise a complaint, please contact **us** on 0161 603 2230 or in writing to The Compliance Department, Financial & Legal Insurance Company Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW. Please quote the reference number on **your policy schedule** on all correspondence.

**Our** staff will attempt to resolve **your** complaint within three (3) business days of receipt and a summary resolution communication letter will be sent to **you**. Where this is not possible, **we** will acknowledge **your** complaint promptly. If the complaint is not resolved within four (4) weeks of receipt, **we** will write to **you** and let **you** know what further action **we** will take. A final response letter will be issued within eight (8) weeks of receipt.

If, upon receipt of **our** letter in response to **your** complaint **you** remain dissatisfied, **you** may refer **your** complaint to the Financial Ombudsman Service.

**You** can contact the Financial Ombudsman Service at:

Exchange Tower, London, E14 9SR.

Telephone: 0800 023 4567

E:Mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The use of these facilities does not affect **your** right to take legal action.

## Section 7 – What is insured

This **policy** provides insurance in relation to the insured incidents set out and there are other important sections which elaborate on the cover, namely what is not insured, conditions and how **we** handle claims.

### Insured incidents

The specific areas of cover provided by this **policy** are noted, below.

#### 1. Tyre

What's covered	What's not covered
<p>Within the <b>period of insurance</b>, the <b>insurer</b> will pay for the costs when immediate repair or replacement is required before ongoing normal use can continue and up to the <b>claim limit</b> shown above and a limit of £300 per <b>tyre</b> claim, as a result of the following:</p> <ul style="list-style-type: none"> <li>• Sudden and unforeseen deflation or other damage to the <b>tyre</b> itself caused by <b>accidental damage</b></li> <li>• Sudden and unforeseen deflation or other damage to the <b>tyre</b> valve caused by <b>accidental damage</b>.</li> <li>• <b>Malicious damage</b> to the <b>tyre</b> or valve.</li> </ul>	<p><b>We</b> will not pay any claims in respect of:</p> <ol style="list-style-type: none"> <li>a. More than a maximum of five (5) replacement <b>tyres</b>, being the amounts detailed on the <b>policy schedule</b>, during the <b>period of insurance</b>.</li> <li>b. More than the cover limit shown in <b>your policy schedule</b> for any aggregate twelve (12) month period.</li> <li>c. Fire or theft.</li> <li>d. <b>Malicious damage</b> not reported to the police and a claims reference number not provided.</li> <li>e. A <b>tyre</b> that is below 2mm tread depth across any of the tread pattern.</li> <li>f. Damage that has occurred outside the <b>territorial limits</b>.</li> <li>g. Damage that has occurred to any part of the <b>vehicle</b> except the insured <b>tyre(s)</b> as a result of the <b>tyre</b> damage.</li> <li>h. In respect of loss of use of <b>your vehicle</b> or any <b>indirect loss</b> whatsoever.</li> <li>i. A <b>vehicle</b> not listed on the <b>policy schedule</b>.</li> <li>j. Any costs incurred prior to <b>our</b> acceptance of <b>your</b> claim.</li> <li>k. Where general wear and tear and deterioration under normal use, means the <b>tyre(s)</b> have reached the end of its normal effective working life and should be replaced.</li> <li>l. Manufacturing defaults or manufacturer's recall.</li> </ol>

#### 2. Alloy wheels

What's covered	What's not covered
Within the <b>period of</b>	<b>We</b> will not pay any claims in

