



BMW TYRE DAMAGE INSURANCE.

POLICY WORDING.

BMW Insurance Solutions.



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ABOUT YOUR BMW TYRE DAMAGE INSURANCE.

In return for **Your** payment of the **Premium, We** agree to insure **You** in accordance with the terms and conditions contained in the policy documentation provided to **You** in writing by **Us**.

GardX Assure Limited is authorised to sign and issue these documents on **Our** behalf.

In witness whereof this Insurance **Policy** has been signed on behalf of the **Insurer** by:



Mr. Victor Coutin

GardX Assure Limited



BMW Tyre Damage Insurance is 5 Star Defaqto rated and provides one of the highest quality offerings in the market.

1. ABOUT YOUR CERTIFICATE.

BMW Tyre Damage Insurance has been designed to contribute towards the cost of repairing or replacing the **Tyre(s)** fitted to the **Insured Vehicle** in the event that they sustain **Damage** within the **Period of Cover**. Please refer to Section 4. Cover Provided of this Policy Wording.

The **Schedule** is subject to the terms of this Policy Wording and it shows the **Insured Vehicle** that is covered by this Tyre Damage Insurance.

This Policy Wording includes important details about the cover provided and any exclusions that may apply. It must be read in conjunction with **Your** other policy documentation such as **Your Schedule**. Words with special meanings have been listed within the **Definitions** below. These words are printed in bold whenever they appear in this Policy Wording.

Please take the time to read **Your** policy documentation. If **You** have any questions or there is anything that **You** do not understand, please contact GardX Assure on 020 3325 7264 by telephone, or at support-bmwprotect@gardx.co.uk by email.

We have listed the exclusions that apply to **Your** Tyre Damage Insurance below.

Please read this Policy Wording carefully as **Your** failure to comply with any of its terms may render **Your** Tyre Damage Insurance invalid and could jeopardise the payment of any claim which might arise.

This Policy Wording tells **You** what is covered, how claims are administered and other important information.

This insurance is administered by GardX Assure Limited, **They** will help **You** with any questions **You** may have and deal with any claims. **You** should also contact them if **You** need to make any changes to the information disclosed when **You** arranged this insurance.

GardX Assure Limited is registered in England under company Registration Number 9339557 and is authorised and regulated by the Financial Conduct Authority, Registration Number 711212. Their registered office is at Unit 7, Clovelly Business Park, Clovelly Road, Southbourne, Emsworth, United Kingdom, PO10 8PE.

This insurance is underwritten by Helvetia Swiss Insurance Company in Liechtenstein Ltd. Registered office: Aeulestrasse 60 (2. Stock) 9490 Vaduz, Liechtenstein. The **Insurer** is authorised and regulated by the Liechtenstein Financial Market Authority and is deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority 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.

2. ELIGIBILITY.

- 2.1 **You** may only purchase this **Policy** within 60 days from the date **You** take delivery of the **Insured Vehicle**.
- 2.2 If **You** purchase this **Policy** after the delivery of the **Insured Vehicle**, a **Moratorium Period** of 13 days applies after the **Start Date** in which **You** are not able to make a claim.
- 2.3 In order to be eligible for this **Policy**, the following must apply throughout the **Period of Cover**:
- 2.3.1 **You** must be a permanent resident of the United Kingdom;
- 2.3.2 **You** must be the registered keeper of the **Insured Vehicle** or in the case of a lease agreement, the authorised driver of the **Insured Vehicle**;
- 2.3.3 **You** must be a private individual using the **Insured Vehicle** for social, domestic, pleasure, commuting or business purposes;
- 2.3.4 **You** must hold a current valid United Kingdom driving licence, or hold a full internationally recognised driving licence that is valid for use in the United Kingdom, and;
- 2.3.5 **You** must have paid the **Premium**.
- 2.4 This **Policy** will not provide cover for:
- (a) **Tyre(s)** that do not carry the European 'E' mark;
 - (b) Any vehicle that has registered more than 100,000 miles on the odometer on the date **You** purchase this **Policy**;
 - (c) Any vehicle with a gross vehicle weight of more than 3,500kg;
 - (d) Any vehicle insured on any type of motor trade insurance policy; any motor trader, garage or associated company that sells vehicles, the proprietor(s) of such motor trader or garage, or an employee or a direct relative of such proprietor(s);
 - (e) Any vehicle used at any time in a public service capacity, such as a Military, Police or Ambulance vehicle;
 - (f) Any vehicle used at any time for hire and reward; courier or delivery services; short-term self-drive; for the carriage of passengers, including but not limited to taxi services, private hire, or vehicles used for driving instruction purposes in connection with **Your** occupation;
 - (g) Any vehicle used at any time for any type of competition or rally; racing; any type of track day; off road; speed testing; pace making, or reliability trials, or;
 - (h) Motorcycles; quad bikes; tricycles; mopeds; sidecars; trailers; all off-road motorcycles; kit cars; invalid carriages; buses, coaches; stretched limousines, touring caravans or trucks.

