

Scratch & Dent (SMART) Insurance Your Policy Terms and Conditions

INTRODUCTION

Thank **You** for choosing Click2protect UK Limited to protect **Your Vehicle**.

It is important that **You** read this document as it contains the full terms and conditions of this insurance. Details of the cover selected will be shown in the **Policy Schedule** issued to **You**. If **You** have not received a **Policy Schedule** within 14 days from the date of **Your** purchase or **You** have any questions regarding the cover, please contact **Our** customer service team on 01438 870615. **We** will be happy to help.

Click2protect UK Limited's Scratch and Dent Insurance is arranged by Click2protect UK Limited with UK General Insurance Ltd on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Click2protect UK Limited is authorised by the Financial Conduct Authority (FCA) ref 670499 and is registered in England and Wales, Company No 09196261, Registered Address: First Floor, 30 London Road, Sawbridgeworth, Hertfordshire, CM21 9JS.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

As **You** would expect, **You** will receive a first-class service that's always reliable and handles claim(s) quickly and efficiently. Please ensure that **You** read this policy document and that **You** fully understand the terms and conditions relating to the policy as it explains how the policy works and the benefits **You** enjoy as a policyholder. If **You** have any questions or any of **Your** details are incorrect, please contact the **Administrator**.

Always keep this document in **Your Vehicle** as **You** must present it to the **Approved Repairer** before **We** will accept a claim for **Repair**.

IMPORTANT

You will only be eligible for cover under this policy if **Your Vehicle** has a standard paint finish, which is not self-healing, chrome illusion, two-tone, or has a matte finish, or vinyl wrap.

DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy in **bold** with a Capital Letter.

| | |
|------------------------------|---|
| Administrator: | Click2protect UK Limited, 3rd and 4th Floors Gainsborough House, Sheering Lower Road Sawbridgeworth, Hertfordshire, CM21 9RG |
| Approved Repairer: | A company authorised by the Claims Administrator to undertake Repairs |
| Claim: | A single Repair under this policy |
| Claim Limit: | Is the limit that can be claimed under the relevant section of Your policy |
| Claims Administrator: | MB&G Insurance Services Limited, 21/26 Howard House, Howard Street, North Shields, Tyne & Wear, NE30 1AR |
| Excess: | The first amount of each claim payable by the Insured before repairs will commence |
| Geographical Limit: | United Kingdom including Isle of Man and Channel Islands, and a maximum of 30 days in the European Union during any twelve month period |
| Insurer, We, Us, Our: | UK General Insurance Ltd on behalf of Ageas Insurance Ltd |
| Minor Body Damage: | Light scuffs, scratches, dents and paint chips to a single external panel of the Vehicle |
| Period of Insurance: | The period specified on the Policy Schedule between the effective start date and expiry date |
| Policy Schedule: | The document issued to You by the Administrator when You take out this policy. It will contain details of the cover selected, personal details about You , the Vehicle , and confirmation of the effective start and expiry date of the policy |
| Repair(s): | Work completed by the Approved Repairer using SMART Repair processes |
| SMART Repair: | An acronym for the specialist "small to medium area repair technique" used by the Approved Repairer to repair Minor Body Damage |
| Repairer: | Any company authorised by the Claims Administrator to undertake Repairs |

Definitions cont'd..

Vehicle: The vehicle as identified on the **Policy Schedule** by means of the make, model and registration number being under 7 Years and having covered less than 70,000 miles at the start date

You, Your: A UK resident named on the **Policy Schedule** who has purchased an eligible **Vehicle** and has paid the necessary premium under this policy

WHAT YOU ARE COVERED FOR

Within the **Period of Insurance**, **We** will pay for the cost of **Repair(s)** resulting from **Minor Body Damage** which has occurred to a single external panel of the **Vehicle** within the **Geographical Limit**. **Claim(s)** will be handled by the **Claims Administrator** and the **Repair(s)** will be carried out by **Our Approved Repairer** who will make all efforts to complete the **Repair** to **Your** satisfaction.

The maximum number of **Claim(s)** during the **Period of Insurance** shall not exceed:

- Three (3) **Claim(s)** under a twelve (12) month policy;
- Six (6) **Claim(s)** under a twenty four (24) month policy;
- Nine (9) **Claim(s)** under a thirty six (36) month policy.

You will be covered for:

- Paint chips which are less than 150mm in diameter and 3mm in depth;
- Dents not exceeding 150mm in diameter and within a single body panel;
- Scratches less than 150 mm in length and 3mm in depth, and within a single body panel;
- Paint scuffs less than 150mm in diameter and 3mm in depth, and within a single body panel.

All work carried out by the **Approved Repairer** will be provided with a two year guarantee, provided by the **Approved Repairer**.

