

### INSURANCE POLICY

**Total loss gap** Smartcare Cosmetic Insurance **S.C.I** is designed to keep the interior, exterior and alloy wheels (if fitted) of **your vehicle** in good condition throughout the period of cover and provide minor damage repairs for unavoidable **minor damage** without affecting **your** motor insurance or your no claims bonus.

The **Schedule** is subject to the terms of this Certificate and it shows the **vehicle** that is covered by this **S.C.I**. **You** should read **your Schedule** and this Certificate together. There are some Exclusions which apply to **Your S.C.I**. and **we** have listed them below.

In return for the payment of the appropriate **premium, we** will provide cover against the cost of performing a **S.C.I**. repair for minor damage to **your** vehicle, subject to the terms of this insurance up to the claims limit.

#### Your insurance cover

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. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from Acasta European Insurance Company Limited on request.

#### Basis for this insurance cover

All information supplied by **you** in connection with your application for insurance cover including any proposal form, application form or otherwise and supplied by or on behalf of **you** will be incorporated into and form the basis of this insurance cover. It shall be a condition of this insurance cover that all such information is true so far as it is within your knowledge.

In the event of a breach of any provision of this section, and without reducing any of our rights we may:

- a) in a case of a breach of condition, cancel **your** insurance cover with effect from the date of the breach or inception of **your** insurance cover, whichever is the later;
- b) reject or reduce claims connected with the breach and continue your insurance cover on such terms as **we** may determine.

#### Privacy

**We** collect non-public personal information about you from the following sources:

- a) **your** application or other forms;
- b) **your** transactions with us, our associates, or others; and
- c) consumer reporting agencies.

We do not disclose any non-public personal information relating to **you** to anyone except as is necessary in order to provide our products or services to **you** or otherwise as it is required or permitted by law (eg., a subpoena, fraud investigation, regulatory reporting etc.).

**We** restrict access to non-public personal information relating to **you** to our employees, our associates, our associates' employees or others who need to know

that information to service **your** account. We maintain physical, electronic, and procedural safeguards to protect **your** non-public personal information.

#### Consumer Insurance (Disclosure and Representations) Act 2012

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

I. 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;

II. 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.

#### Administrator

This insurance is administered by Aequitas Automotive Limited acting on behalf of the **Insurer**. Aequitas Automotive Limited is authorised and regulated by the Financial Conduct Authority with FCA Number 821163. Aequitas Automotive Limited is registered in England and Wales with company number 7347606 and its registered office is at 56 Hamilton Square, Birkenhead, Wirral, CH41 5AS

Telephone: 0800 195 4926

E-mail; customerservices@aequitas-automotive.co.uk

#### Claims Administrator

Claims are administered by Spectrum Insurance Services Limited (SISL), who acts on behalf of the **Insurer**. SISL is authorised and regulated by the Financial Conduct Authority; FCA Number 309230. This information can be checked by visiting the FCA's website. SISL is registered in England; company number 05129413.

Telephone: 0114 321 9877

E-mail; customerservices@spectrumcover.co.uk

#### Making a claim

The claims procedure is explained in section 7 of this **policy**.

Should you need to make a claim, please call us on 0114 321 9877 within 30 days of the minor damage occurring.

## 1. DEFINITIONS

The following words will have the meanings described below wherever they appear in this Certificate.

**Accidental Damage:** sudden and unforeseen damage.

**Administrator:** Aequitas Automotive Limited. Telephone Number 0800 195 4926 or 0151 647 7556

**Alloy Wheel(s):** the original alloy wheels that were fitted to **Your Vehicle** on the date purchased and remain on **Your Vehicle** throughout the **Period of Cover**.

**Call Out Charge:** a non-refundable £10 fee payable to the Repairer to attend **your vehicle** to assess the **minor damage**

**Chip:** a chip on **your vehicle** not more than 5mm in diameter and 3mm in depth.

**Claims administrator:** Spectrum Insurance Services Limited, Telephone: 0114 321 9877

**Claims Limit:** the maximum number of claims for repairs for **Minor Damage** to **your vehicle** that **you** can make during the Period of Cover. **you** can make five (5) claims in a 12 month policy, ten (10) claims in a 24 month policy, or fifteen (15) claims in a 36 month policy. **You** may not make more than four alloy wheel claims or five claims in total in any one 12 month period. The first 12 month period begins on the inception date of the period of cover and each consecutive 12 month period on its anniversary date. **You** cannot carry over unused claims to a following year. These amounts are inclusive of VAT. If **you** are registered for VAT then **we** will not pay the VAT element of any claim under this insurance cover;

**Data Controller:** The Insurer, who determines the purposes and means of processing **your** personal data

**Excess:** the first £10 of any claim payable by **you**. If the **Repairer** repairs more than one case of **Minor Damage** during a call out **you** will be charged an **Excess** for each additional repair.

**Incident:** the cause of the **Minor Damage**, whether accidental or malicious

**Interior:** leather or velour upholstery, plastic trim, centre console and dashboard,

**Light Scratch:** a scratch on **your vehicle** not more than 30cm in length and 3mm in depth that sits within two (2) body panels.

