

Scratch, Dent & Alloy Protect Insurance

Policy Summary – Key Information you the customer need to be aware of

Divisional Office: Trinity Court, Wokingham, Road, Bracknell, Berkshire, RG42 1PL.

In consideration of your having purchased Business & Domestic Scratch, Dent & Alloy Protect insurance, we agree to indemnify you in accordance with and subject to the terms exclusions and conditions set out below.

This insurance is arranged by Business & Domestic Insurance Services Limited and underwritten by UK Underwriting on behalf of Fortis Insurance Limited, a company registered in the UK under Registration No.354568 and whose Registered Office is at Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA. Business & Domestic Insurance Services Limited, UK Underwriting Limited and Fortis Insurance Limited are authorised and regulated by the Financial Services Regulatory

Authority and is licensed to operate in the United Kingdom by the Financial Services Authority, under Registration No 202039. This can be checked on the FSA's register by visiting the FSA's website at or by contacting them on 0845 606 1234.

Law applicable to this policy

Unless we have agreed otherwise the laws of England and Wales will govern this contract and the courts of England and Wales will have jurisdiction to hear any disputes regarding your policy.

Data Protection Act 1998

The data supplied by you will be treated in confidence and will become part of the personalised data held by us and the administrator who may use it for research, statistical analysis and administration purposes. Your personal data will not be disclosed except where permitted by law, or where it is necessary to administer your policy effectively. We may disclose the data you have supplied to other third parties such as other insurers.

Where you have given your consent or not opted out, your data may be shared with any company from time to time forming part of the Motorway Direct group of companies and other selected third parties who may use it for research and marketing purposes.

You may be contacted by mail, telephone, fax, email, automated calling services or other reasonable method with details of products or services offered by one of the above.

If you do not want your details to be used for marketing please write to:

Customer Services, Adminicle Limited, Callidus House, Cirencester, Business Park, Love Lane, Cirencester, Gloucestershire GL7 1XD.

The administrator will collect sensitive information when you make a claim and we cannot offer you this insurance unless you give the administrator permission to collect and use sensitive information.

Sensitive information which the administrator collects will only be used when you make a claim. Sensitive information under the Data Protection Act 1998 includes health records. The Data Protection Act 1998 gives you the right to a copy of your personal data held by us upon payment of a fee.

Section 2 - DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this Insurance and will appear in bold. Accidental Damage: Sudden and unexpected damage occurring at a specific time and caused by external means.

Administrator: Adminicle Limited, Callidus House, Cirencester Business Park, Love Lane, Cirencester, Gloucestershire GL7 1XD. Telephone number 01285 886600. Adminicle Limited is authorized and regulated by the Financial Services Authority. (FSA Reference Number 304375.)

Alloy Wheels: The alloy wheels declared to us at the time you purchase your vehicle as detailed in your insurance schedule. Chrome effect finish or split rim construction; and Diamond Cut wheels are not covered by this policy.

Commencement Date: The date on which your insurance starts. This will be shown in your welcome letter, and is subject to a waiting period. When you renew this insurance, the commencement date shall mean the day following the date on which your existing cover expires.

Consequential Loss: Any other costs that are directly or indirectly caused by the event which led to your claim unless specifically stated in this policy.

Geographical Area: The area in which, this policy is effective namely Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

Insurer, We, Us, Our: UK Underwriting Ltd on behalf of Fortis Insurance Limited.

Insured, You, Your, Yourself: The legal owner of the vehicle which is shown on the schedule.

Minor repair damage: Means chips (not exceeding 1.5mm in diameter), minor dents and light scratches to your vehicle during the period of insurance caused by day to day motoring which is limited to the repair or restoration of no more than two panels including Bumpers. Any repairs which are estimated to exceed 5 hours to complete, will not be considered to be minor repair damage.

Period of Insurance: The length of time that this policy operates as stated on the policy schedule.

Repairer: A franchisee or an appointed representative of a franchisee of the repair organisation.

Repair Organisation: ChipsAway International Limited, whose registered address is at Churston House, Portsmouth Road, Esher, Surrey, KT10 9AD and any of its approved franchisees.

Template: Template supplied as an aid to identify damage covered by this policy.

Vehicle: The vehicle which has been registered for cover with us of which you are the registered keeper and which you have insured with an FSA authorised motor insurer.

Waiting Period: The 30 day period after the inception of the first period of insurance during which a claim cannot be made.

Section 3 - What is covered

Subject to the terms and conditions as described in section 4 of this policy wording, this insurance policy covers the following services:

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|---------------------------------------|---|
| Minor Body Chips and Scratches | Repair scratches made by stone chips, key scratches, etc and consistent with damage illustrated in the template |
| Scuffed Bumpers | Repair cracks, dents and scuffs on painted or textured finish bumpers to match existing finishes |
| Ding and Dent Removal | Dings and Dents up to one square inch manipulated back to original shape without the need for re-spraying |
| Alloy Wheels | Cost of repairs resulting from accidental damage occurring within the geographical area to your alloy wheels. |

The maximum individual amount that can be claimed in respect of the above services in any one event is £250 inclusive of VAT, and the total amount that can be claimed during any one 12 month period is £500 inclusive of VAT. Each claim is subject to an excess of £25.

