

ALLOY WHEEL REPAIR INSURANCE POLICY DOCUMENT



TrustFord

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Introduction

Welcome to TrustFord Alloy Wheel Repair Insurance. As part of our commitment to our customers, TrustFord Alloy Wheel Repair Insurance has been designed to help you avoid any unexpected costs of repairing damage to your alloy wheels.

Please keep this document safe as you will need it if you need to make a claim.

Please see page 10 for the process to follow if you need to make a claim.

Our contract with you

We (Motors Insurance Company Limited) will provide this insurance under the terms, exceptions, conditions and any endorsement of this policy, for any **period of insurance** **we** have accepted **your premium** for, and which **you** have paid for in full or entered into an agreement with us to pay **your premium**. This insurance contract is based on the **proposal** (or any statement of facts or statement of insurance **we** prepare using the information **you** have provided), and any declaration **you** make. The **schedule** and any endorsement are all part of this policy. **You** must read all the documents that make up **your** policy as one document.

Please read this policy and **your schedule** carefully and make sure that they meet **your** needs. If **you** have any questions, please contact the **administrator** on 0344 573 8107.

Certain words or expressions that appear in **your** policy have the meaning given in the definitions section on page 6.

Insurer and administrator

Insurer

We, Motors Insurance Company Limited, are the insurer. **We** provide **your** cover.

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, under number 202875.

You can check this on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register.

Administrator

Your cover is administered by Car Care Plan Limited, who are authorised and regulated by the Financial Conduct Authority.

You can contact Car Care Plan on 0344 573 8107 .

Definitions

Whenever the following words or expressions appear in **your** policy in bold type, they have the meanings given below.

Administrator

Car Care Plan Limited
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire
BD3 7AG

Alloy wheels

The alloy wheels that were included in **your vehicle's** original specification and were on the **vehicle** when **you** bought it.

Damage

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

Insurer

Motors Insurance Company Limited
Jubilee House
Thornbury
BD3 7AG

Period of insurance

The period shown on the **schedule**, which **we** have agreed to provide cover for and which **you** have paid, or agreed to pay, the full **premium** for.

Your policy is non-renewable.

Premium

The total amount **you** have agreed to pay **us** for this insurance policy. If **you** have not paid **your premium**, **we** will not provide cover from the date the **premium** was due. If **you** have chosen the monthly payment option and **you** miss any instalment, **your** policy will end 30 days after the date the missed instalment was due.

Proposal

The document or declaration that records the information **you** gave **us** when **you** bought **your** policy and which **your** contract with **us** is based on.

Repaire

The person or organisation who is authorised by **us** to carry out the repair work to **your vehicle**.

Schedule

The document **we** will provide to give **you** details of the **vehicle** covered by **your** policy.

Start date

The date the insurance cover starts, as shown on **your schedule**.

Territorial limits

England, Scotland, Northern Ireland, Wales and the Channel Islands.

We, us, our

Motors Insurance Company Limited.

You, your

The person covered by this insurance, who is at least 18 years old and lives in the **territorial limits**.

Your vehicle

The vehicle shown on **your schedule**.

Eligibility

To be eligible for cover under this policy, **you** must meet the following conditions.

Your vehicle must:

- be shown in Glass's Guide;
- have the **alloy wheels** that were included in its original specification; and
- be used only for social, domestic and pleasure purposes, and for commuting to and from a place of work and where it is insured for class 1 or class 2 business use.

Your vehicle must not:

- have **alloy wheels** with a machine-polished (chrome) finish, or split, recessed, painted or raised rims;
- be insured on any type of motor trade insurance policy or for class 3 business use;
- be a contract-hire vehicle (personal contract-hire vehicles can be covered);
- be used as an emergency or military vehicle, courier or delivery vehicle, for driving school tuition, for any hire or reward, or as a taxi;
- be used for track days, road racing or rallying, pacemaking, speed testing or any other competitive event;
- have been bought from a private seller;
- have been modified, other than in line with **your vehicle** manufacturer's specification;
- be a scooter, motorcycle, touring caravan, vehicle that does not meet UK specifications or is not built for sale within the **territorial limits**, kit car, bus, coach, truck, trailer or heavy goods vehicle;
- be owned by a garage, motor trader or any other associated motor trade company; or

- have been manufactured in the USA and imported direct from there and bought as new from an authorised distributor within the **territorial limits**.

