



Alloy Wheel Repair Insurance Policy Document



Introduction

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Welcome to Direct GAP Alloy Wheel Repair Insurance.

This handbook explains how your Direct GAP Alloy Wheel Repair Insurance works. Please keep this book in your vehicle so you have it to hand if you need to make a claim.

Please make sure you fully understand the terms and conditions relating to the policy and in particular the process for requesting a repair under this policy. Please also take a couple of minutes to check the details we hold for you on your Validation Certificate and tell us immediately if there are any mistakes.

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This insurance is only valid when accompanied by your Schedule of Cover which provides details of your vehicle, policy duration and when the cover will begin and expire.

This is an agreement between the purchaser named in the Schedule of Cover and Motors Insurance Company Limited and is administered by **Direct GAP Administration** (herein after called The **Administrator**).

This certifies that, subject to the policy Terms and Conditions and payment of the appropriate premium, the **Insurer** will pay the costs of repair and of additional benefits incurred by you as a result of the failure of any insured components occurring during the period and mileage shown on the Schedule of Cover.

I have signed this policy on behalf of the **Insurer**.



Gary Whitelam

For Motors Insurance Company Limited
Registered in England No. 2678367.

IMPORTANT

Direct GAP **Alloy Wheel** Repair Insurance is underwritten by Motors Insurance Company Limited (MICL) which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 202875.

Direct GAP Administration is a trading name of Car Care Plan Limited which is authorised and regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register or you can phone them on 0800 111 6768.

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Definitions

The following words or expressions will have the specific meanings described below. They have the same meaning throughout this document and appear in bold type:

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

Alloy Wheel(s) – The **Alloy Wheels** that are of original specification to **Your Vehicle** and that were present on **Your Vehicle** at the time **You** purchased it.

Approved Repairer – The specialist alloy wheel repairer appointed by the **Administrator**.

Claim Limit – The maximum number of claims that can be made for repairs to **Your Alloy Wheel(s)** during the **Period of Insurance**.

Damage – A sudden and unforeseen event that has resulted in accidental or malicious damage to **Your Alloy Wheels**.

Endorsement – Statements, found in **Your Validation Certificate**, that either show changes to the terms of **Your** policy or terms that apply specifically to **You**.

Expiry Date – The date the insurance cover ends as shown on **Your Validation Certificate**.

Insurer – Motors Insurance Company Limited Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

Introducer – The party, person or company who has arranged this insurance on **Your** behalf.

Period of Insurance – The period specified on the **Validation Certificate**.

Premium – The total amount **You** have agreed to pay **Us** for this insurance policy.

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.

Start Date – The date the insurance cover commences as shown on **Your Validation Certificate**.

Territorial Limits – The United Kingdom, excluding the Isle of Wight and the Islands of Scotland (including the Shetland, Orkney, Inner Hebrides and Outer Hebrides Islands). Please note that this means the Isle of Man is also excluded.

Validation Certificate – This document will be provided to **You** when **You** take out this policy and will contain details about **You** and the **Vehicle** upon which this policy will apply. It will also provide the effective start and expiry date of the policy.

We, Us, Our – Motors Insurance Company Limited.

You, Your, Insured – A private individual who is resident in the **Territorial Limits** and who has purchased an eligible **Vehicle** and has paid the necessary **Premium** under this policy.

Your Vehicle – The **Vehicle** detailed on the **Validation Certificate** being under 3 years and having covered fewer than 50,000 miles at the start of the policy.

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About Your Policy

We will provide cover under the terms, exceptions, conditions and any **Endorsement** of this policy, relating to any Period of Insurance for which **We** have accepted **Your Premium**, and **You** have made payment in full or have entered into an agreement to pay **Your Premium**.

This 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.

This policy gives full details of **Your** cover. **You** will also receive a **Validation Certificate** which contains information about **You, Your Vehicle, Your Period of Insurance** and any **Endorsement(s)**. This document together with **Your Validation Certificate** is **Your** policy and should be read as one document. Please read them both carefully and make sure that they meet **Your** needs.

