

Motorpoint Asset Protection Policy Terms and Conditions

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 Ltd. **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** (Connect Administration Ltd) 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 **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, holds more than 10% of the voting rights and capital of **Us**, the **Administrator**, **Complaints Handler**, and the **Claims Handler** by virtue of the common shareholding of Fortegra US.
- Words that have special meanings are in bold, and the definitions can be found in **Section 2 - DEFINITIONS**.

2. DEFINITIONS

Administrator: Connect Administration Ltd, 3 Monarch Court, The Brooms, Emersons Green, Bristol, BS16 7FH. Customer Services telephone 0117 456 2443. Customer Services email enquiries@connect-admin.co.uk. Connect Administration Ltd (Firm Reference Number 937565) is an appointed representative of ITC Compliance Ltd (Firm Reference Number 313486) who are authorised and regulated by the Financial Conduct Authority (FCA) for the conduct of general insurance business. This information can be checked on the Financial Services Register by visiting the FCA's website <https://fca.org.uk/> or by contacting the FCA on 0800 111 6768. Additional details on the extent of Connect Administration Ltd's authorisation and regulation by the Financial Conduct Authority are available from the **Administrator** on request.

Claims Handler: Defend Insurance Holding s.r.o., having its registered address at: Roztylská 1860/1, Praha 4 - Chodov, 14800 Czech Republic. Telephone 0161 451 4805 Customer Services email customerservice@defendinsurance.co.uk

Complaints Handler: ITC Compliance Ltd, 3 Monarch Court, The Brooms, Emersons Green, Bristol, BS16 7FH. Customer Services telephone 0117 456 2443 email: complaints@itccompliance.co.uk. ITC Compliance Ltd is authorised and regulated by the Financial Conduct Authority (FCA) for the conduct of general insurance, under Firm Reference number 313486. 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 ITC Compliance Ltd's authorisation and regulation by the Financial Conduct Authority are available from the **Complaints Handler** on request

Comprehensive Motor Insurance: A policy of road risks motor insurance which covers accidental loss or damage to the **Insured Vehicle** in addition to third party, fire and theft cover.

Date of Loss: The date of the incident occurring to the **Insured Vehicle** in respect of which a claim for **Total Loss** is paid under the **Comprehensive Motor Insurance**.

Date of Purchase: The date on which **You** purchased the **Insured Vehicle**.

Dealer Fitted Accessories: Accessories that were fitted by and purchased from the **Supplying Dealer** and that are shown separately on the purchase invoice. (up to £1500)

Family Member: **Your** spouse or civil partner, or a parent, grandparent, child, grandchild, brother, or sister.

Finance Agreement: **Your** credit, hire purchase agreement, or conditional sale agreement (if any) with the **Finance Company** in respect of the **Insured Vehicle**, but not including finance lease or contract hire agreements.

Finance Company: The company, introduced by the **Supplying Dealer**, or broker with whom **You** have a **Finance Agreement** that is secured upon the **Insured Vehicle**.

Glass's Guide: An independent vehicle value guide published monthly by Glass's Information Services Limited, used by the insurance industry in assessing vehicle values.

Grey Import: A vehicle that does not comply with European Community Whole Vehicle Type Approval (ECWVTA) imported into any EU Member State from a non-EU country.

Insured Value: The amount **You** receive under the **Comprehensive Motor Insurance** in respect of the **Insured Vehicle**, as a result of a **Total Loss** at the **Date of Loss**, of the **Insured Vehicle**.

Insured Vehicle: The vehicle purchased by **You** or the **Finance Company** (if appropriate) which meets the eligibility criteria set out in this **Policy** .

Modified: An **Insured Vehicle** that has been altered after the **Date of Purchase**, outside of the manufacturer's standard specification, for example engine enhancements or lowering of the suspension.

Negative Equity: Any finance or outstanding debt and resulting interest due on or carried across to **Your Insured Vehicle** from previous finance agreements that were secured against the part exchanged vehicle.

