

ABOUT YOUR MINOR DAMAGE INSURANCE PLUS

CUSTOMER COPY – PLEASE RETAIN THIS DOCUMENT FOR YOUR RECORDS

This document does not contain the full terms and conditions of Cosmetic Accident Repair Solutions (M.D.I.) PLUS insurance.

The information given in this leaflet is a summary of M.D.I. PLUS insurance and does not override the terms and conditions set out in

the document you will receive once your application has been accepted and you have paid the relevant premium.

M.D.I. PLUS insurance is designed to keep the exterior of your vehicle in good condition throughout the period of cover.

If you purchase M.D.I. PLUS insurance the period of cover will be specified on the schedule.

ELIGIBILITY

You are eligible for M.D.I. PLUS insurance if at the start date and during the period of cover:

- you reside in the United Kingdom or the Channel Islands;
- your application has been accepted;
- you have paid the single premium including applicable taxes;

- your vehicle is not an excluded vehicle and does not exceed 3,500kg in weight;
- your vehicle is insured for social, domestic or pleasure purposes only, including commuting and travelling to and from a place of work; and
- your vehicle is not subject to a contract hire or finance lease agreement.

WHO PROVIDES THIS INSURANCE

This policy is a contract between you and the insurer, Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA (registered no. 96218), which is authorised and

regulated by the Gibraltar Financial Services Commission and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority for the conduct of UK business.

COVER PROVIDED

M.D.I. PLUS insurance provides cover against the cost of performing a M.D.I. repair to minor damage to your vehicle, as defined below, subject to the terms and conditions detailed in the document:

- Chip: a chip no more than 1.5cm in diameter and 3mm in depth;
- Light Scratch: a scratch no more than 15cm in length, 3mm in depth and that sits within no more than two (2) body panels;
- Minor Dent: a dent no more than 15cm in diameter, 3mm in depth and that sits within no more than two (2) body panels;
- Scuffed Bumper: a scuff or dent to a bumper no more than 15cm in diameter or 3mm in depth;

In the case of multiple damages being caused by the same incident, each case of minor damage will constitute a separate claim and a separate call out charge or excess (if applicable) will be payable.

The maximum number of claims for M.D.I. repairs that you can make during the period of cover is six (6) claims in a 12 month policy, twelve (12) claims in a 24 month policy or eighteen (18) claims in a 36 month policy.

You may not make more than six (6) claims in any one 12 month period.

M.D.I. PLUS insurance will not contribute to a non-M.D.I. repair of any damage that exceeds the maximum limits of Minor Damage.

WHAT IS NOT COVERED

You will not be compensated for damage:

- that cannot be defined as a chip, light scratch, minor dent or scuffed bumper;
- that in the expert opinion of the repairer cannot be repaired using M.D.I. or can only be repaired in a bodyshop;
- that occurs to horizontal, flat surfaces such as roofs, bonnets and boot tops;
- that extends over more than two (2) body panels;
- that occurred before the start date or after the end date of the period of cover;
- caused by rust, hail, bird droppings and tree sap;
- caused by stickers or decals;
- to wheels and wheel rims, handles and locks;
- to beading or moulding (including protective plastic), unless as part of a panel claim and the repair can be completed without the removal of the beading or moulding;
- to self-healing paint, body wrap, chrome illusion paint (two

tone paint finish), matt paint or bespoke paints;

- caused by wear and tear or fading; or
- to accessories, door mouldings, window mouldings, lights of any sort or any window.

You will not be compensated for:

- Minor Damage reported more than thirty (30) days after the incident;
- the excess stated in the document unless you pay a call out charge. In the case of multiple claims arising from one incident an excess will be payable for each additional claim;
- claims in excess of the maximum number of claims permitted during the period of cover;
- any liability to any other party;
- any other costs that are indirectly caused by the incident which led to your claim, unless specifically stated as covered in the document;
- the repair of a body panel or bumper, or part of a panel or

WHAT IS NOT COVERED (CONT.)

