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Section 1 – Policy details

These terms and conditions together with the **Policy Schedule** sets out **Your** insurance cover. Please note the following:

- This is a contract of insurance (“**Policy**”) between **You**, the purchaser named on the **Policy Schedule**, and **Us**, Fortegra Europe Insurance Company SE. **Your Statement of Demands and Needs**, which includes the signed declaration and the undertaking to pay the premium, forms the basis of the **Policy**.
- The **Administrator** (Alternative Propositions Limited) and **Us** do not provide advice or a personal recommendation about the suitability of this **Policy**. It is **Your** responsibility to ensure the **Policy** meets **Your** needs.
- Please check that the information contained in the **Policy Schedule** is correct and that it meets **Your** requirements. If it doesn't, please contact the **Policy Retailer** or the **Administrator**.
- Please read these terms and conditions carefully, in conjunction with the **Policy Schedule** and **Statement of Demands and Needs**, and make sure **You** understand and fully comply with them, as failure to do so may jeopardise the payment of any claim which might arise and could lead to the **Policy** becoming void.
- Please note that as in **Section 14 - Misinformation**, **You** have an obligation to provide **Us** with any facts which may be relevant to this insurance.
- Fortegra Financial Corporation (“Fortegra US”), a company organised under the laws of the State of Delaware, registration number 4885848 with its main principal office located at 10751 Deerwood Park Blvd., Suite 200, Jacksonville, FL 32256, do not have direct or indirect holding in Alternative Propositions Limited.
- Words that have special meanings are in bold, and the definitions can be found in **Section 2 - Definitions**.

Section 2 - Definitions

Administrator:

Alternative Propositions Limited, St. Christopher House, 217 Wellington Road, Stockport, SK2 6NG.

Customer Services telephone 0161 388 2520.

Customer Services email info@alternativepropositions.co.uk.

Alternative Propositions Limited is Authorised and Regulated by the Financial Conduct Authority No. 602443 for the conduct of general insurance.

This information can be checked on the Financial Services Register by visiting the FCA's website <https://register.fca.org.uk/s> or by contacting the FCA on 0800 111 6768. Additional details on the extent of Alternative Proposition's Limited authorisation and regulation by the Financial Conduct Authority are available from the **Administrator** on request.

Approved Repairer:

A repairer appointed by the **Administrator** or **Us** to undertake a **SMART Repair**.

Bodyshop Repair:

Any repair (except damage to bonnet, roof and boot) required to **Your Vehicle** that cannot be achieved by a **SMART Repair** technique (as determined by an **Approved Repairer**) and is deemed to only be repairable by a bodyshop.

Day-To-Day Motoring:

The use of **Your Vehicle** for social, domestic and pleasure purposes only, including journeys to and from a permanent place of work.

Family Member:

Your spouse or civil partner, or a parent, grandparent, child, grandchild, brother, or sister.

Incident Date:

The date of the incident where damage has occurred to the **Vehicle**.

Minor Cosmetic Damage:

Accidental damage to the bodywork of **Your Vehicle** (damage to the roof, bonnet, boot lid/tailgate or any horizontal surface is covered only if a SMART repair is achievable) caused by a sudden and unforeseen incident during **Day-To-Day Motoring** resulting in:

- a minor stone chip, up to 3mm in diameter and 1.5mm in depth, which can be filled and sealed to prevent rust; or
- a minor dent to a metal body panel, not exceeding 30cm in diameter and not where the panel has been ripped, perforated, torn or the area distorted; or
- a minor scratch, up to 1.5mm in depth, not exceeding 30cm in length; or
- a scuffed bumper, which is less than 30cm in diameter and sitting within one bumper panel; or
- a scratched or scuffed wing mirror cover/casing, where the damage is less than 30cm in diameter.

Policy Retailer:

The company that arranged this insurance for **You**.

Policy Schedule:

The schedule provided to **You** when **You** purchased this **Policy**, which contains **Your** details, details of the **Vehicle** and the **Policy** term.