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

Purchase Price: The amount paid to purchase the **Insured Vehicle** including any factory fitted options and **Dealer Fitted Accessories**, after any discount and/or contribution and excluding road fund licence over £100, administration fees, fuel, paintwork and/or upholstery protection kits, cherished number plate transfers, insurance premiums (including for this policy), subscription charges or warranty charges, any finance arrears and associated costs, any **Negative Equity** and VAT, if **You** are VAT registered and able to reclaim the VAT element. VAT will be included if **You** cannot reclaim it. **We** will include the cost of any vehicle warranty and make a contribution of up to £100 towards road fund licence costs.

Settlement Figure: Where **You** have a **Finance Agreement**, the amount relating to the **Purchase Price** of the **Insured Vehicle** at the **Date of Loss**, that is required by the **Finance Company** to discharge **Your** indebtedness under the **Finance Agreement**. This amount will exclude any:-

- **Negative Equity** from a previous finance agreement; and
- credit arrangement fees; and
- statutory rebate of interest as prescribed by existing consumer credit regulations; and
- arrears; and
- interest on late payments; and
- any other costs or associated fees.

Statement of Demands and Needs: Any statement of demands and needs and declaration accepted by **You** together with any additional information **You** may have supplied to **Us** in support of **Your** application for this **Policy**.

Supplying Dealer: Car dealership that the **Insured Vehicle** was purchased from.

Territorial Limits: The United Kingdom, Isle of Man, the Channel Islands, and the countries of the European Economic Area, subject to the **Comprehensive Motor Insurance** being extended whilst **You** are in the European Economic Area.

Total Loss: The actual or constructive total loss of the **Insured Vehicle** as a result of accidental or malicious damage, fire, theft or flood damage, as deemed by the **Comprehensive Motor Insurance** provider on terms that the **Insured Vehicle** becomes the property of the **Comprehensive Motor Insurance** provider.

We/Us/Our: Fortegra Europe Insurance Company Ltd (Malta Company Registration Number C 84703), Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imnsida, Gzira, GZR 1401, Malta. Fortegra

Europe Insurance Company Ltd is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business, and is regulated by the Malta Financial Services Authority, Triq l-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority under reference number 805770, and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. 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, partnership or sole trader who is detailed on the **Policy Schedule** and is named on the **Finance Agreement** (if any) and who has applied for this insurance and has agreed to pay the premium under this **Policy**.

3. ELIGIBILITY

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

- **You** are applying as an individual, **You** are eighteen (18) years of age or over and **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** are the **Comprehensive Motor Insurance** policyholder or named on the **Comprehensive Motor Insurance** policy; and
- During the **Policy** term, **You** and anyone else driving the **Insured Vehicle** are at all times covered by and named on **Comprehensive Motor Insurance**; and
- **You** have purchased and commenced this **Policy** from the **Supplying Dealer** no later than ninety (90) days after purchasing the **Insured Vehicle**.

The vehicle is eligible for this cover if:

- The **Insured Vehicle** is not older than ten (10) years at the start of this **Policy**;
- It is the sole vehicle listed in the **Finance Agreement** (if any); and
- It is a car or light commercial vehicle not exceeding 3.5 tonnes; and
- It is covered by **Comprehensive Motor Insurance** throughout the entire policy term; and
- It is registered in the United Kingdom; and
- It has been purchased from the **Supplying Dealer** or broker.

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

- Any vehicle that is not a right-hand drive vehicle; and
- **Grey Imports**, emergency vehicles, 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 used for hire and reward, driving school tuition, chauffeuring road racing, track days (timed or untimed), rallying, pace-making, speed testing or any other competitive event; and
- Any vehicle that has been **Modified** after the purchase date.

4. POLICY TERM

Return to Invoice and Financial Shortfall benefit lasts for up to thirty-six (36) months from the start date on **Your Policy Schedule**. The length of cover **You** have chosen is stated on **Your Policy Schedule**. **Your** cover will end at the earliest of any of the below:

- **You** failing to pay **Your** premium when due; or
- **You** or the **Insured Vehicle** no longer meeting the eligibility criteria for **Your Policy**; or
- the **Insured Vehicle** being sold, repossessed, disposed of by **You** or the **Finance Company** or transferred to a new owner, other than under Section 9 - **TRANSFERRING YOUR POLICY**; or
- a claim being settled by **Us**; or
- the **Policy** being cancelled by either **You** or **Us**; or
- the expiry date of the **Policy** as detailed on the **Policy Schedule**.

