



Dynamo Cover

Motor Warranty

Dynamo Cover Motor Warranty

Cover Level: Silver

Introduction

Firstly; We'd like to thank **you** for purchasing this policy,

In this pack are some important details of your cover along with your policy certificate. It's important that **you** print off your certificate, and keep it in the insured vehicle at all times as it holds all the details about your policy and level of cover, should you need to make a claim.

Who do I need to call?

Should **you** have a policy query, need to change something or want to renew, then **you**'ll need to call our customer assistance team on: **0330 22 32 897**

Should **you** have need to make a claim on **your** policy please call our claims team on: **0161 451 4803.**

If you have purchased our breakdown insurance as an addition and should **you** need to be rescued, then please call our 24hr emergency telephone number on: **01206 785 985**

I hope **you** have been pleased with our service so far, and hope that we'll continue to impress **you** for years to come...



Alex Mills
Managing Director

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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 Fortegra Europe Insurance Company Limited. **Your Statement of Demands and Needs** and the undertaking to pay the premium, forms the basis of the **Policy**.
- The **Administrator** (Defend Insurance) 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 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 insurance becoming void.
- Please note that as in **Section 12 - 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 10151 Deerwood Park Blvd., Bldg. 100, Suite 330, Jacksonville, FL 32256, holds more than 10% of the voting rights and capital of both **Us** and the **Administrator** 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**.

DEFINITIONS

Administrator: DEFEND INSURANCE s.r.o. Email; customerservice@defendinsurance.co.uk, Telephone No: 0161 451 4804; Address; Roztylska 1860/1 148 00 Prague, Czech Republic. DEFEND INSURANCE s.r.o. is a licensed independent insurance intermediary regulated by the Czech National Bank and is registered by the Financial Conduct Authority for the conduct of general insurance business under Temporary Permissions Regime for inbound EEA Firms, under the Firm Reference Number 679738. These registration details can be checked on the Financial Conduct Authority's Financial Services Register. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the United Kingdom for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Additional details on the extent of DEFEND INSURANCE s.r.o.'s authorisation and regulation by the Financial Conduct Authority are available from the Administrator on request.

Policy means the **Mechanical Breakdown Insurance Policy** underwritten between **You** (the Insured) and Fortegra Europe Insurance Company Limited

Foreign Matter means any object not forming part of the **Vehicle**.

Geographical Limits means the areas in which the **Policy** is effective and are Great Britain, Northern Ireland and Channel Islands plus any additional area detailed under Extra Benefits.

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Indemnity Limit means the amount shown in the Proposal / **Policy** Schedule subject to the lower limits as stated in these terms and conditions, inclusive of VAT up to the purchase price of the **Vehicle**

Insured / You / Your Any individual who is detailed on the **Policy** Schedule and who has applied for this **Policy** and has agreed to pay the premium under this **Policy**.

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

Mechanical Breakdown means the sudden failure of a mechanical or electrical component, causing a sudden stoppage of its function, for a reason other than wear and tear, deterioration or negligence. Damage caused by the effect of overheating or abuse is not regarded as a Mechanical Breakdown under the terms of the **Policy**.

Period of Insurance means the period as shown on the schedule, from the start date to the end date of the **Policy**.

Proposal/Policy Schedule means any signed proposal and declaration together with any additional information **You** may have supplied to Us in support of **Your** application for insurance.

Vehicle means the **Vehicle** as specified on the **Proposal/Policy Schedule**.

Retailer means Dynamo Cover Limited. Email; sales@dynamocover.com , Telephone No: 0330 22 32 897; Address; Cardiff House, Cardiff Rd, Barry, CF63 2AW .

Wear and Tear means the expected gradual reduction or deterioration in operating performance and/or function of any part(s) due to the age and/or mileage and/or usage of the **Vehicle**.

