RETURN TO INVOICE AND FINANCIAL SHORTFALL GAP INSURANCE
POLICY TERMS AND CONDITIONS

1. POLICY DETAILS

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

- This is a contract of insurance ("**Policy**") between **You**, the purchaser named on the **Policy Schedule**, who is party to a **Finance Agreement** (where applicable), and **Us**, Fortegra Insurance UK Limited. **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 **Policy Retailer**, the **Administrator** 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**.
- 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 12 - **MISINFORMATION**, **You** have an obligation to provide the **Policy Retailer** and **Us** with any facts which may be relevant to this insurance.
- **We** do not have a direct or indirect holding in the **Administrator** and neither does the **Administrator** have a direct or indirect holding in **Us**.
- Words that have special meanings are in bold and the definitions can be found in Section 2 - **DEFINITIONS**.

2. DEFINITIONS

Administrator: Strategic Insurance Services Limited, Basepoint Business Centre, Little High Street, Shoreham by Sea, West Sussex, BN43 5EG , United Kingdom. Strategic Insurance Services Limited are an insurance intermediary who are authorised and regulated by the Financial Conduct Authority under registration number 307133. Details of the extent of Strategic Insurance Services Limited's regulation by the Financial Conduct Authority are available from Strategic Insurance Services Limited on request. Registration details can be checked on the United Kingdom's Financial Conduct Authority's Financial Services Register.

Claims Administrator: Mechanical Breakdown & General Insurance Services Ltd, Cobalt Business Exchange, Cobalt Park Way, Newcastle Upon Tyne, NE28 9NZ.

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 a maximum of £1,500 including VAT.

Excess: The amount **You** must pay towards any successful claim under **Your Comprehensive Motor Insurance** policy (compulsory and voluntary). Payment of the excess will not include any administration or other fees which **You** may be charged under **Your Comprehensive Motor Insurance.**

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**, with whom **You** have a **Finance Agreement** (if any) in respect of 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**.

Insured Vehicle: The vehicle purchased by **You** or the **Finance Company** (if appropriate) which meets the eligibility criteria set out in this **Policy** and is within the terms of **Your Finance Agreement** (if any).

Market Value: The market value as reasonably determined by **Us** in accordance with **Glass's Guide** Retail Transacted value, at the **Date of Loss**, of a vehicle which is the equivalent age, make, recorded mileage and model as the **Insured Vehicle**, including any factory fitted options and **Dealer Fitted Accessories**. At **Our** discretion, **We** reserve the right to have an independent valuation undertaken, to determine the market value.

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, including interest charges, due on or carried across to **Your Finance Agreement** from previous finance agreements.

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.

Policy Retailer: The company that arranged the sale of this insurance for **You**.

Purchase Price: The amount paid to purchase the **Insured Vehicle** including any factory fitted options and **Dealer Fitted Accessories**. This amount will exclude any:

- accessories or items fitted after the **Date of Purchase**; and
- discount and/or contribution, road fund license, delivery charges, number plates, new vehicle registration fee, administration fees, fuel, paintwork and/or upholstery protection kits and cherished number plate transfers; and
- insurance premiums (including for this **Policy**), subscription charges or warranty charges; and
- **Negative Equity,** arrangement fees, arrears, interest on late payments; and
- any VAT, if **You** are VAT registered and able to reclaim the VAT element; and
- any other costs or associated fees.

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**; 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 **Us** in support of **Your** application for this **Policy**.

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

Territorial Limits: The United Kingdom, Ireland, Isle of Man, the Channel Islands, Switzerland, 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 Insurance UK Limited. Registered in England, No. 15182608. Registered Office: 20 Fenchurch Street, 5th Floor, London, England, EC3M 3BY. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 1007149.

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 is party to the **Finance Agreement** (if any) and who has applied for this **Policy** 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 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 **Comprehensive Motor Insurance;** and
- ✓ **You** have purchased this **Policy** from the **Policy Retailer** no later than ninety (90) days after purchasing the **Insured Vehicle**.

The vehicle is eligible for this cover if:

- ✓ It is under 10 years old and has a **Purchase Price** of £5,000 or more, at the **Date of Purchase**; and
- ✓ It is the sole vehicle listed in the **Finance Agreement** (if any); and
- ✓ It is a private 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, Channel Islands or the Isle of Man; and

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, 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 used or insured for hire and reward, dispatch, 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 **Date of Purchase**.

4. POLICY TERM

This **Policy** lasts for the term as detailed on **Your 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 **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/registered keeper, other than under Section 9 - **TRANSFERRING YOUR POLICY**; or
- the **Policy** being cancelled by either **You** or **Us;** or
- a **Total Loss** claim being settled by **Us**; or
- the end date of the **Policy** as detailed on the **Policy Schedule**.