- bumper, that has been cracked, ripped, torn, or perforated;
- the replacement of a body panel or bumper, or part of a panel or bumper;
- any repair work carried out without prior authorisation from the

- administrator; or
- any Minor Damage caused outside the Territorial Limits or M.D.I. repairs required outside mainland United Kingdom.

CANCELLATION AND COOLING OFF PERIOD

You have the right to cancel M.D.I. PLUS insurance within fourteen (14) days of receiving the certificate and schedule without giving any reason. If you do your premium will be refunded in full unless you have made a claim that has been paid by us.

If you cancel after the first fourteen (14) days of receipt of the certificate and schedule irrespective of whether or not you have made a claim you will not receive premium refund.

HOW TO MAKE A CLAIM

If you become aware of any minor damage that could lead to a claim you must call the administrator on 0114 321 9877 within thirty (30) days following the event.

You must comply with the claims procedure as explained in the

document wording and by the administrator.

In the event the claim that involves a call out you will have to pay a call out (if applicable) as charge stated in the certificate.

If a call out charge is paid the excess (if applicable) will be waived.

ENQUIRIES OR COMPLAINTS

We always aim to provide a first class standard of service. However, if you are dissatisfied you should in the first instance address your enquiry to the administrator quoting your policy number by telephone: 0114 321 9876, or email: customerservices@tobell.co.uk

The administrator will acknowledge your complaint within five (5) business days of receiving it and will do its best to resolve the matter within two (2) weeks.

If you are dissatisfied with the response you receive in relation to your complaint or your complaint is not resolved within eight (8) weeks you have the right to refer your complaint to the Financial Ombudsman Service:

The Financial Ombudsman Service (FOS), Exchange Tower, London, E14 9SR, or telephone: 08000 234 567 (free for people phoning from a fixed line) or 0300 123 9 123 (free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02), or email: complaint.info@financial-ombudsman.org.uk

You have six (6) months from the date of our final response in which to refer the matter to the FOS.

Referral to the FOS does not affect your right to take legal action against us.

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take reasonable care to:

- 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;
- To make sure that all information supplied as part of your

application for cover is true and correct;

III. 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.

DATA PROTECTION ACT

We are the Data Controller for the data You provide to Us. We need to use Your data in order to arrange Your insurance and associated products.

You are obliged to provide information without which We will be unable to provide a service to You. Any personal information provided by You may be held by the Insurer in relation to Your insurance cover. It may be used by Our relevant staff in making a decision concerning Your insurance and for the purpose of servicing Your cover and administering claims.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. We may obtain information about You from credit reference agencies, fraud prevention agencies and others to check Your credit status and identity. The agencies will record Our enquiries, which may be seen by other companies who make their own credit enquiries. If You provide false or inaccurate information and We suspect fraud, We will record this.

We and other organisations may use these records to:

- Help make decisions on insurance proposals and insurance claims,

for You and members of Your household

b. Trace debtors, recover debt, prevent fraud, and manage Your insurance policies

c. Check Your identity to prevent money laundering, unless You furnish Us with satisfactory proof of identity.

We process all data in the UK but where We need to disclose data to parties outside the European Economic Area (EEA) We will take reasonable steps to ensure the privacy of Your data. In order to protect Our legal position, We will retain Your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of Your data. Under GDPR legislation, You can ask Us for a copy of the data We hold, have it corrected, sent to a third party or deleted (subject to Our need to hold data for legal reasons). We will not make Your personal details available to any companies to use for their own marketing purposes. If You wish to complain about how We have handled Your data, You can contact Us and We will investigate the matter. If You are not satisfied with Our response or believe We are processing Your data incorrectly You can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

CUSTOMER COMPENSATION

The insurer is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the insurer is unable to meet

their obligations under this insurance, an insured person may be entitled to compensation from the Compensation Scheme.