# car2cover

insurance designed, refined & perfected

## Scratch and Dent Insurance Terms and Conditions document

Policy administration and amendments 01438 870615

Claims 0191 258 8151

#### 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 & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

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: Unit 1, The Cam Centre, Wilbury Way, Hitchin, Hertfordshire, SG4 0TW.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **Our** details on the Financial Services Register https://register.fca. org.uk/.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

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.

#### 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

#### 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**: Is the attendance of an **Approved Repairer** to conduct a single **Repair**.

**Claim Limit**: Is the limit that can be claimed under the relevant section of **Your** policy

**Claims Administrator**: MB&G Insurance Services, Cobalt Business Exchange, Cobalt Park Way, Newcastle Upon Tyne, NE28 9NZ **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 Great Lakes Insurance SE

**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** 

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 boy 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:

- Any claim occurring within 14 days from the Policy Start Date;
- If Your Vehicle is not listed in Glass's Guide;
- 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;
- Any Minor Body Damage to stripes, decals, stickers and vinyl wraps;
- More than three Claims in any twelve month period;
- 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;
- 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;
- Repairs to cracked or deformed bumpers;
- Minor Body Damage to roofs, bonnets and boot tops;

- Minor Body Damage where the paint is cracked, flaked or where any paint has been removed to reveal the underlying metalwork;
- Damage not classed as Minor Body Damage by the Approved Repairer;
- The Excess stated on the Policy Schedule;
- Headlamps, lights, glass and wheels;
- Minor Body Damage caused by decals or stickers;
- Minor Body Damage as a result of a Road Traffic Accident;
   Claims not reported to the Claims Administrator with 14 days
- of the damage occurring;
  Where Your Vehicle is used as an emergency vehicle, or is a taxi, bus, commercial vehicle, moped, scooter or motorcycle;
- Where Your Vehicle is used for dispatch, road racing, track day participation, rallying, pace-making, speed testing or any other competitive event:
- Minor Body Damage caused by wear and tear, hail, corrosion, pitting, or paintwork discolouration;
- Minor Body Damage present prior to the commencement of the policy;
- Any act or omission which is wilful or unlawful;
- Where the **Vehicle** is located outside of the **Geographical Limit** of this policy;
- Which is the subject of fraud, false actions or dishonesty;
- Where the loss is covered by any other insurance;
- Any damage to or re-application of any form of paint protection film, liquid, wax, or sealant;
- Variation in paint colour or finish due to age of Vehicle.
- Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority
- Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or

The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or

1. any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

• Electronic data: Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

### **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;
- 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 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 documentto 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.

#### (c) This policy is non transferable.

- (d) **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.
- (e) 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 agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

#### **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.
- (c) You will need to provide the Approved Repairer with access to a power source.

#### Cancellation

If **You** decide that for any reason, this policy does not meet **Your** insurance needs then please contact 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, Click2Protect UK Limited will then refund **Your** premium in full.

Thereafter **You** may cancel the insurance cover at any time by informing Click2Protect UK Limited, **You** will be entitled to a pro- rata return of premium, less a £20 cancellation fee. On the condition that no claims have been made or are pending.

We shall not be bound to accept renewal of any insurance and 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) Where We reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide accurate and complete answers to the questions Your (administrator / agent) asked.

If **We** cancel the policy and/or any additional covers **You** will receive a refund of any premiums **You** have paid for the cancelled cover, less a proportionate deduction for the time **We** have provided cover. Where **Our** investigations provide evidence of fraud or misrepresentation, **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **Your** administrator / **Your** agent with incomplete or inaccurate information. This may result in **Your** policy being cancelled from the date **You** originally took it out and **We** will be entitled to keep the premium.

If **Your** policy is cancelled because of fraud or misrepresentation, this may affect **Your** eligibility for insurance with **Us**, as well as other insurers, in the future.

### **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, Cobalt Business Exchange, Cobalt Park Way, Newcastle Upon Tyne, NE28 9NZ

Tel: 0191 258 8151

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  $\in$ 2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Tel: 0300 123 9 123 Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local Citizens Advice Bureau.

If **You** have purchased the insurance policy online, **You** may also raise **Your** complaint via the EU Online Dispute Resolution Portal at http://ec.europa.eu/consumers/odr/. This will forward **Your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **Your** complaint than if **You** contact the Financial Ombudsman Service directly.

#### **Compensation scheme**

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Great Lakes Insurance SE 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.

**You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **You** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

#### **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.

#### Your responsibility

You must take reasonable care to:

- a) supply accurate and complete answers to all the questions **Your** (administrator / agent) may ask as part of **Your** application for cover under the policy
- b) to make sure that all information supplied as part of **Your** application for cover is true and correct
- c) tell **Your** (administrator / agent) of any changes to the answers **You** have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions Your (administrator / agent) ask when You take out, make changes to and renew Your policy. If any information You provide is not accurate and complete, this may mean Your policy is invalid and that it does not operate in the event of a claim or We may not pay any claim in full.

If **You** become aware that information **You** have given **Your** (administrator / agent) is inaccurate or has changed, **You** must inform them as soon as possible.

#### Fraud

You must not act in a fraudulent way. If You or anyone acting for You:

- fails to reveal or hides a fact likely to influence whether We accept Your proposal, Your renewal, or any adjustment to Your policy;
- fails to reveal or hides a fact likely to influence the cover We provide;
- makes a statement to Us or anyone acting on Our behalf, knowing the statement to be false;
- sends Us or anyone acting on Our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage You caused deliberately or with Your knowledge; or
- If Your claim is in any way dishonest or exaggerated,

We will not pay any benefit under this policy or return any premium to You and We may cancel Your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against You and inform the appropriate authorities.

#### **UK GENERAL INSURANCE LTD PRIVACY NOTICE**

We are UK General Insurance Ltd, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is Z7739575. This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice. We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

#### Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

#### What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

#### **UK General's full privacy notice**

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at http://ukgeneral.com/privacy-notice or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

#### GREAT LAKES INSURANCE SE INFORMATION NOTICE

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at https://www.munichre.com/en/service/privacy-statement/index.html

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