3. DEFINITIONS.

The following words will have the meanings described below wherever they appear in this Policy Wording:

Administrator/They means GardX Assure Limited, Unit 7, Clovelly Business Park, Clovelly Road, Southbourne, Emsworth, United Kingdom, PO10 8PE. Whenever **You** contact them please quote the product number on **Your Schedule**;

Benefit means the amount shown in **Your Schedule** that represents the maximum amount **We** will pay for a repair or replacement in connection with any one claim;

Claims Limit means the maximum number of claims **You** can make during the **Period of Cover** as shown in **Your Schedule**. **You** can make up to a maximum of 5 claims during the **Period of Cover**;

Damage means either:

- (a) The accidental or malicious **Damage** by a third party to the **Tyre(s)** fitted to the **Insured Vehicle** resulting in the need for immediate repair or replacement, or;
- (b) A puncture;

Incident means the cause of the **Damage**;

Insured Vehicle means the passenger vehicle described in **Your Schedule**;

Moratorium Period means the 13-day period between the **Start Date** of this Tyre Damage Insurance cover and the first date **You** are able to make a claim. This will only apply if **You** purchase this **Policy** after **You** took the delivery of the **Insured Vehicle**;

Period of Cover means the period as noted on **Your Schedule** for which **We** have agreed to provide Tyre Damage Insurance in accordance with this Policy Wording. If **You** purchase this **Policy** after the delivery of the **Insured Vehicle**, there is a **Moratorium Period** of 13 days after the **Start Date** in which **You** are not able to make a claim;

Policy means this document together with **Your Schedule**;

Premium means the amount payable by **You** (including any taxes, commissions or charges) for cover under this **Policy**;

Repairer means a company authorised by **Us** to carry out a repair to the **Insured Vehicle**;

Schedule means a document **We** will issue to **You** containing important information about **You**, the **Insured Vehicle**, the **Start Date** and the **Premium**;

DEFINITIONS (CONT).

Start Date means the date on which **Your** Tyre Damage Insurance starts as noted on **Your Schedule**;

Supplying Retailer means the authorised motor dealer that supplied the **Insured Vehicle** and sold **You** this **Policy**;

Territorial Limits means the United Kingdom. The **Insured Vehicle** is also covered in the European Economic Area (EEA), Isle of Man, Channel Islands and Switzerland for no more than 60 days per annum;

Tyre(s) means the **Tyre(s)** that are fitted to the **Insured Vehicle**;

Wear and Tear means **Tyre(s)** that have reached the end of their normal working life due to age, usage, defective steering, tyre imbalance, lack of maintenance or where the tread is on or below 2mm across the full width of the **Tyre**;

We/Us/Our/Insurer means Helvetia Swiss Insurance Company in Liechtenstein Ltd., registered office: Aeulestrasse 60 (2. Stock) 9490 Vaduz, Liechtenstein;

You/Your/Yourself means the person named in **Your Schedule**.

4. COVER PROVIDED.

Subject to the terms and conditions, in the event that the **Tyre(s)** fitted to the **Insured Vehicle** sustain any **Damage**, this **Policy** will pay for the following:

- (a) The reasonable cost of the materials and labour that **We** deem to be fair (by assessing market average repair costs) to repair, balance and refit a **Tyre** that can be repaired, or;
- (b) Where a **Tyre** cannot be repaired, the reasonable cost of the materials and labour that **We** deem to be fair (by assessing market average repair costs) to balance and fit a replacement **Tyre** of similar make and quality.