You must:

- be either the owner or registered keeper of **your vehicle** or have a personal finance, personal contract-hire or personal lease agreement relating to **your vehicle**;
- be at least 18 years old on the **start date** of this policy;
- live in the **territorial limits** for the **period of insurance**;
- have applied for this insurance cover by filling in the correct forms;
- have paid or agreed to pay the insurance **premium** for this policy; and
- agree to keep to the terms and conditions of this policy.

Changes in your circumstances

Please tell the **administrator** immediately about any of the following changes that may affect **your** cover. If **you** do not do this, **your** policy may not be valid and **your** claim may not be paid. **You** must tell the **administrator** if:

- **you** move house;
- **your** name changes (for example, because **you** get married);
- **you** change **your vehicle** or the owner of **your vehicle** changes;
- **you** change what **you** use **your vehicle** for (for example, **you** start using it for business purposes);
- **you** make changes to **your vehicle**; or
- **you** change **your** registration number to a cherished number plate.

What is covered

We will cover the cost of repairs resulting from **damage** to **your alloy wheels**. Claims will be handled by the **administrator** and the repairs will be carried out by **our repairer**, who will aim to carry out the repair to **your** satisfaction. No repair will be identical to the original finish, and this insurance does not cover the cost of work to match the original finish. Please note that repairs can only be carried out within the **territorial limits**.

If the damage to the **alloy wheel** is such that a lathe skim repair can be carried out, then the policy will contribute a maximum amount of £125 including VAT towards allowing **you** to have this repaired locally at **your** choice, subject to a repair invoice being provided. This will count as one claim.

If an **alloy wheel** is damaged beyond repair under the terms of this policy, **we** will pay up to £150 (including VAT) towards the cost of replacing it. **You** must provide a valid invoice for a replacement alloy wheel of the same quality and type.

The maximum number of claims **you** can make is six claims

What is not covered

We will not cover the following.

- Costs of matching the repair to the cosmetic finish of any other **alloy wheel** on **your vehicle**.
- General wear and tear, pitting, discolouration, tar staining, neglect or a fault which was not caused by **damage**.
- Cracked or buckled wheels.
- Damage that the **administrator** believes happened before the **start date**.
- Claims made more than 30 days after the **damage** happened.
- Any **damage** that the **administrator** believes has corroded due to **you** not reporting the claim within 30 days.
- **Alloy wheels** with a machine-polished

(chrome) finish, or split, recessed, painted or raised rims. Plastic trims attached to **your alloy wheels** are also not covered and must be removed before any repair is carried out under this policy.

- Any repair which is carried out before the **administrator** has approved it.
- Any loss which is covered, and **you** have claimed for, under any other insurance.
- Any liability **you** have to any other person or organisation.
- Damage caused by any wilful or unlawful act or failure to act. This does not include malicious damage to **your alloy wheels**.
- Theft of **your alloy wheels**.
- Damage caused by driving **your vehicle** when it had a flat tyre.
- Damage caused by a replacement tyre being fitted to the **alloy wheel**.
- Repairs to **your alloy wheels** that are not carried out by **our repairer**.
- Any other costs that are indirectly caused by the event which led to **your** claim, unless we tell **you** in this policy document that these costs are covered.
- Any fraudulent, dishonest or false claim.
- Any loss that is caused by nuclear substances or activity.
- Any loss that is caused by war, civil commotion, labour disturbances, riot, strike, lockout, public disorder or terrorism.

General exceptions under this policy

Earthquake

We will not cover any total loss if the loss or damage to **your vehicle** is caused by an earthquake.

Pressure waves

This policy does not cover any total loss caused by pressure waves of an aircraft or other flying device travelling at or above the speed of sound.

Radioactivity

This policy does not cover any total loss caused by:

- ionising radiation or radioactive contamination from nuclear fuel or from burning nuclear fuel; or
- radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

Riot

We will not cover any total loss that is caused by riot or civil commotion if the loss or damage to **your vehicle** happens outside the **territorial limits**.