5. WHAT IS COVERED

TOTAL LOSS COVER

Cover	Benefit Limit
In the event of a **Total Loss** within the **Territorial Limits**, the **Policy** will pay the following benefits. 1] **We** will pay the greater of: A) Return to Invoice Gap: The amount by which the **Purchase Price** exceeds the **Insured Value**. **OR** B) Financial Shortfall Gap: The amount by which the **Finance Agreement Settlement Figure** (if any) exceeds the **Insured Value.** **OR** C) The amount equal to the premium **You** have paid for this **Policy**. **IMPORTANT:** ! 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 section A (Return to Invoice Gap) or Section B (Financial Shortfall Gap). However, **You** will have the option to either: ○ accept the payment detailed under section C and, if applicable, benefit from the **Total Loss Excess** Cover and temporary replacement vehicle; or ○ transfer the remaining cover under this **Policy** to **Your** replacement vehicle. ! If **You** have a **Total Loss** claim, **You** should not accept any offer made under the **Comprehensive Motor Insurance** policy until the **Claims Administrator** has given **You** authority to do so. If **You** do accept a settlement offer from	This section provides cover up to the claims limit detailed on **Your Policy Schedule**.

the **Comprehensive Motor Insurance** provider prior to obtaining the **Claims Administrator's** consent, the **Claims Administrator** will settle **Your** claim based on the **Market Value** at the **Date of Loss**. ! If there is any sum still owing on **Your Finance Agreement** (if any) after the **Claims Administrator** has settled **Your** claim, it is **Your** responsibility to ensure that settlement of this amount is made. 2] **We** will pay any **Total Loss Excess** that is applicable under the **Comprehensive Motor Insurance** where it cannot be recovered from any liable third party. 3] **We** will pay a contribution towards a temporary replacement vehicle in the event of a **Total Loss**. Where possible, the **Claims Administrator**, on **Our** behalf, will arrange a third party to provide **You** with a temporary replacement vehicle which will be up to a maximum of 2000cc and could be of any make or model available at the time. Where the **Claims Administrator** cannot arrange for a third party to provide a temporary replacement vehicle, **You** may arrange **Your** own temporary replacement vehicle with a VAT registered company, subject to authorisation from the **Claims Administrator**. In this instance, **You** must obtain approval from the **Claims Administrator**, pay for the temporary replacement vehicle in the first instance and send the **Claims Administrator** a copy of the relevant invoice. This benefit will start from the date upon which the **Claims Administrator** receives confirmation of a **Total Loss** from the **Comprehensive Motor Insurance** provider and will end at the earlier of: ▪ When **Your Total Loss** insurance 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 thirty (30) days. **** You must notify the Claims Administrator within 24 hours of the Insured Vehicle being replaced.** **IMPORTANT:** ! 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:	**Total Loss Excess** Cover is limited to a maximum payment of £500. **Total Loss** temporary replacement vehicle cover is limited to a maximum of thirty (30) days and for a maximum of £30 per day, inclusive of VAT.

▪ any minimum or maximum age eligibility criteria or any licensing or insurance requirements; and ▪ 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. ! 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**.	

ADDITIONAL EXCESS COVER

Cover	**Benefit Limit**
In the event of a successful claim under **Your Comprehensive Motor Insurance** that does not relate to a **Total Loss**, or for glass repair or replacement, and where **Your Excess** cannot be recovered from a liable third party, **We** will provide a reimbursement for the applicable **Excess** payable by **You**. This cover is only provided when the amount of the claim exceeds the **Excess** under **Your Comprehensive Motor Insurance** and following the successful payment of that claim.	Additional **Excess** Cover is limited to a maximum aggregate of £500 per annum during the **Policy** term.

6. WHAT IS NOT COVERED:

Exclusion	**What You are not covered for**
I.	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: × without a valid licence; or