The maximum number of **Tyres** covered under this **Policy** and the maximum amount that this **Policy** will pay per **Tyre** is specified on **Your Schedule**. **You** may make up to a maximum of 5 claims during the **Period of Cover**.

In the event of multiple cases of **Damage** caused by the same **Incident**, each repair or replacement will constitute a separate claim.

Only **Tyre(s)** fitted to the **Insured Vehicle** will be covered.

Repairs can only be carried out in the **Territorial Limits**.

If the risk covered by this **Policy** is also covered by any other insurance, **We** shall only be responsible for paying a fair proportion of any settlement which **We** would otherwise be due to pay.

5. EXCLUSIONS.

- 5.1 **You** will not be compensated for the following:
 - 5.1.1 **Damage** that occurs within the first 13 days from the **Start Date** if **You** purchase this **Policy** after the delivery of the **Insured Vehicle**;
 - 5.1.2 VAT if **You** are VAT registered;
 - 5.1.3 Any costs to repair or replace **Tyre(s)** fitted to the **Insured Vehicle** that **We** do not authorise in advance (unless **You** need to make an emergency **Tyre** claim outside of the Claims Departments opening hours);
 - 5.1.4 **Tyre(s)** fitted to the **Insured Vehicle** if they are used at the incorrect pressure;
 - 5.1.5 Any costs to repair **Tyre(s)** where the **Damage** is caused by **Wear and Tear** due to age and/or usage, including: unevenly worn **Tyre(s)**, fire or theft, or by a road traffic accident where there is a motor insurance claim that involves another vehicle;
 - 5.1.6 Any **Damage** that would not result in failure of an MOT test, for example any claim for cosmetic repair of the **Tyre(s)** only;
 - 5.1.7 Any claim where there has been an attempt to remove the serial number or other identifying marks from the **Tyre(s)**;
 - 5.1.8 **Damage** caused by faulty manufacture or design;
 - 5.1.9 **Damage** caused by incorrect wheel balancing, defective steering geometry/tracking, or defective suspension;
 - 5.1.10 Loss of use of the **Insured Vehicle** or any other losses that are caused by the event which led to **Your** claim that fall outside the scope of cover of this policy. This includes but is not limited to travel expenses or loss of earnings;
 - 5.1.11 Any indirect losses incurred as a result of the **Damage** to the **Tyre(s)**. An example of this would be **Damage** to suspension components;
 - 5.1.12 **Tyre(s)** that have a tread depth on or below 2mm across the full width of the **Tyre(s)**;
 - 5.1.13 **Damage** caused by pressure waves of an aircraft or of other aerial device travelling at subsonic or supersonic speed;
 - 5.1.14 Any claim arising as a result of war; any warlike activity (whether war be declared or not); civil unrest, or any act that the United Kingdom Government considers to be an act of terrorism;

EXCLUSIONS (CONT).

- 5.115 Any **Damage** that is directly or indirectly caused by ionising radiation; the combustion of nuclear fuel; contamination by radioactivity from any nuclear fuel or waste, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or associated nuclear parts;
- 5.116 Any claim that occurs and is notified before the **Start Date**, outside the **Period of Cover**, or outside the **Territorial Limits**.

6. GENERAL CONDITIONS.

- 6.1 **You** must fulfil certain obligations in order to ensure that **Your** Tyre Damage Insurance remains valid:
- 6.1.1 **You** must report **Your** claim within 30 days of the **Incident**;
- 6.1.2 **You** must maintain the **Insured Vehicle** in an efficient and roadworthy condition;
- 6.1.3 **You** must give **Us** true and complete information;
- 6.1.4 **You** must comply with **Our** reasonable requests;
- 6.1.5 **You** must follow the prescribed claims procedure as explained in this Policy Wording or by the **Administrator**;
- 6.1.6 **You** must inform **Us**, via the **Administrator**, if any of the details in **Your Schedule** are incorrect or need updating, as well as the following:
 - (a) **You** change or transfer ownership of the **Insured Vehicle**;
 - (b) **You** change what **You** use the **Insured Vehicle** for (for example, if **You** start using it for commercial purposes);
 - (c) **You** customise or make alterations to the **Insured Vehicle**;

If **You** advise **Us** of a change in **Your** circumstance which results in **You** or the **Insured Vehicle** becoming ineligible for cover, **We** will cancel **Your Policy**. Please refer to Section 7. Cancellation and Cooling off Period of this Policy Wording. Failure to advise **Us** of a change in **Your** circumstances may result in **You** or the **Insured Vehicle** becoming ineligible for cover and **Your** claim not being paid.