IMPORTANT NOTE

You should note that some car body panels are not made from metal, but may be repairable. If you are not sure whether this will apply to your vehicle then please contact the person who sold you the policy to check that your vehicle can be covered.

You should also note that this policy does not cover alloy wheels with a chrome effect finish or of split rim construction and/or Diamond Cut wheels. If you are not sure whether this will apply to your vehicle then please contact the person who sold you the policy to check that your vehicle can be covered.

This insurance will only cover minor repair damage to your vehicle to a metal body panel not exceeding 15cm in diameter and where such panel has not been ripped, perforated or torn. As a guide it should be noted that minor repair damage that covers an area of greater than the size of an A4 sheet of paper will not be covered by this policy.

No repair will be identical to an automotive factory finish, which is machine sprayed to tolerances beyond human capability. Hence no repair will ever be 'as good as new'. We and the repair organisation discharge our obligations under any repair agreement by providing a good quality, hand-completed aftermarket repair. In normal circumstances, such a repair is unlikely to be detected by a casual examination of the vehicle by an untrained observer unaware of the previous damage location.

What is not covered?

This insurance does not cover the following:

- Any damage showing evidence of rust.
- Vehicles used for business use other than journeys to and from a permanent place of work.
- Vehicles exceeding 3500kg, motorcycles, scooters, three wheeled vehicles, quad bikes, caravans or Motor homes, trailers, boats, hire or reward (e.g. taxis, self-drive hire or driving schools), delivery courier fleet users or vehicles used in any sort of rally, speed-testing, racing of any kind or competition or trial.
- Damage reported more than 14 days after discovery.
- Any damage caused by stickers or decals.
- Damage caused by a third party which caused bodily injury.
- Beading, moulding, locks and handles and any repair involving accessories, door mouldings, window mouldings, lamps of any sort or any window panel.
- Any damage that does not fit the definition of minor repair damage
- Consequential loss of any kind.
- a defect which is deemed not to be accidental damage.
- general wear and tear or neglect.
- theft of alloy wheels.
- where the damage to your alloy wheels is deemed to be a manufacturing defect.
- any consequential loss or third party claims, bodily injury, road hazard, fire damage or any other losses beyond the actual scope of cover.
- any repairs if they are covered by another insurance policy or motoring breakdown organisation.

Section 4 - General Conditions

By taking out this insurance you agree to comply with the following conditions. If you do not comply with them, we may chose to cancel your insurance, refuse to deal with your claim, or reduce the amount of your claim.

1. Cover will commence on the commencement date and run for the period of insurance as stated on your schedule. You cannot however make a claim in the first 30 days of your first period of insurance

2. If you, or anyone acting on your behalf or with your knowledge or consent has used any fraudulent means, including inflating or exaggerating costs or submitting falsified documents, we will not pay that or any other claim. We will also take necessary action to recover any previous paid claims, declare the insurance void and may take legal action. We will not refund any premium.
3. You cannot transfer your insurance to another vehicle or owner.
4. Your insurance is in addition to your legal rights if your vehicle is found to be unfit for use or not of satisfactory quality.
5. We will not cover your vehicle if it is used for hire or reward (e.g. taxi or driving tuition), if it has been modified (unless we have agreed this before commencement Date), if it is over 35cwt, if it is used in any sort of race or other competition, or if it has been the subject of an insurance total loss.
6. Your insurance covers you only within the United Kingdom, Northern Ireland, the Channel Islands and the Isle of Man.
7. Failure to pay any premium instalment will result in the immediate suspension of cover and may result in cancellation. In the event of a claim, we may offset any outstanding premium against your claim settlement.
8. You should take all reasonable steps to maintain the vehicle in an efficient and roadworthy condition.

Section 5 – Cancellation

You may cancel this insurance within 14 days of the commencement date or the date you receive your policy documentation, whichever the later. If we have made a claim payment to you or on your behalf during this time, you will have to return the money to us. After this time you may cancel your insurance at any time but no refund of premium is available.

We may cancel your insurance by writing to you and giving you 14 days notice. We will write to your last known address. If we cancel your insurance we will refund to you the unused part of your premium, calculated pro-rata.

Section 6 - Making a claim

If you think that you have a claim which may be covered by this insurance, you must contact us in the first instance. The claims telephone number is: 01285 886600.

When we acknowledge a claim we will do so by issuing a unique claim acknowledgement number. Repairs must not be started until we have given this number to the repair organisation.

We will require the following information, so please have this to hand when telephoning:

- Your Policy number and vehicle registration number.
- Current mileage on your vehicle.

Please note

Our claims department is open from 8.30 am to 5.30 pm Monday to Friday. The office is closed on Saturday and Sunday.

The repair service is provided by arrangement with the repair organisation subject to availability and may be supplemented by use of alternative agents. We will only accept responsibility for the actions of an agent where the agent is acting on our instruction. The repair organisation will assess the damage to your vehicle and provide an estimate of costs.

