

## Mechanical Breakdown Insurance Listed Component Cover

### 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**, and Fortegra Europe Insurance Company 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**.
- This **Policy** is being sold to **You** via the appointed representatives of the **Administrator** who has been appointed by **Us** as **Our** agent to accept insurance covers and handle claims on **Our** behalf.
- The appointed representatives of the **Administrator**, the **Administrator** or **Us** do not provide advice or a personal recommendation about the suitability of this **Policy**. It is **Your** responsibility to ensure that 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 retailer or the **Administrator**.
- Please read these terms and conditions carefully, in conjunction with the **Policy Schedule** and **Statement of Demands and Needs**, and make sure **You** understand and fully comply with them, as failure to do so may jeopardise the payment of any claim which might arise and could lead to the **Policy** becoming void.
- **You** are under a duty to make full disclosure of all material facts and fully respond to any requests for information made by the appointed representatives of the **Administrator**, the **Administrator** and / or **Us**. A factor or circumstance is material if it would influence the judgment of a prudent insurer in determining premium and whether or not they would underwrite the risk. **You** must, to the best of **Your** knowledge, give accurate answers to the questions which the appointed representatives of the **Administrator** and / or the **Administrator** and / or **Us** ask when **You** buy **Your Policy**. If **You** do not answer the questions truthfully or in full could result in **Your Policy** being invalid or cancelled and could mean that all or part of a claim may not be paid. This may also result in **You** encountering difficulties in trying to purchase insurance elsewhere. The answers or statements **You** make to the appointed representatives of the **Administrator** and / or the **Administrator** or **Us** are **Your** own responsibility.
- Please note that as in Section - **MISINFORMATION**, **You** have an obligation to provide **Us** with any facts which may be relevant to this insurance.
- In terms of requirements of United Kingdom - Financial Conduct Authority's Insurance Conduct of Business Sourcebook, clause 4.1.2, Fortegra Financial Corporation ("**Fortegra US**") , a Company organized under the laws of the State of Delaware, registration number 4885848 with its main principal office located at 10151 Deerwood Park Blvd., Bldg. 100 Ste. 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 - DEFINITIONS**.

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### DEFINITIONS

**Administrator** DEFEND INSURANCE s.r.o. Email; [customerservice@defendinsurance.co.uk](mailto:customerservice@defendinsurance.co.uk), Telephone No: 0161 451 4804; Address; Roztylska 1860/1 148 00 Prague, Czech Republic. DEFEND INSURANCE s.r.o. is licensed and regulated by the Czech National Bank and is registered by the Financial Conduct Authority for the conduct of general insurance business under Firm Reference Number 679738. These registration details can be checked on the United Kingdom's Financial Conduct Authority's Financial Services Register.

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

**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.

**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 Limited, The Reed Centre, Blue Harbour, Ta' Xbiex Seafront, Ta' Xbiex, XBX 1027, Malta, bearing Malta company registration number C 84703. Fortegra Europe Insurance Company Limited is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business, is regulated by the Malta Financial Services Authority, Triq l-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta, and is subject to limited regulation by the Financial Conduct Authority under reference number 805770. Details of the extent of **Our** authorisation and regulation by the Malta Financial Services Authority are available from **Us** on request. **Our** annual reports on the solvency and financial situation can be found at: <https://www.fortegra.eu/solvency-and-financial-condition-report>.

**Mechanical Breakdown** – The 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** - The period as shown on the schedule, from the start date to the end date of the **Policy**.

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

**Vehicle** - The **Vehicle** as specified on the **Proposal/Policy Schedule**.

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### 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.

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

<b>Engine</b>	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, flywheel and ring gear. Timing belts are covered as long as they have been changed in line with the manufacturer's schedules. <b>You</b> will need to be able to provide proof of this.
<b>Manual gearbox</b>	Internal shafts, gears, synchromesh hubs, selectors, bearings and bushes and transfer gears.
<b>Automatic gearbox</b>	Internal shafts, gears, clutches, brake bands, valve block, governor, oil pump, bearings and bushes, servo, drive plate and transfer gears
<b>Torque converter</b>	Failure of any internal mechanical parts. Differential Internal crown wheel and pinion, gears, shafts, bearings and bushes
<b>Clutch</b>	Centre plate, pressure plate, release bearing, oil m contamination [centre plate only] and master and slave cylinders
<b>Front wheel drive</b>	Drive shafts, including constant velocity joints, joints and couplings [not gaiters].
<b>Wheel bearings</b>	Front and rear wheel bearings
<b>Propshaft</b>	Universal joints and couplings.

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<b>Rear Wheel Drive</b>	Half shafts, rear wheel external drive shafts, including constant velocity joints, universal joints and couplings [not gaiters].
<b>Four Wheel Drive</b>	All four wheel drive components are covered
<b>Fuel System (diesel and petrol)</b>	Carburettors, automatic choke, lift pump, mechanical or electrical fuel pumps and tank sender unit.
<b>Fuel injection system</b>	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].
<b>Engine cooling system</b>	Radiator, oil cooler, heater matrix, water pump, viscous fan coupling, thermostat and thermostat housing.
<b>Air Conditioning</b>	The air conditioning compressor unit is covered. In the event of a valid claim, system re-gas is covered up to a maximum of £45.00 inc VAT.
<b>Steering</b>	Steering rack and pinion [not gaiters], steering box, power steering rack and pump, idler box.
<b>Turbo Charger</b>	The turbo charger unit is covered.
<b>Front and rear suspension</b>	Hydrostatic displacers and hydropneumatic spheres, coil springs, upper and lower wishbones and ball and swivel joints.
<b>Brakes</b>	Brake master cylinder, wheel cylinders, restrictor valve, brake caliper seals and servo
<b>Electrical system</b>	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.
<b>Engine Management (ECU)</b>	Engine Control Unit

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<b>Casings</b>	If any of the covered parts fail and this damages the casing, it will also be covered
<b>Working Materials</b>	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 <b>Policy</b> .