If **You** have any questions, please contact the **Introducer** or the **Administrator** and they will help **You**.

Please keep all **Your** insurance documents in a safe place, as **You** will need them if **You** want to make a claim.

Eligibility

You are eligible for cover if at the **Start Date** of the policy:

- a) **You** are a private individual and the registered owner and keeper of **Your Vehicle**;
- b) **You** are resident in the United Kingdom, excluding the Isle of Wight and the Islands of Scotland (including The Shetlands, Orkneys, Inner Hebrides and Outer Hebrides). Please note that this means that the Isle of Man is also excluded;
- c) **Your Vehicle** is less than 3 years old and has fewer than 50,000 miles on the odometer at the start of the policy.

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Period of Insurance Cover

The **Validation Certificate** **You** have been provided with will provide details as to when this policy commences (the **Start Date**). Expiry of **Your** policy will occur in the event of the following:

The **Expiry Date**, as shown on **Your Validation Certificate**;

- **You**, or anyone representing **You**, defrauds or deliberately misleads the **Insurer** or the **Administrator**;
- The **Alloy Wheel(s)** are modified following purchase of the **Your Vehicle**;
- **Your Vehicle** is sold or transferred to a new owner;
- The **Alloy Wheel(s)** are no longer fitted to **Your Vehicle** stated on the **Validation Certificate**;
- The **Claim Limit** has been reached.

This policy is non-renewable and cannot be transferred.

Cover Provided

Within the period of insurance, **We** will arrange for the repair of accidental damage which has occurred to your alloy wheels up to the claim limit shown on your validation certificate subject to the terms and conditions of this policy.

Your Claim Limit is determined by the duration of policy **You** have purchased as follows:

- For a 12 month policy the **Claim Limit** is 4 claims.
- For a 24 month policy the **Claim Limit** is 8 claims.
- For a 36 month policy the **Claim Limit** is 12 claims.

Claims will be handled by the **Administrator** and the repairs will be carried out by **Our Approved Repairer**, who will make all efforts to effect the repair to **Your** satisfaction. Please note that **Our** Approved Repairer can only carry out repairs within the **Territorial Limits**.

Should the **Administrator** deem an **Alloy Wheel** to be damaged beyond a point whereby a reasonable cosmetic repair can be carried out then the policy provides two options:

1. 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 £110 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.
2. If the damage to the **Alloy Wheel** is such that no kind of repair can be carried out, the policy will contribute a maximum amount of £150 including VAT towards the replacement of the **Alloy Wheel**. This will count as one claim.

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Exclusions

- **Your Vehicle** if it is over 3 years old at the **Start Date** of this policy.
- **Your Vehicle** if it has covered over 50,000 miles at the **Start Date** of this policy.
- **Alloy Wheel(s)** of split rim construction, with a machine polished (chrome effect) finish, or with a recessed, rebated or raised profile to the rim section. Plastic trims attached to the alloy wheel are also excluded (and must be removed prior to any repair to any covered alloy wheel).
- **Damage** to your **alloy wheel** reported within the first 30 days of purchasing this policy.
- Where **Your Vehicle** is used as an emergency vehicle, delivery vehicle, taxi, or bus, for driving school tuition, dispatch, commercial travel that is not covered under motor insurance Business Use Classes 1 and 2, hire or reward of whatsoever nature, road racing, track day participation, rallying, pace-making, speed testing or any other competitive event, or is a commercial vehicle in excess of 3.5 tonnes or a motorcycle.
- **Alloy Wheels** that are aftermarket fitment or not of the original specification for **Your Vehicle**.
- General wear and tear, corrosion, pitting, discolouration, tar staining, neglect or a defect which is not deemed as resulting from **Damage**, cracked or buckled wheels;
- Theft of **Your Alloy Wheel(s)**.
- Damage present on an **Alloy Wheel** prior to the commencement of the policy.
- **Alloy Wheel(s)** of split rim construction or with a polished (chromed) finish.
- **Damage** caused by:
 - i. driving the **Vehicle** while the tyre is deflated; or
 - ii. a replacement tyre being fitted to the **Alloy Wheel**.
- Any claim:
 - i. Which is the subject of fraud, false actions or dishonesty;
 - ii. Where the loss is covered by any other insurance;
 - iii. Where it is discovered that this policy was purchased more than 30 days following the original purchase date of **Your Vehicle** and purchase of Direct GAP **Alloy Wheel** Insurance.
- Failure of the **Approved Repairer** to match the cosmetic finish of any other **Alloy Wheels** on **Your Vehicle**.