ELIGIBILITY

- **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
- The **Vehicle** is under 10 years of age and has covered less than 100,000 miles
- The **Vehicle** must be taxed and legal for use on the public highway

POLICY TERM

The length of cover **You** have chosen is stated on **Your Certificate of Insurance** and will be a maximum of thirty-six (36) months . **Your** cover will end at the earliest of any of the below and is not renewable:

- **You** failing to pay **Your** premium when due; or

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- **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 transferred to a new owner, other than under **Section 9 - TRANSFERRING YOUR POLICY**; or
- the **Policy** being cancelled by either **You** or **Us**; or
- The expiry date of the **Policy** as detailed on the **Certificate of Insurance**.

WHAT IS COVERED

Please see **Your** proposal form for details of the maximum amounts that may be paid for each and any claim. These may be subject to lower limits as stated on these pages. All limits include VAT. There is no restriction to the number of claims **You** can make. Labour charges will be payable at £60 per hour inclusive of VAT.

This **Policy** covers the following parts against **Mechanical Breakdown** as defined below:

| | |
|--------------------------|---|
| Engine | The rocker assembly, including hydraulic followers, inlet and exhaust valves [not burnt valves], springs and guides, cylinder head [not cracks and de-coking], cylinder head gasket [except skim], push rods, camshaft and followers, timing gears and chains [excluding tensioner and connected electronic devices], oil pump, pistons and rings, cylinder bores [not cracked or porous bores], con rods, gudgeon pins and bearings, crankshaft and bearings, inlet manifold, solid mass or single flywheel (Not Dual Mass) and ring gear. Timing belts are covered as long as they have been changed in line with the manufacturer's schedules. You will need to be able to provide proof of this. |
| Manual gearbox | Internal shafts, gears, synchromesh hubs, selectors, bearings and bushes and transfer gears. |
| Automatic gearbox | Internal shafts, gears, clutches, brake bands, valve block, governor, oil pump, bearings and bushes, servo, drive plate and transfer gears |
| Torque converter | Failure of any internal mechanical parts. Differential Internal crown wheel and pinion, gears, shafts, bearings and bushes |
| Clutch | Centre plate, pressure plate, release bearing, oil m contamination [centre plate only] and master and slave cylinders |

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|----------------------------------|--|
| Front wheel drive | Drive shafts, including constant velocity joints, joints and couplings [not gaiters]. |
| Wheel bearings | Front and rear wheel bearings |
| Propshaft | Universal joints and couplings. |
| Rear Wheel Drive | Half shafts, rear wheel external drive shafts, including constant velocity joints, universal joints and couplings [not gaiters]. |
| Fuel injection system | Throttle body, airflow meter, idle control valve, cold start valve, warm up regulator, overrun cut off valve, throttle potentiometer, fuel accumulator, pressure regulator, map sensor [except injectors and heater plugs]. |
| Engine cooling system | Radiator, oil cooler, heater matrix, water pump, viscous fan coupling, thermostat and thermostat housing. |
| Steering | Steering rack and pinion [not gaiters], steering box, power steering rack and pump, idler box. |
| Front and rear suspension | Hydrolastic displacers and hydropneumatic spheres, coil springs, upper and lower wishbones and ball and swivel joints. |
| Brakes | Brake master cylinder, wheel cylinders, restrictor valve, brake caliper seals and servo |
| Electrical system | Starter motor and solenoid, alternator, window and sun roof motors, electric window switches, sunroof switch, centralised locking motors, heater fan motor, indicator flasher relay, distributor, front and rear windscreen wiper and washer motors, thermostatically controlled radiator fan motor, horn and multi function stalk switch. |
| Working Materials | Oils, oil filter and anti freeze are covered only if it is essential to replace them because of the failure of a part which is covered under this Policy . |