Sanction limit and exclusion clause

We will not provide cover and will not pay any claim or provide any benefit under this insurance if doing so would put **us** at risk of a sanction, ban or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the UK or the USA.

War

This policy does not cover any total loss caused by war, invasion (whether or not war is declared), revolution, military force, terrorism or other hostile events, unless **we** must provide cover under the road traffic acts.

Making a claim

When **you** become aware of a claim, **our** dedicated repair portal is the best way for **you** to register **your** repair request. Before doing this, please read the 'What is covered' and 'What is not covered' sections to check that the damage is covered by this policy.

- Visit <https://trustford.viewmyaccount.com>



- Follow the instructions to request **your** repair. (If **you** are not already registered for the portal, **you** will need **your vehicle's** registration number and the email address **you** used when setting up the policy.)

So that we can accurately assess **your** repair request, **you** will need to provide the following information.

- A. Details of the **damage to your alloy wheel (or wheels)**, when it happened and how the **damage** was caused.
- B. **Your** current vehicle mileage.
- C. Pictures of the wheel (one from around 1 metre away and a close-up picture of the **damage**).

If **you** have any problems registering for the portal or requesting a repair, please call the **administrator** on 0344 573 8107 within 30 days of the **damage** happening.

When the **administrator** has all the information they have asked **you** for, they will review **your** claim. If the claim is covered by the policy, the **administrator** will provisionally authorise **your** claim and instruct the **repairer** to contact **you** to arrange for the damage to be repaired. If, after inspecting the damage, the **repairer** decides that **your alloy wheel** cannot be repaired due to technical reasons, the

administrator has the right to refuse **your** claim at this stage. Only the **administrator** can accept or refuse claims.

You must allow the **administrator** (or **our repairer**) to inspect the **vehicle** if they ask to.

Following a repair, **you** must check that all work has been completed properly. If **you** are not satisfied with the work, **you** must contact the **repairer** immediately.

We have the right to settle **your** claim by giving **you** a cash payment instead of arranging a repair.

If **our repairer** will be carrying out the repair as a mobile repair, they will need access to **your vehicle** in a safe location where they can move around it. If this isn't possible, please make the **repairer** aware of this when they contact **you** to arrange the repair.

Our right to recover costs

After paying any claim, **we** may, at **our** own expense, take over **your** rights to recover payment or relief from a third party responsible for the loss, up to the amount **we** have paid out under the policy.

Cancellation and cooling-off period

If this policy does not meet **your** needs, **you** have 30 days from the date **you** received **your** policy documents to cancel the policy and receive a full refund. To cancel **your** policy within this 30-day period, please contact the supplier who sold **you your** policy.

If **you** want to cancel **your** policy after this 30-day period, **you** can cancel at any time and receive a refund for the period **you** have not received cover for. **You** will have to pay a cancellation fee of £20 if **you** cancel after the 30-day cooling-off period. To cancel **your** policy please contact the **administrator** by calling 0344 573 8107 or by writing to:

Car Care Plan Limited
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire
BD3 7AG.

We will not give **you** a refund if **you** have already made a claim under **your** policy.

If **you** have paid for **your** policy in full or on a personal finance agreement (other than a Car Care Plan Limited instalment agreement) or personal contract-hire agreement, the **administrator** will give **you** a refund based on each full calendar month remaining on **your** policy. The refund will be a percentage of the original cost of **your** policy, less a cancellation fee of £20. The percentage refund will be calculated from the date the **administrator** receives **your** request to cancel.

If **you** have paid for **your** policy in instalments through an instalment agreement with Car Care Plan Limited, **we** will calculate any refund as a percentage of the original cost of **your** policy, based on each full calendar month remaining on it. If **you** have paid all the instalment payments due under the agreement, **we** will pay the refund direct to **you**. If **you** have not paid all the instalment payments, **we** will calculate the refund in the same way, and the following will apply.