5. WHAT IS COVERED

Cover	Benefit
<p>This Policy provides cover up to the Claims Limit on the Policy Schedule where the Insured Vehicle is the subject of a Total Loss from the Comprehensive Motor Insurance within the Territorial Limits</p>	<p>In the event of a Total Loss, the Policy will pay the greater of:</p> <p><u>Return to Invoice</u>: The amount by which the vehicle Purchase Price exceeds the amount you receive under the Comprehensive Motor Insurance (the Insured Value).</p> <p>OR</p> <p><u>Financial Shortfall</u>: The amount by which the Finance Agreement Settlement Figure (if any) exceeds the Insured Value.</p> <p>IMPORTANT:</p> <ul style="list-style-type: none"> • The Finance Agreement Settlement Figure is subject to the Purchase Price of the Insured Vehicle which excludes certain costs as defined in Section 2 - DEFINITIONS. • Any payment of benefit under this Policy is conditional upon the Insured Vehicle having been deemed a Total Loss under the Comprehensive Motor Insurance. • If You are entitled to or are offered a replacement vehicle under the terms of the Comprehensive Motor Insurance, no benefit is payable under this Policy, however You will be

	entitled to transfer the remaining cover under this Policy to Your replacement vehicle.
Excess cover	We will cover any excess up to £250 that is applicable under the Comprehensive Motor Insurance where it cannot be recovered from any liable third party.
Transferrable cover	<p>You may transfer Your cover subject to the conditions in Section 9 - TRANSFERRING YOUR POLICY where:</p> <ul style="list-style-type: none"> ▪ A Family Member takes ownership of the Insured Vehicle; or ▪ The Insured Vehicle is replaced under the Comprehensive Motor Insurance and a claim has not been settled by Us. ▪ Bereavement
Temporary replacement vehicle cover	<p>In the event of a Total Loss, the Policy will pay a contribution towards a temporary replacement vehicle.</p> <p>You may arrange Your own temporary replacement vehicle with a VAT registered company, subject to authorisation from the Claims Handler. In this instance, You must obtain approval from the Claims Handler, pay for the temporary replacement vehicle in the first instance and send the Claims Handler a copy of the relevant invoice.</p> <p>Temporary replacement vehicle cover is limited to a maximum of fifteen (15) days and for a maximum of £30 per day, inclusive of VAT.</p> <p>This benefit will start from the date upon which the Claims Handler receives confirmation of a Total Loss from the Comprehensive Motor Insurance provider and will end at the earlier of:</p> <ul style="list-style-type: none"> ▪ When Your claim is paid; or ▪ When the Insured Vehicle is replaced by You, the Comprehensive Motor Insurance provider or any other third party**; or ▪ At the end of fifteen (15) days. <p>** You must notify the Claims Handler within 24 hours of the Insured Vehicle being replaced, by telephone, on 0161 451 4812.</p> <p>IMPORTANT:</p> <ul style="list-style-type: none"> • It is Your responsibility to meet all requirements and obligations when entering into an agreement with a third party to provide a temporary replacement vehicle, including but not limited to: <ul style="list-style-type: none"> ▪ any minimum or maximum age eligibility criteria or any licensing or insurance requirements; and

	<ul style="list-style-type: none"> ▪ the cost of any upfront fees, deposits, excess mileage charges, toll fees and fares, delivery or collection charges, fines, fuel costs; and ▪ any insurance excess payable in the event of a claim arising out of an accident involving the temporary replacement vehicle. <ul style="list-style-type: none"> • A temporary replacement vehicle is only available to You and You are entitled to one (1) claim for a temporary replacement vehicle during the Policy term. • If You are entitled to a temporary replacement vehicle under the terms of the Comprehensive Motor Insurance, or under any other policy You hold, or where it is possible for You to recover the cost of a temporary replacement vehicle from a third party, no benefit is payable for a temporary replacement vehicle under this Policy.
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PLEASE NOTE

If there is any sum still owing on **Your Finance Agreement** after the **Claims Handler** has settled **Your** claim on **Our** behalf, it is **Your** responsibility to ensure that settlement of this amount is made.