**WHAT IS NOT COVERED**

1. **We** will not accept liability for any claim which is reported to the **Administrator** more than 14 days after the relevant fault is discovered.
2. **We** will not accept liability for any claim where the repair has not commenced within 14 days of the relevant fault being reported to the **Administrator**.
3. 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**.
4. **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**.
5. Any claim within the first 30 (thirty) days of commencement of the **Policy**.

**We** will not accept liability for:

- Wear & Tear
- 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 or
- Parts not fitted s standard or optional extra by the manufacturer, unless cover for such items is agreed beforehand.

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.

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### 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 THE ADMINISTRATOR

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

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### 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. **The cost of diagnosis or testing is not included.**
- 8) **We** 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**;
- **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

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- **We** may inform the police of the circumstances

### Notification of Changes

If any of the following changes occur **You** must notify the **Administrator** 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 60 days abroad in any one year

Failure to notify the **Administrator** of any changes may invalidate **Your** cover under the **Policy**. The **Administrator** will then advise **You** of any changes in terms.

### CANCELTATION

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

### TRANSFER OF OWNERSHIP

If **You** want to sell the **Vehicle** **You** will be able to transfer the **Policy** to the new owner. **You** must apply to the **Administrator** 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.
- 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**.



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- At the time of cover the **Vehicle** must be taxed and legal for use on the public highway.
- The transfer of ownership fee will be returned if **Your** application cannot be accepted.

### SERVICING

The **Vehicle** must be serviced in line with the manufacturer's recommended guidelines. If the **Vehicle** has no service history, or the service history is incomplete, the **Vehicle** must be serviced by a VAT-registered garage within twelve months or 12,000 miles (whichever is sooner) from the date **You** bought the **Vehicle**. It must then be serviced in line with the manufacturer's specifications, or every twelve months or 12,000 miles (whichever is the sooner). The servicing must include the following.

- Changing the engine oil and filter
- Checking oil levels in the gearbox and differential, and topping them up if necessary
- Checking the coolant level and the strength of the antifreeze or inhibitor, and topping up if necessary
- Checking the timing belt (if one is fitted) and renewing it if necessary
- Replacing the brake fluid in line with the manufacturer's recommendation

The interval between services must not go over the set time or mileage by more than 21 days or 750 miles. If any circumstances prevent the service from being carried out on time, **You** must immediately send to the **Administrator** written notice of this by 'Signed for' mail.

**You** must keep proof of each service as we may need to check it if **You** make a claim.

The only acceptable proof of servicing will be the fully detailed VAT service invoice, showing the date of the service and the mileage. **You** must keep all these invoices.

If **You** do not provide satisfactory proof of servicing, **Your Vehicle** will not be covered.

### 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.

### 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**.

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### 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 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

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](mailto: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. The **Administrator** will require **You** to provide proof of the expenditure. **You** cannot claim for the cost of meals and drinks.

**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 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 by:

- calling 0161 451 4804; or
- emailing [customerservice@defendinsurance.co.uk](mailto:customerservice@defendinsurance.co.uk)

The **Administrator** will aim to resolve **Your** complaint within fifteen (15) working days from first notification of **Your** complaint.

If the **Administrator** cannot resolve **Your** complaint within this period, they will notify **You** in writing to confirm the reasons why and will aim to resolve **Your** complaint within a further fifteen (15) working days from this point.

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If **You** remain dissatisfied with the response to **Your** complaint or it is not resolved within the timescales detailed above, the **Administrator** will advise **You** who to contact depending on the nature and type of **Your** complaint, as follows:

If **Your** complaint relates to a claim under this **Policy** or is in relation to the **Policy** wording, contact The Financial Services Arbiter in Malta:

- by email at [complaint.info@asf.mt](mailto:complaint.info@asf.mt); or
- by writing to the Office of the Arbiter for Financial Services, 1st Floor, St Calcedonius Square, Floriana FRN 1530, Malta; or
- by telephone on 00356 21 249 245.

For more information, please see online at [financialarbiter.org.mt](http://financialarbiter.org.mt)

If **Your** complaint relates to the conduct of the sale of this **Policy** or is in relation to **Policy** administration, contact The Financial Ombudsman Service:

- by submitting **Your** complaint online – please see [financial-ombudsman.org.uk](http://financial-ombudsman.org.uk); or
- by email at [complaint.info@financial-ombudsman.org.uk](mailto: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:** Both the Financial Services Arbiter (Malta) and the Financial Ombudsman Service (UK) will expect **You** to have followed the above procedure before they accept **Your** case.

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

### 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 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](http://www.fscs.org.uk) or write to:-

Financial Services Compensation Scheme,  
10th Floor, Beaufort House,  
15 St Botolph Street,  
London, EC3A 7QU.  
Telephone: +44 (0)207 892 7300.

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## PRIVACY AND DATA PROTECTION NOTICE

### Data Protection

Fortegra Europe Insurance Company 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 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 the European Economic Area (“EEA”). Where **We** transfer **Your** personal data outside of 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** to withdraw any consent **You** have previously provided 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, The Reed Centre, Blue Harbour, Ta' Xbiex Seafront, Ta' Xbiex, XBX 1027, Malta or via email at [dpofficer@fortegramalta.com](mailto:dpofficer@fortegramalta.com).