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WHAT IS NOT COVERED

1. Any part that is not listed under the "What is Covered" section of this **Policy**
2. Any pre-existing faults to the vehicle prior to the policy purchase date.
3. **We** will not accept liability for any claim which is reported to the **Administrator** more than 14 days after the relevant fault is discovered.
4. **We** will not accept for any claim where the repair has not commenced within 14 days of the relevant fault being reported to the **Administrator**.
5. The **Policy** does not apply to: **Vehicles** used for hire or reward (for example Taxis, self drive hire or driving schools), **Vehicles** used for any kind of timed competition or race; or non standard customized or modified **Vehicles**.
6. **We** will not accept any liability for damage caused by: Neglect, corrosion, any **Foreign Matter**, getting into or onto a part; lack of servicing, the effects of over- heating, whether caused by an insured part or not; freezing, abuse, damage to parts not covered by this **Policy** or consequential damage; or damage to parts **We** cover caused by parts not covered by the **Policy**.
7. Any claim within the first 30 (thirty) days of commencement of the **Policy**.
8. Wear and Tear, unless the additional premium has been paid and is detailed in your **Schedule of Insurance**.
9. Any Excess that has been applied to this **Policy**.
10. Breakdown or damage to part(s) (whether insured or not) caused by or arising from overheating, corrosion, frost, water, freezing liquids, abuse, oxidisation, not having the **Vehicle** serviced in line with the conditions of this **Policy**, not maintaining the **Vehicle** as set out in the Servicing section of this **Policy**, blockages, build up of contaminants, sludge or silt, or other foreign or waste matter that has prevented the part(s) from working properly, the gradual reduction in operating performance commensurate with the age and mileage covered by the **Vehicle** including but not limited to the gradual loss of engine compression necessitating the repair of valves or rings, gradual increase in oil consumption due to normal operating functions.
11. Repairing or replacing part(s) which the **Administrator** believes were faulty or could have been identified by a suitably qualified engineer as being faulty before this **Policy** started.
12. Breakdown or damage caused by the use of the incorrect fuel, oil, lubricant, coolant or any other fluid.
13. Wear and Tear for any vehicle over five (5) years of age at the time of the policy start date.
14. Diagnosis costs.
15. Labour costs above £60 per hour inclusive of VAT.

We will not accept liability for:

- Deterioration.
- The effects of poor repairs, faults or defects at the time of the sale.
- Parts which have been fitted incorrectly.
- Parts which are of faulty manufacture or design.
- Parts not fitted as standard or optional extra by the manufacturer, unless cover for such items is agreed beforehand.
- Good engineering practice (any parts which have not failed but have been reported and advised or recommended to be replaced during routine servicing and/or repair or at the time a repair is in progress).

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The **Policy** excludes any damage caused by fire, accident or any road hazard whether or not insured under any motor insurance or accidental damage **Policy**. It does not provide cover for other people or physical injury. **We** will not accept liability for damage caused by war risks, sonic booms or nuclear radiation.

HOW TO MAKE A CLAIM

Claims are processed entirely by phone, ensuring a fast, effective and simple claim procedure. Wherever possible, to avoid **You** being out of pocket, the **Administrator** will settle authorised claims directly with the repairer. Please ensure **You** follow the claims procedure, if **You** do not, the **Administrator** may not pay **Your** claim.

1. NOTIFY US

Telephone the **Administrator** on 0161 451 4803. The **Administrator** will make a note of **Your** claim and advise **You** of the location of **Your** nearest approved repairer.

IMPORTANT: In order for the **Administrator** to pay the approved repairer directly, **You** (not the repairer) must notify the **Administrator** of **Your** claim. This must be done before **You** give permission to a repairer to carry out any fault finding or remedial work. Notification from a repairer of a possible claim will not be accepted by the **Administrator**.

2. CONTACT THE REPAIRER

Book **Your Vehicle** in with the repairer and give **Your** permission to carry out any fault finding/diagnosis or dismantling necessary.

3. REPAIRER OBTAINS AUTHORITY

Once **Your Vehicle, Policy** schedule and service records have been handed to the repairer they will contact the **Administrator** to request approval for repairs.

4. AUTHORITY FOR CLAIM VALUE

If **Your** claim is accepted, an authorisation number will be issued to the repairer for the amount that will be paid under this **Policy**.