Minor Damage Repair Cover Policy Terms & Conditions

SMART Repair:

Any **Minor Cosmetic Damage** to **Your Vehicle** which requires a repair that can typically be achieved within one hour that involves using a **Small to Medium Area Repair Technique**. Such techniques use specialised tools, paints and materials and avoid the need for a **Bodyshop Repair**.

Please note that these techniques will achieve results that vary from the original manufacturers finish and from a **Bodyshop Repair**, however, all repairs are subject to the **Approved Repairer** discretion and **Your** acknowledgment that the repair may not return the damaged area to the original pre-damaged appearance.

Statement of Demands and Needs:

Any signed Statement of Demands and Needs and declaration together with any additional information **You** may have supplied to **Us** in support of **Your** application for this **Policy**.

Supplying Dealer:

The **Retailer** that the **Vehicle** was purchased from.

Territorial Limits:

The United Kingdom, Isle of Man and the Channel Islands. Territorial limits will include the countries of the European Economic Area for a period of up to sixty (60) days for any one single trip.

Vehicle:

The vehicle purchased by **You** which meets the eligibility criteria set out in this **Policy**.

We/Us/Our:

Fortegra Europe Insurance Company SE UK Branch, a branch of Fortegra Europe Insurance Company SE (Financial Conduct Authority registration number 805770).

Fortegra Europe Insurance Company SE has its registered office and principal place of business at Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta (Malta Company registration number SE 17), is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business of insurance, and is regulated by the Malta Financial Services Authority of Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta.

Together with its UK Branch, Fortegra Europe Insurance Company SE is authorised by the Prudential Regulation Authority, is subject to regulation by the Financial Conduct Authority, and limited regulation by the Prudential Regulation Authority.

Fortegra Europe Insurance Company SE has a registered branch in the UK with its registered address at Fifth Floor, 20 Fenchurch Street, London, United Kingdom, EC3M 3BY (UK Branch registration number BR021916).

Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Annual reports on our solvency and financial position can be found at <https://www.fortegra.eu/solvency-and-financial-condition-report>.

You/Your:

Any individual or company who is detailed on the **Policy Schedule** and who has applied for this **Policy** and has agreed to pay the premium under this **Policy**.

Section 3 - Eligibility

You are eligible for cover from the start date of this Policy if:

- **You** are applying as an individual, **You** are resident in the United Kingdom, Channel Islands or the Isle of Man; or
- **You** are applying as a company, that company is registered in the United Kingdom, Channel Islands or the Isle of Man; and
- **You** have purchased this **Policy** from the **Policy Retailer** no later than ninety (90) days after purchasing the **Vehicle**.
- The **Vehicle** is not older than One (1) year at the start date of this **Policy**.
- **You** provide four (4) images, original and date stamped of the **Vehicle**.

Images to be provided within fourteen (14) days of the **Policy** commencement.

The Vehicle is eligible for this cover if:

- It is a private car or light commercial vehicle not exceeding 3.5 tonnes; and
- It is registered in the United Kingdom, Channel Islands or the Isle of Man; and
- It has been purchased from the **Supplying Dealer**.

Please Note: The following vehicles and vehicle uses are NOT eligible for cover:

- Any **Vehicle** that is not a right hand drive vehicle; and
- Emergency vehicles, commercial vehicles over 3.5 tonnes, taxis, courier vehicles, buses, minibuses, coaches, trucks, motor homes, trailers, heavy goods vehicles, licensed private hire vehicles, daily rental vehicles, breakdown and recovery vehicles; and
- **Vehicles** that have a specialist bodywork finish, including self-healing, chrome illusion, matte or textured finish or bodywork wrap; and
- **Vehicles** used for commercial or business use, hire and reward, driving school tuition, chauffeuring, road racing, track days (timed or untimed), rallying, pace-making, speed testing or any other competitive event.