6. WHAT IS NOT COVERED:

Exclusion	What You are not covered for
i)	<p>If at the Date of Loss, You, or anyone insured to drive the Insured Vehicle under the Comprehensive Motor Insurance is deemed to have been driving:</p> <ul style="list-style-type: none"> • without a valid license; or • under the influence of alcohol illegally, recreational drugs or any medication that impairs your influence to drive; or • whilst disqualified.
ii)	Where the Insured Vehicle is not covered by Comprehensive Motor Insurance at the time of the Total Loss or where the driver of the Insured Vehicle at the Date of Loss is not covered by Comprehensive Motor Insurance .
iii)	Where the Insured Vehicle is covered under any type of Comprehensive Motor Insurance policy that is connected with the motor trade.
iv)	Negative equity carried forward from a previous Finance Agreement .
v)	Where the Comprehensive Motor Insurance provider has offered to repair the Insured Vehicle and You have requested the claim to be dealt with on a Total Loss basis.
vi)	If the Insured Vehicle is used for any of the excluded uses that appear in Section 3 - ELIGIBILITY .
vii)	Any deductions made by the Comprehensive Motor Insurance provider for any damage not associated with the Total Loss claim.

viii)	Any salvage value of the Insured Vehicle where You are not required to transfer the ownership of the Insured Vehicle to the Comprehensive Motor Insurance provider.
ix)	Any loss directly or indirectly caused as a result of the theft of the Insured Vehicle left unattended unless all security devices or immobilisers are activated, doors locked and windows closed and all keys removed from the vehicle.
x)	Any motor insurance excess above £250 or where it is recoverable from a liable third party.
xi)	Any amount relating to insurance premiums, warranty costs, fuel, service packages, maintenance costs and any interest payable thereon.
xii)	Any contribution towards a temporary replacement vehicle before the Administrator has received confirmation of a Total Loss from the Comprehensive Motor Insurance provider.
xiii)	Any contribution towards a temporary replacement vehicle after Your claim is paid.
xiv)	Any contribution towards a temporary replacement vehicle after the Insured Vehicle is replaced by You , the Comprehensive Motor Insurance provider or any other third party.
xv)	Any contribution towards a temporary replacement vehicle for more than fifteen (15) days.
xvi)	We shall not provide any benefit under this contract of insurance 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.
xvii)	Any additional costs or charges incurred by You as a result of entering into an agreement with a third party for a temporary replacement vehicle, including but not limited to the cost of any upfront fees, deposits, excess mileage charges, toll fees and fares, delivery or collection charges, fines, fuel costs, and any insurance excess payable in the event of a claim arising out of an accident involving the temporary replacement vehicle.

7. HOW TO MAKE A CLAIM

IMPORTANT

You should not accept any offer made by the Comprehensive Motor Insurance provider until the Claims Handler on Our behalf has given You authority to do so. The **Claims Handler** on **Our** behalf may try to negotiate a higher motor insurance settlement on **Your** behalf.

Stage	Explanation
Step 1	Contact the Claims Handler as soon as You become aware of a potential Total Loss and BEFORE You accept any settlement from the Comprehensive Motor Insurance : - <ul style="list-style-type: none"> • by telephone on 0161 451 4812; or • by emailing claims@defendinsurance.co.uk;
Step 2	Return all required information to the Claims Handler : - <ul style="list-style-type: none"> • by email to claims@defendinsurance.co.uk; • or online https://www.defendinsurance.eu/gapclaim <p>Please note that information the Claims Handler may reasonably require must be received within ninety (90) days of the Date of Loss of the Insured Vehicle. If it isn't, the Claims Handler will attempt to assess</p>

	Your claim however it may be difficult for them to investigate and settle Your claim adequately.
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Points to note about the claims process