<p><b>insurance</b>, the <b>insurer</b> will pay for the cost of repairs resulting from <b>accidental damage</b>, which has occurred within the <b>territorial limits to your alloy wheels</b>, up to the <b>claim limit</b> shown above and a limit of £150 per <b>alloy wheel</b> repair.</p> <p>Claims will be handled by <b>our</b> claims department and the repairs will be carried out by an <b>appointed representative</b>.</p> <p>Should an <b>alloy wheel</b> be damaged beyond a point whereby an effective <b>cosmetic repair</b> can be carried out, then the <b>policy</b> will reimburse up to a maximum of £150 towards the refurbishment or if necessary, replacement cost of the <b>alloy wheel</b>.</p>	<p>respect of:</p> <ol style="list-style-type: none"> <li>a. Any <b>vehicle</b> which is a commercial vehicle in excess of 3.5 tonnes.</li> <li>b. Any <b>vehicle</b> used for road racing, track day participation, rallying, pace-making, speed testing or any other competitive event.</li> <li>c. <b>Wear and tear</b>, corrosion, pitting, discolouration, tar staining, neglect or a defect which does not result from <b>accidental damage</b>.</li> <li>d. Theft of <b>alloy wheels</b>.</li> <li>e. <b>Alloy wheels</b> with split rim construction or with chrome effect.</li> <li>f. Non-standard, aftermarket <b>alloy wheels</b>.</li> <li>g. Damage caused by driving whilst a <b>tyre</b> is deflated or as a result of <b>tyre</b> replacement.</li> <li>h. Damage present on any <b>alloy wheels</b> prior to the start of this <b>policy</b>.</li> <li>i. Any deliberate damage caused by <b>you</b> or any omission on <b>your</b> part.</li> <li>j. Any <b>vehicle</b> used as/for an emergency vehicle, or a taxi, bus, commercial vehicle, professional driving instruction, moped, scooter or motorcycle.</li> </ol>
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## Section 8 – What is not insured

These are general exclusions which apply to the whole **policy** where **we** are not able to provide insurance cover. Please read these carefully as these are circumstances where **you** will not be covered.

### 1. Prior claims

Any claim or incident which may lead to a claim and which **you** knew about, or ought reasonably to have known about, before the start of this **policy**.

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

Any claim:

- a. involving actual or alleged dishonesty or violence by **you**;
- b. or statement which is overstated, false or fraudulent;
- c. for loss or damage caused by or arising from **your** intentional act of wilful neglect; or
- d. if **you** fail to comply with **our** 'How we handle claims' provisions.

**We** will 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 United Kingdom, the Channel Islands or the Isle of Man.

## 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 in respect of the following **vehicles**:

- Used for hire/reward/dispatch/courier work,
- **Vehicles** used for driving instruction,
- Vans with a carrying capacity exceeding 3500kg,
- Heavy goods vehicles,
- Service vehicles (police, ambulance etc),
- Taxis,
- Buses,
- Motorcycles/scooters.

## 8. Loss in Value

Any diminution or loss in value to the **vehicle** caused by repairs or work provided by this **policy**.

## Section 9 – Conditions

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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 observe 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.

### 3. Recoveries

**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**.

### 4. Governing Law

This **policy** is subject to the law applicable to **your** place of residence in the United Kingdom.

### 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

The **policyholder** must hold a motor insurance policy covering the **vehicle** shown in the **policy schedule** throughout the duration of the **policy**.

### 7. Claims:

- a) The **vehicle** must be free of any pre-existing faults at the time of issue of the **policy**.
- b) **You** must take all reasonable steps to prevent loss or damage to the **vehicle** and observe the terms and conditions of this **policy**.
- c) **You** must be able to provide a suitable off the road location for the repairs to be undertaken.

If **you** are unable to do so, the **appointed representative** will not be able to carry out the repair and **our** liability under the **policy** in respect to that damage/claim will end.

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.

- d) The **insurer** will pay the cost of materials and labour up to the maximum amount specified in the **policy**.
- e) Repairs under this **policy** can only be carried out by the **appointed representative**.
- f) **Our** claims department **can** specify the use of guaranteed exchange of factored materials. The **insurer's** liability for any claim will be limited to the cost of these components.
- g) The **insurer** reserves 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.
- h) If **we** need to dismantle the **vehicle** or a covered component to determine the validity of a claim, **you** must authorise **our** claims department to do this. Any costs incurred will only be met as part of a valid claim.
- i) If **you** refuse to allow the **appointed representative** to undertake the repair **our** liability under the **policy** will end.

## Section 10 – Cancellation

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**You** may cancel this **policy** within 14 days of its inception without any premium charge 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 fully unexpired months remaining on **your policy** minus a fixed amount of £35 to cover **our** costs incurred in relation to **your** cancelled **policy**.

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

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

## Section 11 – How you and insurers are protected

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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.

## Section 12 – How we use your personal information

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**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, No 1 Lakeside, Cheadle, SK8 3GW.

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.