All requests for the repair service must be made to us using the contact instructions provided by us from time to time. If you contact the repair organisation or one of its franchisees direct, you will have to settle the bill and we will be under no obligation to reimburse you.

If for any reason, including but not limited to inclement weather, the repair organisation is unable to carry out the repair or collection at the time date or location indicated, any and all liability incurred by us and / or the repair organisation as a result shall be discharged by the repair organisation making an offer to conduct the repair at an alternative time date or location convenient to both parties, whether or not such time date and location is identified or such offer is accepted.

Repairs may be completed at a location agreed with you, or at the repair organisation's nominated location. The repair organisation has absolute discretion to decide on the location for the repair. This decision may be changed, including on the date of the booked repair, as variable factors including but not limited to weather and available light affect the decision.

If the repair organisation decides that the repair should be completed at a location other than that originally envisaged, you must authorise the repair organisation to remove the vehicle to such an appropriate location.

Removal and return of the vehicle in these circumstances will be a service provided by the repair organisation at no further charge.

You will be responsible for:

1. any repair commenced or carried out without prior authorisation
2. costs incurred in the event the reported damage exceeds the template parameters
3. any repair work completed by the repair organisation that falls outside the scope of this policy;

You are entitled to make claims up to an amount of £250 per claim in any 12 month period subject to the annual aggregate sum insured noted in Section 3 above.

We reserve the right to refuse to provide or arrange repair where:

- (a) You are not with your vehicle at the time of the repair and you are unable to be present at the time of repair;
- (b) in our / our agents reasonable opinion, your vehicle is dangerous, over laden or unroadworthy;
- (c) in our / our agents reasonable opinion due to the circumstances surrounding your request for service; the giving of service would involve any breach of the law;
- (d) in our / our agents reasonable opinion, there has been an unreasonable delay in reporting the accidental damage and requesting the repair service, causing there to be further damage to your vehicle;

(e) You cannot produce a valid Policy number (or appropriate receipt) and some other form of identification. If these cannot be produced, and we are unable to verify that the appropriate entitlement is held, we reserve the right to refuse service

(f) in our / our agents reasonable opinion that You:

- i or anyone accompanying you, is behaving or has behaved in a threatening or abusive manner to our agent or agents, or to any third party contractor, or
- ii. have falsely represented that you are entitled to services that You are not entitled to, or
- iii. have assisted another person in accessing policy services to which they are not entitled, or
- iv. owe us money with respect to any services, spare parts or other matters provided by us or by a third party on our instruction.

The repair organisation undertakes to carry out the repairs indicated on their estimate. If it becomes clear during the work that, in the opinion of the repair organisation, further work is necessary to properly complete the repairs outlined on the estimate, the customer's authorisation and agreement will be obtained before any further work is undertaken that would increase the price shown on the estimate. If such authorisation is not forthcoming, the repair organisation reserves the right not to continue with the repairs that require the further work. In these circumstances the full estimate price remains payable by the customer.

Further work that does not increase the estimate price may be proceeded with without the requirement for customer authorisation. The repair organisation repair system includes elements (including but not limited to factory paint reproduction recipe database) that are provided by third parties. Finish (including but not limited to colour) match may be approximate only when limitations of such third party supplied elements prevent a more precise finish match. In any such case, provision by The repair organisation of an approximate finish match will be considered supply of a good quality repair.

It is your absolute responsibility to advise the repair organisation of any non-original finish areas on the vehicle. In case of incompatibility with a non-original finish (whether or not notified by you) the repair organisation has the right to void this contract – in these circumstances, the repair organisation will not be obliged to complete or rectify any repair and you will not be obliged to make payment. Liability for mutual contractual mistake under this agreement rests with you.

Assessing your claim

We may require an independent opinion of your claim. We reserve the right to use an Independent Consulting Engineer to inspect your vehicle before we authorise a claim. Whilst we will make every effort to ensure this happens with the least delay and inconvenience to you, we shall not be liable for any losses you incur through any delay.

On completion

Wherever possible, we will pay the repair organisation directly up to the amount authorised. You must make arrangements to cover any costs not covered by your insurance. If you are VAT registered, we will not pay the VAT element of your claim.

You or the repair organisation must send us an original, fully detailed and itemised invoice. Please make sure that you clearly mark on the invoice, to whom we should make payment. Photocopies of invoices will not be accepted. We will only pay the amount authorised for the claim.

Section 7 - Complaints

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should in the first instance contact:

The Claims Manager, Business & Domestic Scratch Dent & Alloy Protect, Callidus House, Cirencester Business Park, Love Lane, Cirencester, Gloucestershire, GL7 1XD. Tel.: 01285 88 66 00

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

In the event you remain dissatisfied and wish to make a complaint, you can do so by contacting the following:

The Head of Claims, UK Underwriting Limited, 2 Gibraltar House, Bowcliffe Road, Leeds, LS10 1HB.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London, E14 9SR. Tel: 0845 080 1800

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

Fortis Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

Cancellation

We hope you are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with your requirements, return it to your supplying dealer within 14 days of issue and we will refund your premium. Thereafter, you may cancel the policy at anytime however no refund of premium will be available. The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the Insured at their last known address. Provided the premium has been paid in full the insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.