Section 4 – Policy term

This **Policy** lasts for the term as detailed on the **Policy Schedule**. The **Policy** will end at the earliest of any of the below:

- **You** failing to pay **Your** premium when due; or
- **You** or the **Vehicle** no longer meeting the eligibility criteria for **Your Policy**; or
- The **Vehicle** being sold or transferred to a new owner, other than under **Section 9 - Transferring your policy**; or
- The value of claims settled by **Us** having reached the limits, as defined in **Section 5 – What is covered**; or
- The **Policy** being cancelled by either **You** or **Us**; or
- The end date of the **Policy** as detailed on the **Policy Schedule**.

Minor Damage Repair Cover Policy Terms & Conditions

Section 5 - What is covered

1. Minor damage repair cover

If during the **Policy** term **Minor Cosmetic Damage** occurs to the bodywork of **Your Vehicle** within the **Territorial Limits** as a result of **Day-To-Day Motoring**, **We** will cover the cost of a **SMART Repair** by an **Approved Repairer**, subject to the following limits:

- £250 including VAT for any one repair.
- £3,000 including VAT in total.

Where the **Minor Cosmetic Damage** falls within the terms of **Your Policy** but is not repairable using a **SMART Repair** technique (as determined by an **Approved Repairer**), **We** will contribute up to £250 including VAT towards a **Bodyshop Repair**, so long as the repair is not the subject of a motor insurance claim.

You will need to submit a paid invoice for the **Bodyshop Repair**, and any amount paid to **You** will be subject to the total limit defined above, during the **Policy** term.

Please note:

In the event of multiple cases of **Minor Cosmetic Damage** being caused by the same incident, these will be treated as one claim and will be subject to the 30cm diameter area.

Section 6 - What is not covered

What You are not covered for:

1. Any claim where the **Incident Date** is before the **Policy** start date.
2. Any damage caused where the **Vehicle** is used for reasons other than **Day-To-Day Motoring** or the damage is the subject of a motor insurance claim.
3. Any **Minor Cosmetic Damage** which is not reported within thirty (30) days of the **Incident Date**.
4. Damage that is not repairable by a **SMART Repair**, is beyond **Minor Cosmetic Damage** or because of the extent or number of areas of damage, a **Bodyshop Repair** is required.
5. Where the body panel, bumper or wing mirror is ripped, perforated, cracked or torn or there is damage to the structure and/or alignment.
6. Damage to the locks or handles, beading, mouldings, lamps, window panels, glass, tyres, wheels or wheel trims.
7. Any damage that has been accumulated over an extended period, which **We** or the **Administrator** deem to be wear and tear.
8. Any damage showing evidence of rust, corrosion or hail impact.
9. Any damage caused by stickers or decals.
10. Any **Minor Cosmetic Damage** where an **Approved Repairer** deems the repair unsafe.
11. Any replacement parts required, including stickers and decals.
12. A defect which is deemed not to be **Accidental Damage** or a previous repair that was sub-standard.
13. Any claim relating to a road traffic accident or as a result of fire, theft or flood.
14. Any claim relating to damage caused by neglect or a deliberate,

careless act or omission by **You**.

15. Any amount that exceeds the benefit levels as detailed in **Section 5 – What is covered**.
16. If during the **Policy** term the **Vehicle** is used for any of the excluded uses that appear in **Section 3 - Eligibility**.
17. The cost of any routine maintenance or adjustments.
18. Any VAT where **You** are VAT registered and able to reclaim the VAT element.
19. Consequential damage, loss or injury of any kind.
20. Any damage that occurs within fourteen (14) days of the **Policy** start date.
21. If **You** have failed to provide **Us** with images of **Your Vehicle** within fourteen (14) days, then **You** will NOT be able to make a claim and **Your Policy** will be cancelled by **Us**.