You are responsible for paying any amount the repairer charges over and above the authorised amount.

5. PAYMENT OF THE CLAIM

On completion of the repairs, the repairer must submit an invoice directly to the **Administrator**. The invoice must clearly show the authorisation number given, details of who the **Administrator** should pay and contain full details of the repairs, including details of all PART(s) used, labour and VAT. The **Administrator** may also need to see **Your** original service invoices.

The authorisation number will only be effective for ninety (90) days from the date it was issued and no payments will be made in respect of the authorisation number after the expiry of the ninety (90) day period.

TO ALLOW YOUR CLAIM TO BE DEALT WITH EFFICIENTLY PLEASE OBSERVE THE FOLLOWING POINTS.

1. Check **Your Policy** type covers the parts(s) which have caused the breakdown.
2. Call the **Administrator** at the first opportunity if **You** believe **You** may need to make a claim.
3. Do not ask the repairer to notify the **Administrator** of a claim, this must be done by **You** the **Policy** holder.
4. If a repair is started without an authorisation number the costs will be **Your** responsibility and will automatically invalidate any claim under this **Policy**.

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5. Please ensure **You** provide **Your Policy** schedule and service records to the repairer.

CLAIMS CONDITIONS

- 1) The **Administrator** cannot agree to any claim without providing a claims authority number. The repairer must not start any repairs without this number. Please quote **Your** claims authority number each time **You** contact the **Administrator** about **Your** claim and make sure the repairer includes this number on their invoice.
- 2) If when making a claim **You** do not follow the correct procedure, **We** will not be able to pay **Your** claim in this instance.
- 3) No liability shall exist in respect of parts supplied, repairs carried out or any other claim under the **Policy** other than claims made in accordance with the procedures set out in these terms and conditions and for which specific authorisation is given by the **Administrator**.
- 4) **We** reserve the right to provide replacement parts and to carry out repairs under the **Policy** or to arrange for their provision by other persons.
- 5) The **Administrator** may insist that **Your** repairer uses exchanged or reconditioned parts to affect a repair.
- 6) If the part to be replaced has some wear or the part improves the general condition or value of the **Vehicle**, **You** may be required to pay an amount towards the improvement.
- 7) The amount of time allowed for labour will be in line with the manufacturer's/Glass's Guide standard repair times.
- 8) The cost of diagnosis is not included
- 9) The **Insurer** and the **Administrator** reserve the right to examine the **Vehicle**, to subject it to expert independent assessment and to name the repairer to be used. The **Administrator** will use the results of any expert independent assessment to determine the amount to be paid in respect of a claim. This will be subject to the claimable limits and the terms and conditions of the **Policy**.

POLICY CONDITIONS

You must comply with the following conditions to have the full protection of the **Policy**. If **You** do not comply with them **We** may at **Our** option cancel the **Policy** or refuse to deal with **Your** claim or reduce the amount of any claim payment.

Duty of Care

You must not continue to drive the **Vehicle** after any damage or incident if this could cause further damage to the **Vehicle**.

Fraud

You must not act in a fraudulent manner. If **You**, or anyone acting for **You**, make a claim under the **Policy** knowing the claim to be false, or fraudulently exaggerated in any respect; or make a statement in support of a claim, knowing the statement to be false in any respect; or submit a document in support of a claim, knowing the document to be forged or false in any respect; or make a claim in respect of any loss or damage caused by **Your** willful act, or with **Your** connivance, then:

- **We** shall not pay the claim;
- **We** shall not pay any other claim which has been made or will be made under the **Policy**;

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- **We** may at **Our** option declare the **Policy** void;
- **We** shall be entitled to recover from **You** the amount of any claim already paid under the **Policy**;
- **We** shall not make any return of premium; and
- **We** may inform the police of the circumstances.

Notification of Changes

If any of the following changes occur **You** must notify the **Retailer** Dynamo Cover Ltd immediately.