- 6.2 If **You** do not adhere to the terms and conditions of this **Policy**, it may delay settlement of **Your** claim.
- 6.3 **We** reserve the right to examine the **Insured Vehicle** and subject the **Tyre(s)** to independent expert assessment before the commencement of repairs. In the event of any dispute arising as to the extent of the Insurer's liability, the decision of the independent assessor shall be final.
- 6.4. **We** reserve the right to ask for proof of ownership of the **Insured Vehicle**.
- 6.5 This **Policy** is not renewable.
- 6.6 This **Policy** is in addition to **Your** legal rights.

7. CANCELLATION AND COOLING OFF PERIOD.

- 7.1 **We** trust that **You** will be happy with **Your Tyre Damage Insurance**. However, **You** have the right to cancel it within 30 days of receiving **Your Policy** and return to **Your Supplying Retailer** who will arrange a refund.
- 7.2 If **You** cancel after the first 30 days **You** will be entitled to a pro-rata refund for the number of complete unexpired days remaining of **Your Policy**, subject to a cancellation fee of £15. If **You** wish to cancel **Your Policy** please contact the **Administrator** on 020 3325 7264.
- 7.3 The cancellation date will be the date the documents are received by the **Administrator**.
- 7.4 **We** reserve the right to cancel **Your Tyre Damage Insurance** by giving **You** 30 days' notice at any stage during the **Period of Cover**. In this event **We** will refund **You** for the unexpired portion of **Your Premium**.
- 7.5 **We** may cancel **Your Policy** due to the non-payment of **Premium**, if **You** use threatening or abusive behaviour or language or **We** have reasonable suspicion of fraud. This is not an exhaustive list.
- 7.6 If **You** are paying for **Your Policy** via a monthly funding option, and **You** wish to cancel **Your Policy**, **You** may be entitled to a pro rata refund. **We** will pay the refund to the finance provider, who will refund **You** once any funding costs have been deducted. If **You** owe more than the pro rata refund amount, **You** will be liable for any outstanding costs.
- 7.7 If **You** are paying for **Your Policy** via a monthly funding option, and **You** default on **Your** payments, **Your Policy** will be cancelled. **You** may be entitled to a pro rata refund. **We** will pay the refund to the finance provider, who will refund **You** once any funding costs have been deducted. If **You** owe more than the pro rata refund amount, **You** will be liable for any outstanding costs.
- 7.8 **We** will not refund any **Premium** paid if a claim has been paid or if an **Incident** that may give rise to a claim has occurred.

8. AUTOMATIC TERMINATION.

- 8.1 **You** Tyre Damage Insurance will automatically terminate on the earliest date one of the following events happen:
 - 8.1.1 **You** dispose of, or transfer ownership of the **Insured Vehicle** to another party, and **You** do not inform **Us**;
 - 8.1.2 **You** dispose of, or transfer ownership of the **Insured Vehicle** to a garage, motor trader, auctioneers or similar company;
 - 8.1.3 **Your Policy** expires as per **Your Schedule**;
 - 8.1.4 **You** cease to be resident in the United Kingdom.