WHAT YOU ARE NOT COVERED FOR

This insurance will not cover the following:

- (a) Any claim occurring within 14 days from the **Policy Start Date**;
- (b) If **Your Vehicle** is not listed in Glass's Guide;
- (c) A **Vehicle** with a non standard or custom paint finish including but not limited to self-healing paint, chrome illusion paint, two tone paint, or matte finishes;
- (d) Any **Minor Body Damage** to stripes, decals, stickers and vinyl wraps;
- (e) More than three Claims in any twelve month period;
- (f) Any **Minor Body Damage** that in the opinion of the **Approved Repairer** cannot be repaired using a smart repair or will require the work to be completed by a bodyshop;
- (g) Any **Minor Body Damage** which extends over more than a single external panel. Any **Minor Body Damage** which extends across more than a single panel will be excluded as outside the scope of this policy;
- (h) **Repairs** to cracked or deformed bumpers;
- (i) **Minor Body Damage** to horizontal, flat surfaces such as roofs, bonnets and boot tops;
- (j) **Minor Body Damage** where the paint is cracked, flaked or where any paint has been removed to reveal the underlying metalwork;
- (k) Damage not classed as **Minor Body Damage** by the **Approved Repairer**;
- (l) The **Excess** stated on the **Policy Schedule**;
- (m) Headlamps, lights, glass and wheels;
- (n) **Minor Body Damage** caused by decals or stickers;
- (o) **Minor Body Damage** as a result of a Road Traffic Accident;
- (p) Claims not reported to the **Claims Administrator** with 14 days of the damage occurring;
- (q) Where **Your Vehicle** is used as an emergency vehicle, or is a taxi, bus, commercial vehicle, moped, scooter or motorcycle;
- (r) Where **Your Vehicle** is used for dispatch, road racing, track day participation, rallying, pace-making, speed testing or any other competitive event;
- (s) **Minor Body Damage** caused by wear and tear, hail, corrosion, pitting, or paintwork discolouration;
- (t) **Minor Body Damage** present prior to the commencement of the policy;
- (u) Any act or omission which is wilful or unlawful;
- (v) Where the **Vehicle** is located outside of the **Geographical Limit** of this policy;
- (w) Which is the subject of fraud, false actions or dishonesty;
- (x) Where the loss is covered by any other insurance;
- (y) Any damage to or re-application of any form of paint protection film, liquid, wax, or sealant;
- (z) Variation in paint colour or finish due to age of **Vehicle**.

Excluded Vehicles

The following vehicles/vehicle types are excluded from cover:

- (a) Taxis, self drive hire, driving schools, service vehicles e.g. police, ambulance etc;
- (b) Commercial vehicles or vans with a carrying capacity exceeding 1750kg;
- (c) A vehicle used in any sort of competitions, rallies, pace making or off road use;
- (d) Left hand drive vehicles or a vehicle not listed in Glass's Guide;
- (e) Any vehicle owned temporarily or otherwise by a motor dealer, trader or business formed for the purpose of selling or servicing motor vehicles.

WHEN YOUR POLICY WILL END

The benefits provided under the relevant section of **Your** policy will cease on the earliest of the following:

- (a) The expiry date as shown on **Your Policy Schedule**;
- (b) **You**, or anyone representing **You**, defrauds or deliberately misleads the **Insurer** or the **Administrator**;
- (c) The **Vehicle** is sold or transferred to a new owner;
- (d) When **Your** premium has not been paid in full within the required period;
- (e) The maximum number of claims under the policy has been reached.

POLICY CONDITIONS

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

- (a) **You** must take all reasonable steps to prevent or minimise damage to the **Vehicle**.
- (b) **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell us of any changes to the answers **You** have given as soon as possible. Failure to advise **Us** of a change to your answers may mean that **Your** policy is invalid and that it does not operate in the event of a **Claim**.
- (c) **You** must not act in a fraudulent manner. If **You** or anyone acting for **You** make a **Claim** under the policy for **Minor Body Damage** that existed prior to the **Period of Insurance**, or 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 damage caused by **Your** willful act or with **Your** connivance then the **Insurer**:
 - a. Will not pay the **Claim**;
 - b. Will not pay any other **Claim** which has been or will be made under the policy;
 - c. May declare the policy void;
 - d. May inform the Police.
- (d) This policy is non transferable.
- (e) **We** will not be liable to complete a **Repair** under this policy unless **You** have duly complied with all of the terms and conditions contained in this policy that apply to it.
- (f) In certain circumstances the **Approved Repairer** may advise **You** that the **Minor Body Damage** cannot be effectively repaired using **SMART Repair** techniques and would require a bodyshop repair. Should **You** request that the **Approved Repairer** undertakes a **SMART Repair** and **You** are subsequently not satisfied with the result, any further work to the same **Minor Body Damage** shall not be covered under this policy.

CLAIMS CONDITIONS

You must comply with the following instructions to have the full protection of **Your** policy. If **You** do not comply with them, **We** may, at **Our** option, cancel the policy, refuse to deal with **Your Claim**, or reduce the amount of the **Claim** payment.