- Change of address
- The use of **Vehicle** e.g. being used for Private Hire
- Any modifications to **Your Vehicle**
- The **Vehicle** is used for more than sixty (60) days abroad in any one (1) year

Failure to notify **Us** of any changes may invalidate **Your** cover under the **Policy**.

We will then advise **You** of any changes in terms. **You** can contact the **Retailer** either by calling 0330 22 32 897 or emailing sales@dynamocover.com

CANCELLATION

You may cancel the **Policy** within thirty (30) days of the start date without financial penalty provided no claim has been submitted. Thereafter both parties must give thirty (30) days' notice of cancellation. The **Policy** has no surrender value and no premium paid will be refunded after thirty (30) days of the start date.

You may also be required to pay the **Retailer** a fee for their services should you cancel the contract.

TRANSFER OF OWNERSHIP

If **You** want to sell the **Vehicle** **You** will be able to transfer the remainder of the **Policy** to the new owner. **You** must apply to the **Retailer** Dynamo Cover to transfer the **Policy** before **You** sell the **Vehicle**. There is a fee of £25 which **You** must enclose with **Your** application. The **Policy** cannot be transferred if the **Vehicle** is sold to a dealer or trader and the **Policy** will be automatically cancelled on such a sale. The unexpired portion of the **Policy** is transferable upon resale of the **Vehicle** to a private individual, provided that:

- All documentation relevant to the **Policy** has been passed over to the new owner; and
- The **Vehicle** has been serviced and maintained according to the **Policy**.

We may declare void any **Policy** where the Proposal / **Policy** Schedule does not correctly show the exact **Vehicle** type, model, age and mileage. If **You** give incorrect information on the Proposal / **Policy** Schedule, the **Policy** may be void or, at the **Administrator's** option, allowed to continue subject to the payment and receipt of any additional premium that may be required to reflect the correct information.

The mileage quoted on the Proposal / **Policy** Schedule does not guarantee that this is the true distance the **Vehicle** has covered.

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We will not pay more than the limits shown on the Proposal / **Policy** Schedule or as otherwise restricted in these terms and conditions.

The **Policy** will only be valid if the Proposal / **Policy** Schedule has been received by the **Administrator** and the premium has been paid and received in accordance with these terms and conditions. The **Administrator** has the right to refuse an application for cover.

Your rights as set out in the **Policy** are in addition to **Your** legal rights.

You cannot change these terms and conditions unless **You** have **Our** written agreement. **We** may appoint any person to handle claims, including payment thereof. **We** reserve the right to change at any time any of the parties providing administration or claims handling or related services under the **Policy**.

At the time of cover the **Vehicle** must be taxed and legal for use on the public highway

SERVICING

You are required to ensure and maintain the servicing of **Your Vehicle** by a VAT-registered garage.

SERVICE REQUIREMENT:

The **Vehicle** must be serviced in line with the manufacturers guidelines or at intervals of twelve (12) months / 12000 miles whichever is sooner and must consist of:

- Change engine oil and filter.
- Check oil levels in the gearbox and differential and top up where necessary.
- Check coolant level and anti-freeze/inhibitor strength. Top up where necessary.
- Check timing belt [if fitted] and renew if necessary.
- Brake fluid must be replaced in accordance with the manufacturer's recommendation.

SERVICE TIMING: The **Vehicle** must be serviced within twenty-one (21) days or 500 miles (whichever is sooner) of the due timing of the **Vehicle** service.

PROOF OF SERVICING: Acceptable proof of servicing is either the **Vehicle** service handbook which has been correctly stamped and completed by a VAT registered garage or fully detailed VAT service invoice(s) indicating servicing dates and mileages.