9. HOW TO MAKE A CLAIM.

- 9.1 When **You** become aware of any damage that could lead to a claim **You** must notify the **Administrator** by either:
- Downloading our GardX Assure Claims App via **Your** app store and registering **Your** claim
 - Telephone on **020 3325 7264**
 - Email to **support-bmwprotect@gardx.co.uk**
- within 30 days of the **Incident**. **You** must comply with the claims procedure as explained in this Policy Wording and by the **Administrator**.
- 9.2 In order to authorise a claim, the **Administrator** will require:
- 9.2.1 **Your** personal and the **Insured Vehicle** details;
- 9.2.2 Full details of the damage.
- 9.3 **You** may be requested to provide the **Administrator** with a digital photo of the damage and documentation to support **Your** claim. **Your** photos can be emailed to: **support-bmwprotect@gardx.co.uk**
- 9.4 If **Damage** to the **Tyre(s)** fitted to the **Insured Vehicle** occurs as a result of a malicious incident, **You** must first report the incident to the Police and **You** must obtain a crime reference number.
- 9.5 Upon receipt of the information requested in 9.2 and 9.3, and 9.4 where applicable, the **Administrator** will review **Your** claim. If **Your** claim is covered by this **Policy**, the **Administrator** will authorise **Your** claim. Only **We** or the **Administrator** are mandated to authorise or reject claims.
- 9.6 **You** must allow the **Administrator** or **Us** or **Our** authorised **Repairer** access to inspect the **Insured Vehicle** if it is the subject of a claim.
- 9.7 If **You** are not satisfied that the repair has been properly completed, please contact the **Administrator** immediately.
- 9.8 **We** reserve the right to settle **Your** claim in cash up to the **Maximum Benefit** amount shown in **Your Schedule** in lieu of arranging a repair of **Your Tyre(s)**.
- 9.9 If **You** require emergency **Tyre** assistance when the claims office is closed or the **Repairer** refuses to wait for payment from **Us**, **You** will need to settle the repair invoice and claim reimbursement from **Us**. **You** should contact **Us** as soon as possible and should retain the damaged **Tyre(s)** for 30 days to allow inspection. If **You** are unable to retain the damaged **Tyre(s)** **You** will be asked to supply photographs of the damage to support **Your** claim. Provided that **Your** claim is valid, **We** will reimburse **You** up to the limits specified on **Schedule**.

10. TRANSFERRING YOUR COVER.

- 10.1 **You** may transfer the benefits of this **Policy** to a new private owner during the **Period of Cover**, provided that:
 - 10.1.1 The **Insured Vehicle** is sold or gifted privately and not through a garage, motor trader, auction or similar;
 - 10.1.2 The Eligibility criteria for this **Policy** continues to be met;
 - 10.1.3 There are no repairs outstanding or claims pending, and;
 - 10.1.4 If **You** have chosen to pay for this **Policy** in instalments via an instalment agreement, the **Premium** must be paid in full.
- 10.2 **You** should notify the **Administrator** by telephone on 020 3325 7264, or by email at support-bmwprotect@gardx.co.uk. The **Start Date**, the **Period of Cover** and the **Claims Limit** that this **Policy** will provide cover for will remain the same.
- 10.3 Please note that the transfer will be subject to **Our** approval.

11. WHAT TO DO IF YOU HAVE A COMPLAINT.

We always aim to provide a first class standard of service. However, if **You** are dissatisfied **You** should in the first instance contact the **Administrator**, quoting **Your** product number.

Their contact details are:

Quality and Compliance Manager
GardX Assure Limited
Unit 7, Clovelly Business Park
Clovelly Road
Southbourne, Emsworth
PO10 8PE

Telephone: 020 3325 7264

Email: feedback-bmwprotect@gardx.co.uk

We, the **Supplying Retailer**, and the **Administrator** aim to provide **You** with a prompt and efficient service at all times but on occasions this may not be possible and **We/They** may fall short of **Your** expectations. If **We** or **They** have not provided **You** with a prompt and efficient service and **You** wish to complain, please contact the **Administrator**.

If **Your** complaint is in relation to the way in which **Your** insurance was sold, the **Supplying Retailer** and the **Administrator** will deal with **Your** complaint. The **Administrator** will confirm receipt of **Your** complaint promptly and aim to resolve the problem within 8 weeks.

If, after making a complaint, **You** are unhappy with the final response and **You** are an eligible complainant **You** may wish to contact the Financial Services Ombudsman. **You** have six months from the date of the final response letter to contact them.

Their contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Lo Call: 0300 123 9123

Telephone: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

The Financial Services Ombudsman decision is binding on **Us** but not **You**. The complaints procedure set out above does not affect **Your** right to take legal action against **Us**, or the **Administrator**.

WHAT TO DO IF YOU HAVE A COMPLAINT (CONT).

If **Your** complaint is about Helvetia Swiss Insurance Company in Liechtenstein Ltd. or the policy terms and conditions the **Administrator** may refer **Your** complaint to **Us**.

We or the **Administrator** will investigate **Your** complaint and issue a final response letter. **We** can be contacted by email at: partnerbusiness-nl@helvetia.ch.

