

Certificate of Insurance

Thank you for choosing Scratch, Dent & Alloy Protect insurance. The information in this policy wording contains important information and **we** have made it as easy as possible to understand. Please take time to read through it and contact **us** if **you** need any further information.

Insurer

This policy is underwritten by Alpha Insurance A/S, Harbour House I, Sundkrogsgade 21, DK-2100 Copenhagen Denmark.

Your policy is arranged by Business & Domestic Insurance services, a trading style of the Motorway Direct Plc group of companies, who are authorised and regulated by the Financial Conduct Authority (FCA), authorisation number 311741. Address: Warrantry House, Savile Street East, Don Valley, Sheffield S4 7UQ.

Alpha Insurance A/S is authorised and regulated by Finanstilsynet (the Danish FCA), under authorisation number 53068 and you can check this by visiting the Finanstilsynet website at www.finanstilsynet.dk.

As an insurance company authorised within the European Union, Alpha Insurance A/S is permitted to conduct business in the United Kingdom under FCA reference 431621. You can check this by visiting the Financial Services Register on the FCA website at www.fca.org.uk.

What makes up this policy?

This policy and the **certificate of insurance** or **confirmation of coverage** document must be read together as they form **your** insurance contract.

Monetary limits

We can insure **you** up to the cover limit as specified on **your** **certificate of insurance** or **confirmation of coverage** document.

Cooling off period

Your policy **administrator** will refund in full **your** premium, if, within 14 days of purchasing this insurance **you** decide that it does not meet **your** needs providing that **you** have not reported or are intending to report a claim. Once the 14 days has expired **you** may cancel this insurance but no refund of premium will be given.

Jurisdiction and law

This insurance policy will be governed by the laws of England & Wales, whose courts alone shall have jurisdiction in any dispute arising from this insurance.

War and terrorism exclusion

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other consequence to the loss: -

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
2. Or any act of terrorism.

For the purpose of this statement; any act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This statement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/ or (2) above. If the underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the assured.

In the event any portion of this statement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Complaints procedure

We care about the service we provide to you and we make every effort to maintain the highest possible standards. If you have any questions about the policy please ask us. Please have this document available so that we can deal with your enquiry speedily.

Although we set ourselves high standards, if we do not meet your expectations and you are dissatisfied in some way we would like to know. If you follow the guidelines below, your complaint will be dealt with in the most efficient way possible.

Any complaints about this policy or related services should, in the first instance, be made to our:

Complaints Manager, Trent Services (Administration) Ltd.,
Trent Lodge, Stroud Road, Cirencester, Gloucestershire, GL7 6JN, Tel: +44(0)1285 626020

who will respond to any complaint within 10 days.

If you remain dissatisfied with our handling of and response to the complaint you may be referred to the Danish Insurance Complaints Board, Ankenævnet for Forsikring (the Board) or the U.K. Financial Ombudsman Service (FOS), depending on the nature of the complaint and whether it should properly be directed against us or another party.

Contact details are as follows:

The Danish Insurance Complaints Board
Ankenævnet for Forsikring
Anker Heegaards Gade 2,
Postboks 360
DK-1572 Copenhagen
Denmark
Tel: 0045 3315 8900

Financial Ombudsman Service,
The Financial Ombudsman Service
Exchange Tower
London E14 9SR
Tel: 0800 023 4567

In order for the Board to deal with your complaint, you will need to agree to their applying the rules of Danish law and practice in the adjudication process. Referring a complaint to the Board or the FOS is an alternative form of dispute resolution. It does not affect your right to take legal action

Financial Services Compensation Scheme (FSCS)

The insurer is covered by the FSCS. You may be entitled to compensation from the scheme if the insurer cannot complete their obligations. This depends on the type of business and the circumstances of the claim. For claims against insurers 90% of the claim is covered with no upper limit.

Further information about the compensation scheme is available from www.fscs.org.uk or by phoning 0800 678 1100 or 0207 741 4100.

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.

Who is eligible to purchase this policy?

- The registered owner and keeper of the motor vehicle identified in the policy schedule; and
- You have purchased a motor insurance policy from an FCA authorised motor insurer.

Definitions

The following words are used throughout the policy and have a special meaning and appear in bold. The meanings are given below:

Accidental damage means sudden and unexpected damage occurring at a specific time and caused by external means.

Administrator - your policy is administered by Trent-Services (Administration) Ltd who are authorised and regulated by the Financial Conduct Authority 315285. Registered Office: Trent Lodge, Stroud Road, Cirencester, Gloucestershire GL7 6JN. Company No. 05297950.

Commencement date means 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 means 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 means the area in which, this policy is effective namely United Kingdom of England, Wales, Scotland and Northern Ireland.

Insured/you/your/yourself means the legal owner of the **vehicle** which is shown on the schedule.

Minor repair damage means chips do not exceed 1.5mm in width and height, dents, scratches and scuffs are no larger than 2cm in width or height which are caused by day to day motoring. The damage cannot exceed more than 2 panels in any single event 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 means the length of time that this policy operates as stated on the policy schedule.

Repairer means a franchisee or an appointed representative of a franchisee of the **repair organisation**.

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

Template means a template supplied as an aid to identify damage covered by this policy.

Vehicle means the vehicle which has been registered for cover with **us** of which **you** are the registered keeper and which **you** have **insured** with an FCA regulated and authorised UK motor insurer.

Waiting period means the 30 day period after the inception of the first **period of insurance** during which a claim can not be made.

We/us/our means Alpha Insurance A/S, Harbour House I, Sundkrogsgade 21, DK-2100 Copenhagen Denmark.

What is covered

This insurance policy covers the following services:

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 2 cm squared 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 £25.00.

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** where such panel has not been ripped, perforated or torn.

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.
- Any **consequential loss** or third party claims, bodily injury, road hazard, fire damage or any other losses beyond the actual scope of cover.
- Theft of alloy wheels
- Where the damage of **your** alloy wheels is deemed to be a manufacturing defect.
- Any repairs if they are covered by another insurance policy or motoring breakdown organisation.

General Conditions

By taking out this insurance **you** agree to comply with the following conditions. If **you** do not comply with them, **we** may choose 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 the **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.

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.

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

a) 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;

b) to make sure that all information supplied as part of **your** application for cover is true and correct;

c) tell us of any changes to the answers **you** have given as soon as possible.

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

Making a claim

If **you** think that **you** have a claim which may be covered by this insurance, **you** must contact **us** on: 0844 375 5660

When **we** acknowledge a claim **we** will do so by issuing a unique claim acknowledgement number. Repairs must not be started until **we** have assessed **your** claim and provided the unique 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 9am to 5pm 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;

The maximum individual claim limit in any one event is £250 (including VAT). The maximum claim limit within the period of insurance is £500 (including VAT).

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.