SERVICE HISTORY AT POLICY START DATE

1. Where the service schedule has been carried out by a VAT registered garage and has been correctly stamped and completed in the service handbook of the **Vehicle** or fully detailed VAT service invoice(s) indicating servicing dates and mileages are provided, continue to follow the SERVICE REQUIREMENT of this **Policy**.
2. If the **Vehicle** has a partial service history but a service has been carried out in the last twelve (12) months by a VAT registered garage following the manufacturers service requirements continue to follow the SERVICE REQUIRMENT of this **Policy**.
3. If the **Vehicle** has incomplete or no previous service history at inception of this **Policy** then a service in accordance with the SERVICE REQUIREMENT of this **Policy** must be carried out within twenty-one (21) days or 500 miles (whichever sooner) of inception of the **Policy**.

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4. Failure to maintain and provide proof that the service standards set out in points 1,2 and 3 under this section of this **Policy** have been met will invalidate the cover.

Warning

Timing belts [otherwise known as camshaft drive belts]. If **Your Vehicle** has a timing belt, please make sure that it is in good condition and that it is checked and changed in line with the manufacturer's recommendations. If the timing belt breaks it can cause serious and unnecessary engine damage and inconvenience. No responsibility will be accepted for damage caused by the failure of a worn out timing belt which was not checked at either at purchase or annual inspection.

EXTRA BENEFITS

The extra benefits listed below will be provided subject to the limits specified in the Proposal / **Policy** Schedule if any of the parts covered under the **Policy** fail and **You** are stranded with the **Vehicle**.

Vehicle Replacement

The **Administrator** will pay up to £30 a day [including VAT], for up to seven days, towards the cost of a replacement **Vehicle**. **You** can only have a replacement **Vehicle** if the **Vehicle** is being repaired under the **Policy** and prior authority has been given by the **Administrator's** claims department.

Exclusions

- **We** will not provide a replacement **Vehicle** for the first twenty-four (24) hours that **You** are without the **Vehicle** or during any delay the repairer may have waiting for parts or commencing repairs.
- **We** will not cover the costs of or fuel or insurance for the replacement **Vehicle**.
- **We** will not cover any motoring fines and congestion charges that **You** may incur.

Recovery

If **You have not** chosen the annual breakdown cover product available separately, then the **Administrator** will pay up to £100 [including VAT] towards the cost of towing the **Vehicle** to the nearest repairer if the **Vehicle** suffers a **Mechanical Breakdown**. **You** should ensure that **Your** repairer obtains an authority number that covers the recovery, and that the invoice of the person who recovered the **Vehicle** or the repairer's invoice is sent to:

The **Administrator** Defend Insurance s.r.o EMAIL: claims@defendinsurance.co.uk

Overnight Accommodation and Rail Fares

The **Administrator** will pay up to £60 towards hotel expenses or a return rail ticket if the **Vehicle** suffers a valid **Mechanical Breakdown** and **You** are unable to return home. **We** will require **You** to provide proof of the expenditure. **You** cannot claim for the cost of meals and drinks.

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You can only qualify for overnight accommodation and rail fares if the **Vehicle** is being repaired under the **Policy** and prior authority has been given by the **Administrator's** claims department.

Driving abroad

The **Policy** is valid for up to an aggregate of sixty (60) days per annum for driving in the Republic of Ireland and mainland Europe. The Administrator will not pay more than the equivalent UK cost for parts and labour.

N.B. These benefits will not be provided if the failure is not covered by the **Policy**. Payments will be limited to those levels outlined in the **Policy**.

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 **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:

- calling 0161 451 4804; or
- emailing customerservice@defendinsurance.co.uk

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

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

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

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

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

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.

SANCTIONS

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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.

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;
- **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**.

APPLICABLE LAW

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

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/.

PRIVACY AND DATA PROTECTION NOTICE

Data Protection

Fortegra Europe Insurance Company Ltd (a joint Data Controller with the **Administrator** and the **Retailer**) 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 also

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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-Imsida, Gzira, GZR 1401, Malta or via email at dpofficer@fortegramalta.com.

For information on the other data controller parties please see the full privacy policies of the **Administrator** <https://www.defendinsurance.eu/ew/0a1434ce-15fd-40bd-9ea8-ab58ddda1e78-nc> and the privacy policy for the **Retailer** can be found on their website.