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How to Claim

In all cases please adopt the following procedure:

- Check that the damage is covered by this policy (check 'Cover Provided' and 'Exclusions').
- Call the **Administrator** on 0344 573 8129 within **30** days of the damage occurring.

You will need to supply the following information:

- A. **Your** policy number (found on **Your Validation Certificate**);
- B. **Your Vehicle** registration number;
- C. Details of the damage to **Your Alloy Wheel(s)**, when it occurred and how the damage was caused;
- D. Dates when **Your Vehicle** could be inspected and repaired, if **Your** claim is covered;
- E. In certain circumstances, **You** may need to supply photos to the **Administrator** to help validate **Your** claim.

IMPORTANT

You must not continue to drive Your Vehicle after any damage or incident if this could cause further damage to Your Alloy Wheel(s). In such circumstances any damaged Alloy Wheel should be removed and replaced with a serviceable spare or arrangements made to have Your Vehicle recovered.

You should not allow any repair work to be carried out until **We** have inspected **Your Vehicle** and authorised the claim. Repairs must be carried out by the **Approved Repairer** appointed by the **Administrator**. If **Your** claim is authorised **We** will settle the claim directly with the **Approved Repairer**.

If **Your** repair is to be completed by the **Approved Repairer** they will need access to **Your Vehicle** in a safe location where they can move around **Your Vehicle**. Access to power may also be required. If this isn't possible please make the **Approved Repairer** aware of this during the booking process.

Claims must be reported to the **Administrator** within 30 days of the **Damage** occurring and **Your Vehicle** must be located within the **Territorial Limits** at the time of repair.

To make sure that **You** receive the highest levels of service, telephone calls to the **Administrator** are recorded.

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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 obtain a full refund. To cancel **Your** policy within this 30-day period please contact the **Introducer** who sold **You Your** policy.

If **You** wish to cancel **Your** policy after this 30-day period, **You** can cancel at any time and receive a pro rata refund. To cancel **Your** policy please contact the **Administrator** by calling **0344 573 8129** or by writing to:

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

The percentage refund will be calculated from the date **Your** request to cancel is received. An administration fee of £20 will be deducted from the calculated amount prior to any refund being paid.

Please note that **We** will not give **You** a refund if **You** have already made a successful claim on **Your** policy.

If **You** have paid for **Your** policy in cash, as opposed to a Car Care Plan Ltd instalment agreement, provided **You** have not made a successful claim, the **Administrator** will provide **You** with a refund proportional to the length of time the policy has been in force and is calculated using the policy start date. The amount of refund **You** receive will be based on each full calendar month remaining on **Your** policy as a percentage of the original duration of **Your** policy less an administration fee of £20.

If **You** have paid for **Your** policy by instalment payments through an instalment agreement with Car Care Plan Ltd, any refund amount owed to **You** will be calculated in line with the following rules:

Where **You** have paid all the instalment payments, **We** will calculate the refund as above. The refund will be paid directly to **You**.

Where **You** have not paid all the instalment payments, **We** will calculate the refund as above and:

1. If the refund **You** are eligible for is in excess of the total outstanding instalment payments **You** owe Car Care Plan, **We** will pay the difference directly to **You**; or
2. If the refund **You** are eligible for is less than the total outstanding instalment payments **You** owe Car Care Plan Ltd, **You** will not receive a cash refund. The refund will be applied as part payment of **Your** total outstanding instalment payments. **You** will continue to be responsible for paying the remaining outstanding payments on **Your** instalment agreement with Car Care Plan Ltd until the balance calculated at the time of notice of cancellation received by the **Administrator** has been settled.