	✘ under the influence of alcohol or drugs; 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** provided under the **Finance Agreement,** if any.
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.	Where **You** are entitled to or are offered a replacement vehicle under the terms of the **Comprehensive Motor Insurance**, no benefit under section A (Return to Invoice Gap) or Section B (Financial Shortfall Gap) of the **Total Loss** Cover will be applicable.
VII.	Any amount relating to grants, scrappage schemes, cash back schemes and battery hire or leasing.
VIII.	Any deductions made by the **Comprehensive Motor Insurance** provider when calculating **Your Insured Value,** including but not limited to any damage not associated with the **Total Loss** claim or relating to the general condition of the **Insured Vehicle**.
IX.	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.
X.	Any loss directly or indirectly caused as a result of the theft of the **Insured Vehicle** by any person known to **You** who has access to the keys of the **Insured Vehicle**.
XI.	Any contribution towards a temporary replacement vehicle before the **Claims Administrator** has received confirmation of a **Total Loss** from the **Comprehensive Motor Insurance** provider.
XII.	Any contribution towards a temporary replacement vehicle after **Your Total Loss** insurance claim is paid.
XIII.	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.
XIV.	Any contribution towards a temporary replacement vehicle for more than thirty (30) days.
XV.	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.
XVI.	Any reimbursement under the **ADDITIONAL EXCESS COVER** section where: ✘ the value of the claim does not exceed the **Excess** under **Your Comprehensive Motor Insurance**; or ✘ the **Excess** under **Your Comprehensive Motor Insurance** has been waived or reimbursed; or ✘ the claim under **Your Comprehensive Motor Insurance** was for glass repair or replacement; or ✘ the claim under **Your Comprehensive Motor Insurance** was for theft or attempted theft of personal belongings; or ✘ the damage to **Your Insured Vehicle** has arisen during any routine servicing or repair of the **Insured Vehicle**; or

	✘ damage to **Your Insured Vehicle** has been caused by or arisen from wilful neglect, abuse, wilful damage or malicious damage, including deliberate acts by **You** or any named driver; or ✘ any contribution or deduction from the settlement of **Your** claim under **Your Comprehensive Motor Insurance** other than the stated **Excess** for which **You** have been made liable.

7. HOW TO MAKE A CLAIM

Online:
You should complete an online claim form at www.mbginsurance.co.uk
Completing the claim form will provide the **Claims Administrator** with all of the necessary information that they require in order to quickly process **Your** claim. Please note that failure to provide all information at this point may mean that the **Claims Administrator** will not be able to process **Your** claim.

Alternatively:
You may contact the **Claims Administrator** during office hours:
9am - 5pm Monday - Friday
0191 259 6378

Alternatively, you can write to the Claims Administrator:
Mechanical Breakdown & General Insurance Services Ltd
Cobalt Business Exchange Cobalt Park Way
Newcastle
NE28 9NZ

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

If You do accept a settlement offer from the Comprehensive Motor Insurance provider prior to obtaining the Claims Administrator's consent, the Claims Administrator will settle Your claim based on the Market Value at the Date of Loss.

Points to note about the claims process

- **We** reserve the right to subject the **Insured Vehicle** to an independent assessment.
- At the time of a **Total Loss** claim the **Claims Administrator** 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** or not.
- Where the **Claims Administrator** authorises **You** to arrange a temporary replacement vehicle, **You** must do so with a VAT registered company, and **You** must pay for the vehicle hire in the first instance and send the **Claims Administrator** a copy of the relevant invoice.

- **We** or the **Claims Administrator** 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.
- In the event of a claim, any premiums due will be deducted from the amount payable by **Us** under this **Policy**.

8. POLICY CONDITIONS

- The maximum benefit payable by **Us** in respect of the **Insured Vehicle** is detailed 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.
- This **Policy** shall not acquire a surrender value.
- It shall not be possible for **You** to assign or change the benefits of this **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.

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 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,** and no benefit has been paid by **Us** under the **Total Loss** Cover Section, **You** will be entitled to transfer the remaining cover under this **Policy** to **Your** replacement vehicle so long as the replacement vehicle meets the eligibility criteria in Section 3 - **ELIGIBILITY**.

If **You** wish to transfer **Your Policy**, please contact the **Policy Retailer**.

You must contact the **Policy Retailer** immediately 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 contact the **Policy Retailer.**

Time period	Refund Rights
If **You** wish to cancel 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.
If **You** wish to cancel after thirty (30) days from the start date on the **Policy Schedule** or receipt of the **Policy** terms, whichever is later.	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**. A pro rata refund example is as follows: • Thirty-six (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.

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 telephone on 01912 596378; or
- by email at strategic@mbginsurance.com; or
- by writing to Strategic Insurance Services Limited, Delmon House, 36-38 Church Road, Burgess Hill, West Sussex, RH15 9AE

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.

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

12. 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.

13. 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.

14. 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**.

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 Insurance UK Limited 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 Insurance UK Limited (the Data Controller) 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 UK or the European Economic Area ("EEA"). Where **We** transfer **Your** personal data outside of the UK or 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 ten (10) 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 Insurance UK Limited, 20 Fenchurch Street, 5th Floor, London, England EC3M 3BY or via email at dpofficer@fortegra.eu.