12. DATA PROTECTION.

We and BMW Financial Services (GB) Limited need to obtain personal information from **You** to provide **You** with this **Policy** and in connection with the provision of this **Policy**.

We are the Data Controller for the data **You** provide to **Us**. **We** need to use **Your** data in order to arrange **Your** insurance and associated products. **You** are obliged to provide information without which **We** will be unable to provide a service to **You**. Any personal information provided by **You** may be held by the **Insurer** in relation to **Your** insurance cover. It may be used by **Our** relevant staff in making a decision concerning **Your** insurance and for the purpose of servicing **Your** cover and administering claims.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **You** from credit reference agencies, fraud prevention agencies and others to check **Your** credit status and identity. The agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries. **We** may check **Your** details with fraud prevention agencies. If **You** provide false or inaccurate information and **We** suspect fraud, **We** will record this.

We and other organisations may use these records to:

- (a) Help make decisions on insurance proposals and insurance claims, for **You** and members of **Your** household;
- (b) Trace debtors, recover debt, prevent fraud, and manage **Your Policy**;
- (c) Check **Your** identity to prevent money laundering, unless **You** furnish **Us** with satisfactory proof of identity.

We process all data in the European Economic Area (EEA) but where **We** need to disclose data to parties outside the European Economic Area (EEA), **We** will take reasonable steps to ensure the privacy of **Your** data. In order to protect **Our** legal position, **We** will retain **Your** data for a minimum of 7 years. **We** have a Data Protection regime in place to oversee the effective and secure processing of **Your** data. Under EU GDPR and the UK GDPR legislation, **You** can ask **Us** for a copy of the data **We** hold, have it corrected, sent to a third party or deleted (subject to **Our** need to hold data for legal reasons). **We** will not make **Your** personal details available to any companies to use for their own marketing purposes. If **You** wish to complain about how **We** have handled **Your** data, **You** can contact **Us** and **We** will investigate the matter.

DATA PROTECTION (CONT).

If **You** require more information or have any questions concerning the **Administrator's** use of **Your** personal data, please contact The Data Protection Officer, Unit 7, Clovelly Business Park, Clovelly Road Southbourne, Hampshire, PO10 8PE or via email at dataprotectionofficer@gardx.co.uk.

To view a copy of the Helvetia Swiss Insurance Company in Liechtenstein Ltd. privacy policy, it can be found at <https://www.helvetia.com/privacy>.

If **You** are not satisfied with **Our** response or believe **We** are processing **Your** data incorrectly **You** can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF
Tel: 0303 123 1113.

13. LEGAL, REGULATORY AND OTHER.

13.1 Language Applicable to Contract

This contract, all accompanying documents and all communication about it will be in English.

13.2 Governing Law

Unless **You** and **We** both agree otherwise, the law which applies to this insurance is the law applicable to the part of the United Kingdom in which **You** live.

Any legal proceedings between **You** and **Us** in connection with this contract will take place in the courts of the part of the United Kingdom in which **You** live.

13.3 The **Insurer's** Liability

Helvetia Swiss Insurance Company in Liechtenstein Ltd., whose registered office is at Aeulestrasse 60 (2. Stock) 9490 Vaduz, Liechtenstein, is authorised and regulated by the Liechtenstein Financial Market Authority and is deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority 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.

13.4 Contracts (Rights of Third Parties) Act 1999

This insurance is a legally binding contract between **You** and **Us** and does not give, or intend to give, rights to anyone else. Only **You** or **We** can enforce the terms of this contract.

13.5 Sanctions

We will not provide any benefit under this contract of insurance if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

13.6 Fraudulent Claims or Misleading Information

We take a robust approach to fraud prevention. If any claim under this insurance is fraudulent or intended to mislead, or if any misleading or fraudulent means are used by **You** or anyone acting on **Your** behalf to obtain benefit under this insurance, **Your** right to any benefit under this insurance will end, **Your** cover will be cancelled and **We** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. **We** may also inform the police.

LEGAL, REGULATORY AND OTHER (CONT).

13.7 Financial Services Compensation Scheme

The **Insurer** is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the **Insurer** is unable to meet their obligations under this insurance, an Insured Person may be entitled to compensation from the Compensation Scheme.

Further information is available from their website:

www.fscs.org.uk

13.8 Equality Act 2010

In line with the Equality Act 2010, this wording is available in large print upon request.