We will not give **You** a refund if **You** have successfully claimed on **Your** policy. Please allow up to 28 days for **Your** cancellation and refund to be processed.

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Complaints Procedure

How to Make a Complaint

We hope that **You** will be pleased with the service **We** provide. In the unlikely event of a complaint, **You** should contact the **Administrator** in the first instance on 0344 573 8129, or in writing to:

The Customer Services Manager, Car Care Plan Limited, Jubilee House,
5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

You can also email **Us** at complaints@carcareplan.co.uk

If it is not possible to reach an agreement, **You** also have the right to ask the Financial Ombudsman Service to review your case. The right to apply to the Ombudsman must be exercised within six months of the date of **Our** final decision. For more information **You** can visit the Financial Ombudsman Service website:
www.financial-ombudsman.org.uk or write to:
The Financial Ombudsman Service, Exchange Tower, London E14 9SR.
Telephone: 0800 023 4567 or 0300 123 9123

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority trading standards service or Citizens Advice Bureau.

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**.

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General Conditions that Apply to this Policy

Governing Law

This policy is subject to English Law unless otherwise agreed.

Language

All communication between **You** and **Us** will be conducted in English. **We** record telephone conversations to offer **You** additional security, resolve complaints and improve service standards. Conversations may also be monitored for staff training purposes.

For policyholders with disabilities the **Administrator** is able to provide, upon request, audio tapes and large print documentation. Please advise the **Administrator** if **You** require any of these services to be provided so the **Administrator** can communicate with **You** in an appropriate manner.

Financial Services Compensation Scheme

Motors Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if the **Insurer** is unable to meet its obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim amount, without any upper limit.

For further information about the scheme (including the amounts covered and eligibility to claim) you can contact the FSCS helpline on 0800 678 1100 or 0207 741 4100, visit the website www.fscs.org.uk or write to Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU.



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Privacy and Data Protection Notice

1. 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 data. 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 insurance, 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 data 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 Data Controller may transfer your personal data to destinations outside the European Economic Area ("EEA"). Where the Data Controller transfers your personal data outside of the EEA, the Data Controller will ensure that it is treated securely and in accordance with 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 seven (7) 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.**

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Anti-Fraud and Theft Registers

We may pass information to various anti-fraud and theft registers.

The aim is to help insurers check the information provided and to prevent fraudulent claims. When **Your** request for insurance is considered, these registers may be searched. When **You** tell **Us** about an event, the information relating to the event will be passed on to the registers. It is a condition of this policy that **You** inform **Us** about an event, whether or not it gives rise to a claim.

Fraud

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

- makes a claim under the policy knowing the claim to be false or exaggerated in any way; or
- makes a statement in support of a claim knowing the statement to be false in any way; or
- provides the **Administrator** with any documentation in support of a claim knowing the documentation to be forged or false in any way; or
- makes a claim for any loss caused by **Your** deliberate act or with **Your** agreement.

Then **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;
- will be entitled to recover from **You** the amount of any claim already paid under the policy;
- will not return any of **Your Premium**;
- may let the police know about the circumstances.

Consumer Insurance (Disclosure and Representations) Act 2012 and Insurance Act 2015

You are required by the provisions of these Acts to take care to supply accurate and complete answers to all the questions in the application and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to **Your** answers may mean that **Your** policy is invalid and that it does not operate in the event of a claim. **We** may also recover any money **We** may have paid under this policy.

Under English Law, it is an offence to make a false statement or to withhold any material information in order to obtain a schedule of insurance.

We reserve the right to decline any insurance risk or to change the **Premium** and the terms quoted.



Direct GAP Tyre Insurance is administered by Car Care Plan Limited.
Car Care Plan, Jubilee House, 5 Mid Point Business Park,
Thornbury, West Yorkshire BD3 7AG

www.carcareplan.co.uk

Phone: 0344 573 8002

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