- If the refund **you** are eligible for is more than the instalment payments **you** owe Car Care Plan Limited, **we** will pay the amount of the outstanding instalments to Car Care Plan Limited and pay the difference to **you**.
- If the refund **you** are eligible for is less than the instalment payments **you** owe Car Care Plan Limited, **we** will use the refund as part payment of **your** total outstanding instalment payments. **You** will continue to be responsible for paying the remaining outstanding payments due under **your** instalment agreement with Car Care Plan Limited until the balance (calculated at the time the **administrator** received **your** notice of cancellation) has been settled.

Please allow up to 28 days for the **administrator** to process **your** cancellation and refund.

Complaints procedure

If **you** have a question or a complaint about the way **your** policy was sold to **you**, please contact the supplier who sold it to **you**.

We are committed to treating **our** customers fairly. However, **we** realise that there may be times when things go wrong.

If **you** have a complaint about **your** policy, **you** should contact the **administrator** by calling 0344 573 8107 or writing to:

The Complaints Team
Car Care Plan Limited
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire
BD3 7AG.

You can also email the **administrator** at complaints@motor-admin.com

Please tell the **administrator** **your** name and **your** claim number or policy number. Calls to the **administrator** may be recorded. The **administrator** will contact **you** within five days of receiving **your** complaint. In some cases, this will be to acknowledge **your** complaint, but in others it may be to give **you** a full reply. If the **administrator** cannot deal with **your** complaint within five working days, they will aim to give **you** a full reply within 28 days. In complex cases, or where further investigation is needed, this may take longer, and they will let **you** know if this is the case. The **administrator** will respond to **your** complaint within eight weeks, which is in line with requirements set by the Financial Conduct Authority.

Financial Ombudsman Service

If **you** are still not satisfied, **you** have the right to refer **your** complaint to an alternative dispute resolution (ADR) body.

If you live in the UK

If **you** are still not satisfied with the way in which **your** complaint has been dealt with, **you** also have the right to ask the Financial Ombudsman Service to review **your** case, but **you** must do this within six months of the date of **our** final decision.

For more information, **you** can contact the Financial Ombudsman Service or visit their website.

Write to: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Phone: 0800 023 4567 or 0300 123 9123

Website: www.financial-ombudsman.org.uk

We abide by the Motor Industry Vehicle Warranty Products Code of Practice which can be found on The Motor Ombudsman website at www.TheMotorOmbudsman.org.

The Motor Ombudsman will offer free impartial information and, if appropriate, an alternative dispute resolution process in the event that **you** are not satisfied with the outcome of a concern.

For further information, **you** can visit The Motor Ombudsman website at www.TheMotorOmbudsman.org or call their Information Line on 0345 241 3008.

To make a complaint to the Motor Ombudsman **you** can either call their information line or fill in an online form at www.themotorombudsman.org/consumers/make-a-complaint.

Please note: The Motor Ombudsman can only deal with **your** complaint if **you** have already complained direct to the **administrator** and at least eight weeks have passed since **you** did that. Complaints to the Motor Ombudsman must be made within 12 months of the **administrator's** final response.



Motor Industry Code of Practice for

Vehicle Warranties

If you live in the Channel Islands

You also have the right to ask the Channel Islands Financial Ombudsman (CIFO) to review **your** case. For more information, **you** can contact CIFO or visit their website.

Write to: The Channel Islands Financial Ombudsman, PO Box 114, Jersey, Channel Islands JE4 9QG.

Phone:

Jersey: +44 (0)1534 748610

Guernsey: +44 (0)1481 722218

International: +44 (0)1534 748610

Website: www.ci-fo.org

Email: enquiries@ci-fo.org

The above complaints procedure does not affect the rights **you** have by law as a consumer or any legal right **you** have to take action against **us**. For more information about **your** rights, contact **your** local trading standards service or citizens advice bureau.

Legal, regulatory and consumer information

The law that applies to this policy

This policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **territorial limits** where **you** have **your** main home.

Language

All communication between **you** and **us** will be in English. **We** record telephone conversations to offer **you** more security, help **us** resolve complaints and improve service standards. **We** may also monitor conversations for staff-training purposes.

The **administrator** can provide documents on audio tape or in large print if **you** ask for these. Please tell the **administrator** if **you** need any of these services to be provided so they can communicate with **you** in an appropriate way.