Section 7 – How to make a claim

Stage	Explanation
Step 1	<p>Contact the Administrator as soon as You become aware of an incident that has resulted in damage: -</p> <ul style="list-style-type: none"> • by telephone on 0114 551 2910; or • by emailing: ALBclaims@spectrumcover.co.uk
Step 2	<p>The Administrator will provide You with a claim form.</p> <p>Complete all sections of the claim form and return it to the Administrator, as advised on the claim form.</p> <p>Please note:</p> <ul style="list-style-type: none"> • The Administrator will require photographs of the damage in order to assess Your claim. For Minor Cosmetic Damage You are required to include evidence of the diameter of the damage by using a ruler when taking the photographs. • The claim form and any other information the Administrator may reasonably require must be received within thirty (30) days of the Incident Date. <p>If it isn't, the Administrator will attempt to assess Your claim however it may be difficult for them to investigate and settle Your claim adequately.</p>

Points to note about the claims process

- The **Administrator** will appoint an **Approved Repairer** who will be responsible for completing the necessary work in the event of a successful claim.
- **We** reserve the right to subject the **Vehicle** to an independent assessment.
- Where **We** authorise a contribution towards a **Bodyshop Repair**, **You** must pay for the repair in the first instance and send the **Administrator** a copy of the relevant invoice.

Minor Damage Repair Cover Policy Terms & Conditions

- **We**, the **Administrator**, the **Supplying Dealer** and the **Policy Retailer** may obtain and share information concerning any claim **You** may make against this **Policy** any **Approved Repairer**, for the purposes of administering Your **Policy** and claim.

Section 8 – Policy conditions

- The maximum benefit payable by **Us** is detailed in **Section 5 – What is covered** and on the **Policy Schedule**.
- If **You** are covered by any other insurance or warranty for the same or similar benefit(s) provided under this **Policy**, then **We** will only be responsible for paying a fair proportion of any benefit which **We** would otherwise be due to pay.
- **You** will be responsible for payment of any repair work completed by the **Approved Repairer** that falls outside of the scope of this **Policy**.
- **You** will be responsible for any costs incurred in the event that the reported damage exceeds the parameters detailed under **Minor Repair Damage**.
- This **Policy** shall not acquire a surrender value.
- It shall not be possible for **You** to assign or change the benefits of the **Policy** in any way whatsoever, other than as specified in **Section 9 - Transferring your policy**.
- **We** have the right to take proceedings in **Your** name, in order to recover for **Our** benefit, the amount of any payment made under this **Policy**.
- **You** must notify the **Policy Retailer** as soon as possible if any of **Your** details change during the **Policy** term.

Section 9 – Transferring your policy

This **Policy** cannot be transferred to another **Vehicle** or to any subsequent owner of the **Vehicle** except where ownership of the **Vehicle** is transferred to a **Family Member**.

Cover may be transferred so long as that **Family Member** meets the eligibility criteria in **Section 3 - Eligibility**. If **You** wish to transfer **Your Policy** to a **Family Member**, please contact the **Administrator**.

Section 10 – Cancelling your policy

You have the right to cancel **Your Policy** at any time. Please see the below table for **Your** refund rights.

If **You** have still failed to provide **Us** with the images as outlined in **Section 3 - Eligibility**, then **We** will be entitled to immediately cancel **Your Policy** and **We** will return any premium which has been paid by **You**.

Where **You** wish to cancel **Your Policy** within the thirty (30) day period specified below, please notify the **Policy Retailer**.

If **You** wish to cancel after the thirty (30) day period, please contact the **Policy Retailer**:

Time period	Refund rights
Cancellation within thirty (30) days of the start date	If You cancel within thirty (30) days and have not made a successful claim

on the Policy Schedule or receipt of the Policy terms (whichever is later)	on Your Policy , You will be entitled to a full refund of premium paid and no administration fee will be charged.
Time period	Refund rights
Cancellation after thirty (30) days from the start date on the Policy Schedule or receipt of the Policy terms (whichever is later)	<p>If You cancel after thirty (30) 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.</p> <p>A pro rata refund example is as follows: -</p> <ul style="list-style-type: none"> • 36-month Policy term. • £360 total premium paid for Policy. • Cancellation in month eighteen (18) leaves eighteen (18) full months remaining. • Pro rata refund of £180 less £35 administration fee. • Amount of refund due to You is £145.