- (a) The **Claim(s)** must be reported to the **Claims Administrator** with 14 days of the damage occurring.
- (b) **You** must send electronic images of the damage to the **Claims Administrator**.
- (c) **Repair(s)** under this policy can only be carried out by the **Approved Repairer** appointed by the **Claims Administrator**.
- (d) The **Excess** must be paid by **You** prior to the **Approved Repairer** attending
- (e) **You** and the **Vehicle** must be available on the day and time slot allocated for the **Approved Repairer** to attend. Failure to be present when the **Approved Repairer** attends will result in the forfeit of the **Excess** and will be counted as a **Claim** under the policy.
- (f) Where multiple **Repairs** are conducted by the **Approved Repairer**, these will be treated as multiple claims under the policy, but shall only be subject to a single **Excess**.
- (g) If **You** need to make a **Claim**, **You** must follow the procedures shown under the 'How to claim' section below.
- (h) If after an inspection has taken place and the damage is considered not to be covered by this policy, the **Excess** will be refunded back to **You** in full

UK General Insurance Ltd is an insurer's agent and in the matters of a **Claim** act on behalf of the **Insurer**.

HOW TO CLAIM

You must contact the **Claims Administrator** by telephoning 0191 258 8151 to proceed with a **Claim** under the policy, **You** will be required to provide the following information:-

- (a) Check that the damage is covered under the policy (check 'What you are Covered for')
- (b) Call the **Claims Administrator** on 0191 258 8151
- (c) **You** will need to supply the following information:
 - a. The policy number (found on the **Policy Schedule**);
 - b. **Your Vehicle** registration number;
 - c. Details of the **Minor Body Damage**, when it occurred and how the damage was caused;
 - d. Electronic images of the **Minor Body Damage**;
 - e. Dates when the **Vehicle** can be inspected and repaired, if **Your Claim** is covered.

Important

- (a) **Repairs** must be carried out by the **Approved Repairer** appointed by the **Claims Administrator**.
- (b) If **Your Claim** is authorised **We** will settle the **Claim** directly with the **Approved Repairer**.

Important telephone numbers:

Policy Administrators - 01438 870615
Claims Helpline - 0191 258 8151

To make sure that **You** receive the highest levels of service, telephone calls to the **Administrator** and **Claims Administrator** may be recorded.

CANCELLATION

If **You** decide that, for any reason, this policy does not meet **Your** insurance needs then please return it to Click2protect UK Limited within 30 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full.

If **You** wish to cancel **Your** Policy after 30 days, **You** will be entitled to a pro- rata return of premium, less a £35 cancellation fee. On the condition that no claims have been made or are pending

The **Insurer** may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at Your last known address. A Valid reason is

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full, **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

GOVERNING LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.

COMPLAINTS PROCEDURE

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 follow the Complaints Procedure below:

Regarding the sale of the policy please contact the **Administrator**:

The Managing Director
Click2protect UK Limited
3rd and 4th Floors
Gainsborough House
Sheering Lower Road
Sawbridgeworth
Hertfordshire, CM21 9RG.

Tel: 01438 870615

If **Your** complaint is regarding the handling of a claim, please contact the **Claims Administrator**:

MB&G Insurance Services Limited
21/26 Howard House
Howard Street
North Shields
Tyne & Wear, NE30 1AR

Tel: 0191 258 8151

If **Your** complaint about **Your** policy cannot be resolved by the end of the next working day, the **Administrator** will pass it to:

The Customer Relations Manager
UK General Insurance limited
Cast House, Old Mill Business Park
Gibraltar Island Road
Leeds, LS10 1RJ

Tel: 0845 218 2685

Email: customerrelations@ukgeneral.co.uk

In all correspondence please state **Your** policy number and quote scheme ref 06019A

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 and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. Tel: 0800 023 4567

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

Ageas 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 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

DATA PROTECTION ACT 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

We may respond to enquiries by the police concerning **Your** policy in the normal course of their investigations. Where it is necessary to administer **Your** policy effectively, or to protect **Your** interests, **We** may disclose the data **You** have supplied to other third parties such as motor garages, engineers, repairers, other **Insurers** etc.

To help **Us** improve **Our** Service, **We** may record or monitor telephone calls

FRAUD

The **Insurer** will void this policy in its entirety from the date of loss or alleged loss and no cover provided will apply if:-

1. A claim made by **You** or anyone acting on **Your** behalf to obtain any benefit is fraudulent or intentionally exaggerated; Or
2. A false declaration or statement is made in support of a claim under this policy.

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care of to take care to:

1. Supply accurate and complete answers to all the questions **We** or the **Administrator** may ask as part of **Your** application for cover under the policy;
2. Make sure that all information supplied as part of **Your** application for cover is true and correct.
3. Tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirements of the Act detailed above may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

If any of the following changes occur during the **Period of Insurance**, **You** must immediately inform the **Administrator**:

1. **You** change **Your Vehicle**; or
2. **You** change **Your** address.