Your duty

Under the Consumer Insurance (Disclosure and Representations) Act 2012, **you** must take care to give accurate and complete answers to all the questions in the **proposal** and make sure that all the information **you** provide in connection with this insurance is true and correct. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. If **you** don't tell **us** about a change to **your** answers, this may mean that **your** policy is not valid and will not pay out if **you** need to make a claim. **We** may also recover any money **we** have already paid out under this policy.

Under English law, it is an offence to make a false statement or to withhold information in order to get insurance.

We have the right to refuse to cover any insurance risk or to change the **premium** and the terms quoted.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet our obligations under this policy. This depends on the type of business and the circumstances of the

claim. Services to advise on and arrange insurance are covered for 90% of the claim amount, without any upper limit. For more information about the scheme (including the amounts covered and who can claim), **you** can contact the FSCS helpline on 0800 678 1100 or 0207 741 4100, visit their website at www.fscs.org.uk or write to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

Privacy and data protection notice

1. Data protection

Data Protection

Car Care Plan Limited (the "Data Controller") are committed to protecting and respecting your privacy in accordance with the current data protection legislation ("Legislation"). Below is a summary of the main ways in which the Data Controller processes your personal information. For more information, please visit www.view-privacy-policy.co.uk

2. Use of Your Personal Data

The Data Controller may use the personal data it holds about you for the purposes of providing products, services and insurance, administering memberships, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide you with information, products or services that you request from the Data Controller or which the Data Controller feels may interest you. The Data Controller will also use your information to safeguard against fraud and money laundering and to meet the Data Controller's general legal or regulatory obligations.

3. Disclosure of Your Personal Data

The Data Controller may disclose **your** personal data to third parties involved in providing it with products or services, or to service providers who perform services on the Data Controller's behalf. These include group companies, affinity partners, brokers, agents, third-party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external

law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

4. International Transfers of Data

The personal data the Data Controller collects from you may be transferred to, processed and stored at, a destination outside the European Economic Area ("EEA"). Where the Data Controller transfers your personal data outside of the EEA, the Data Controller will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

5. Your rights

You have the right to ask the Data Controller not to process your data for marketing purposes, to see a copy of the personal information held about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask for a copy of your data to be provided to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with the Data Controller's data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the contract, or the Data Controller's business relationship with you, unless the data must be retained for a longer period due to business, legal or regulatory requirements. If you have any questions concerning the Data Controller's use of your personal data, please contact:

The Data Protection Officer, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire, BD3 7AG, England.

1. Anti-fraud and anti-theft registers

We or the **administrator** may pass information to various anti-fraud and anti-theft registers.

The aim is to help insurers check the information they are given and to prevent fraudulent claims. When considering **your** insurance application, **we** may search these registers. When **you** tell the **administrator**

about an insured event, they will pass information relating to the event to the registers. It is a condition of this policy that **you** tell the **administrator** about an insured event, whether or not it leads to a claim.

Fraud

You must not act in a fraudulent way. If **you** (or anyone acting for **you**):

- make a claim under the policy knowing the claim to be false or exaggerated in any way;
- make a statement to support a claim knowing the statement to be false in any way;
- give the **administrator** any documents to support a claim knowing the documents are forged or false in any way; or
- make a claim for any loss caused by **your** deliberate act or with **your** agreement;

we or the **administrator**:

- will not authorise the claim;
- may not authorise any other claim which has been or may be made under the policy;
- may declare the policy void (treat it as though it never existed);
- will be entitled to recover from **you** the amount of any claim already paid under the policy;
- will not return any of **your premium**; and
- may let the police know about the circumstances.

Contracts (Rights of Third Parties) Act

Under the Contracts (Rights of Third Parties) Act 1999 or any other relevant laws, only **you** and **we** can enforce any of the terms of this policy. This will not affect any rights other people or organisations have under other laws.

TrustFord Alloy Wheel Repair Insurance is
administered by Car Care Plan Limited.

Car Care Plan, Jubilee House, 5 Mid Point Business
Park, Thornbury, West Yorkshire BD3 7AG

Website: www.carcareplan.co.uk
Phone: 0344 573 8107

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