Section 11 – Complaints procedure

If **You** wish to make a complaint about the conduct of the sale of this **Policy**, including any information provided as part of the sale, please contact the **Policy Retailer**.

The **Administrator** handles all other complaints relating to this **Policy** on **Our** behalf. If **You** wish to make a complaint, please do so by:

- by telephone on 0161 388 2520; or
- by writing to the Customer Outcome Manager at info@alternativepropositions.co.uk

The **Administrator** will acknowledge **Your** complaint promptly and will aim to resolve it within eight (8) weeks from first notification.

If the **Administrator** cannot resolve **Your** complaint within this period, they will notify **You** in writing to confirm the reasons why. In this case, or if **Your** complaint is not resolved to **Your** satisfaction, the **Administrator** will advise **You** of **Your** rights to refer **Your** complaint to The Financial Ombudsman Service, free of charge:

- by submitting **Your** complaint online – please see financial-ombudsman.org.uk; or
- by email at complaint.info@financial-ombudsman.org.uk; or
- by telephone on 0207 964 1000; or
- by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR UK.

IMPORTANT: The Financial Ombudsman Service will expect **You** to have followed the above procedure before they accept **Your** case.

Minor Damage Repair Cover Policy Terms & Conditions

Following this complaints procedure does not affect **Your** legal rights.

Section 12 – Sanctions

We shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Section 13 – Third Party Rights

Except where otherwise required by law, **You** and **We** have agreed that:

- it is not intended for any third party to this **Policy** to have the right to enforce the terms of this **Policy**; and
- **You** and **We** can rescind or vary the terms of this **Policy** without the consent of any third party to this **Policy**, who might seek to assert that they have rights under this **Policy**.

Section 14 – Misinformation

When applying for insurance, varying **Your** cover, or submitting a claim, **You** or anyone acting on **Your** behalf must take reasonable care to answer all questions honestly and to the best of **Your** knowledge. Failure to do so may affect the validity of **Your Policy** or the payment of **Your** claim.

Section 15 – Applicable law

This **Policy** shall be subject to the law of England and Wales, unless **We** and **You** agree otherwise.

Section 16 – Compensation scheme

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if, in the unlikely event, Fortegra Europe Insurance Company SE cannot meet its liabilities under this **Policy**. The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Financial Services Compensation Scheme is available from the FSCS website www.fscs.org.uk.

The FSCS can be contacted:

- online by completing the form on the FSCS website www.fscs.org.uk/contact-us/; or
- by calling 0800 678 1100; or
- by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY; or
- by live chat via the FSCS website www.fscs.org.uk/contact-us/.

Section 17 – Privacy and data protection notice

Data Protection

Fortegra Europe Insurance Company SE (as the Data Controllers) is 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 **We** process **Your** personal data.

How We Use Your Personal Data

We may use the personal data **We** hold about **You** for the purposes of performing **Your** contract of insurance, this includes providing insurance that **You** request of **Us** and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. **We** may collect and use special categories of data from **You** for the purpose of identifying vulnerable customer based on substantial public interest under Schedule 1(20) of the Data Protection Act 2018. **We** may also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal and regulatory obligations.

Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

International Transfers of Data

We may transfer **Your** personal data to destinations outside of the United Kingdom or the European Economic Area (“EEA”). Where **We** transfer **Your** personal data outside of the United Kingdom or the EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of **Your** data, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiration of the **Policy**, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** require more information or have any questions concerning **Our** use of **Your** personal data, **Our** full Privacy Policy can be found at <https://www.fortegra.eu/privacy-policy>.

Alternatively, please contact The Data Protection Officer, Fortegra Europe Insurance Company SE, Office 13, SOHO Office The Strand, Fawwara Building, Triq l-Imsida, Gzira, GZR 1401, Malta or via email at dpofficer@fortegramalta.com.