- **We** reserve the right to subject the **Insured Vehicle** to an independent assessment.
- At the time of claim the **Claims Handler** must receive evidence of the purchase of the **Insured Vehicle**. Such evidence must include the original or a clear bona fide copy of the original printed purchase invoice of the **Insured Vehicle**. The invoice must detail the **Supplying Dealer**'s name, address and VAT registration number and must show the full basic cost of the **Insured Vehicle** and the breakdown of all items, ancillary to the **Insured Vehicle**.
- **We**, the **Claims Handler**, the **Complaints Handler** and the **Supplying Dealer** may obtain and share information concerning any claim **You** may make against this **Policy** or any corresponding road risks insurance claim **You** have made with the **Comprehensive Motor Insurance** provider(s), the **Supplying Dealer** of the **Insured Vehicle** or **Your Finance Company** (if any), for the purposes of administering **Your Policy** and claim.
- Claims benefits will be paid to **You** except where **We** are required to settle a **Finance Agreement** in which case any surplus will be paid to **You**.

8. POLICY CONDITIONS

- The maximum benefit payable by **Us** in respect of the **Insured Vehicle** is the Claims Limit 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.
- 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 against other parties in **Your** name, in order to recover **Our** benefit, the amount of any payment made under this **Policy**.
- **You** must notify the **Adminstrator** as soon as possible if any of **Your** details change during the term of the **Policy**.

9. TRANSFERRING YOUR POLICY

This **Policy** cannot be transferred to another **Insured Vehicle** or to any subsequent owner of the **Insured Vehicle** except in the following circumstances:

- a. Where ownership of the **Insured Vehicle** is transferred to a **Family Member** then cover may be transferred to that **Family Member** by contacting the **Adminstrator** , so long as that **Family Member** meets the eligibility criteria in Section 3 - **ELIGIBILITY**.
- b. Where **You** are entitled to or are offered a replacement vehicle under the terms of the **Comprehensive Motor Insurance**. In this event **You** will be entitled to transfer the remaining cover under this **Policy** to **Your** replacement vehicle so long as a claim has not been settled by **Us** and the **Insured Vehicle** meets the eligibility criteria in Section 3 - **ELIGIBILITY**.

c. In the event of bereavement, the remaining benefits of this insurance may be transferred to a **Family Member** or their estate.

You must make a request to the **Adminstrator** for the **Policy** to be transferred within thirty (30) days of taking delivery of the replacement vehicle from the **Comprehensive Motor Insurance** or transferring the **Insured Vehicle** to a **Family Member**.

Your replacement vehicle will be subject to the same terms and conditions as the original **Insured Vehicle**. In the event of a claim on **Your** replacement vehicle **We** will not be liable for any amount which exceeds **Our** liability under the original terms of this **Policy**.

10.CANCELLING YOUR POLICY

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

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

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

Time period	Refund Rights
Cancellation before policy commencement date	If You cancel before the policy commencement date, You will be entitled to a full refund of premium paid and no administration fee will be charged.
Cancellation within thirty (30) days of the start date on the Policy Schedule or receipt of the Policy terms (whichever is later)	If You cancel within thirty (30) days and have not made a successful claim on Your Policy , You will be entitled to a full refund of premium paid and no administration fee will be charged.
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 18 leaves 18 full months remaining.

	<ul style="list-style-type: none"> • Pro rata refund of £180 less £35 administration fee. • Amount of refund due to You is £145.
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11.COMPLAINTS PROCEDURE

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

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

- Calling on 0117 456 2443 ; or
- emailing complaints@itccompliance.co.uk

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

If the **Complaints Handler** 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 **Complaints Handler** 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.

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

12.SANCTIONS

We shall not provide any benefit under this contract of insurance 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.

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 contract to have the right to enforce the terms of this **Policy**; and
- **You** and **We** can rescind or vary the terms of this contract without the consent of any third party to this **Policy**, who might seek to assert that they have rights under this **Policy**.

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.

15. APPLICABLE LAW

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

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 Ltd 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/.

17. PRIVACY AND DATA PROTECTION NOTICE

Data Protection

Fortegra Europe Insurance Company Ltd and the **Complaints Handler**(as joint Data Controllers) 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 **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 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 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 Limited, Office 13, SOHO Office The Strand, Fawwara Building, Triq l-Insida, Gzira, GZR 1401, Malta or via email at dpofficer@fortegramalta.com.