**Malicious Damage:** deliberate and intentional damage caused by a third party

**Minor Damage:** any Chip, Minor Dent, Light Scratch, Scuffed Bumper and/or scratched or kerbed alloy wheel, an interior tear, perforation or scratch not greater than 5cm that can be repaired by a mobile repair technician, using recognised small to medium area repair techniques which restores an eligible area that has suffered **Minor Damage** to as near as is possible the condition it was in before the **Minor Damage** occurred. In the case of multiple damages being caused by the same Incident, each **Minor Damage** will constitute a separate claim and a separate **Excess** will be payable. Please note **Minor Damage** is limited to acts which are **Accidental** or **Malicious**.

**Minor Dent:** a dent on **your vehicle** not more than 30cm in

diameter and 3mm in depth that sits within two (2) body panels.

**Period of Cover:** the period as noted on **your Schedule** for which We have agreed to provide **S.C.I** in accordance with this Certificate and for which You have paid the premium.

**Policy:** means this document together with the **schedule**

**Premium:** the amount **you** have agreed to pay us in respect of **your** insurance cover in accordance with the terms of this policy.

**Repairer:** a company authorised by **Us** to carry out a Minor Damage repair to Your Vehicle.

**Schedule:** the document containing important information about You, Your Vehicle, the Start Date, the expiry date and the **premium**.

**Scuffed Bumper:** a scuffed or dented area on the bumper of **your Vehicle** not more than 30cm in diameter, 3mm in depth and where the bumper is not perforated or cracked.

**S.C.I** : a specialist repair technique that restores an eligible area or alloy wheel that has suffered **Minor Damage** to as near as is possible the condition it was in before the **Minor Damage** occurred.

**Start Date:** the date on which **Your S.C.I** starts as noted on Your Schedule.

**Territorial Limits:** means the area in which this insurance cover is effective being England, Scotland, Northern Ireland and Wales

**Total Loss:** means where **you** have claimed under **your** motor insurance policy and the claim has been settled, with the **vehicle** salvage forfeited and a **total loss** payment made in full and final settlement;

**Vehicle:** the **Vehicle** described in **Your Schedule**.

**Wear and Tear:** general pitting, corrosion, discolouration, tar staining, neglect or a defect which the Repairer advises is not the result of Accidental or Malicious Damage

**We/Us/Our:** The Insurer, Acasta European Insurance Company Limited.

**You/Your/Yourself:** the person named on **Your Schedule**.

## 2. ELIGIBILITY

**You** are eligible for **S.C.I** in accordance with this Certificate if at the **Start Date** and during the **Period of Cover**:

2.1 **You** are resident in England, Scotland, Northern Ireland or Wales on the start date and remain so throughout the period of insurance;

2.2 **We** have accepted **your** application;

2.3 **You** have paid the premium including applicable taxes;

2.4 **Your Vehicle** is not an excluded vehicle and does not exceed 3,500kg in weight;

2.5 **Your Vehicle** is insured for social, domestic or pleasure purposes only, including commuting and travelling to and from a place of work, or class1 business use; and

2.6 **Your Vehicle** is not subject to a contract hire or lease agreement with an annual mileage allowance of more than 20,000.

2.7 **Your Vehicle** was purchased within 30 days of the purchase date of this cover, from a recognised motor dealer.

2.8 **Your Vehicle** is less than 3 years old

## 3. WHAT YOU ARE COVERED FOR

In return for the payment of the appropriate premium, **we** will provide cover against the cost of performing a **S.C.I** repair for **Minor Damage to your vehicle**, subject to the terms of this Certificate up to the Claims Limit.

**Minor Damage** repairs can only be carried out on the United Kingdom mainland or Northern Ireland

**S.C.I** will not contribute to the repair of any damaged area that exceeds the maximum limits of **Minor Damage**.

In the event of multiple cases of **Minor Damage** being caused by the same Incident, each **Minor Damage** will constitute a separate claim and a separate **Excess** will be payable. If **we** authorise a repair and the repairer attends but cannot repair your vehicle using **S.C.I**, then **we** will pay you up to £150 towards the cost of a bodyshop repair of the damage incorrectly diagnosed.

This does not apply where **we** have not authorised the claim or asked the repairer to attend to assess the damage.

If **Your Alloy Wheel(s)** are not repairable **We** will pay **you** a contribution towards the replacement of **Your Alloy Wheel(s)** of up to £150 per Alloy Wheel.

If **We** make a contribution towards the replacement of **your Alloy Wheel(s)** each such contribution will count as two claims towards the Claims Limit.

For interior trim repairs **we** may make a cash settlement to **you** of up to £100 if we are unable to provide a suitable local repairer.

If **we** make a contribution or cash settlement **you** will need to provide an invoice for the repair as evidence that the repair has been carried out.

## 4. WHAT YOU ARE NOT COVERED FOR

You will not be compensated for:

4.1 Damage:

4.1.1 that cannot be defined as a **Chip, Light Scratch, Minor Dent, Scuffed Bumper, scratched or kerbed alloy wheel, accidental damage to interior**;

4.1.2 that in the expert opinion of the **Repairer** cannot be repaired using **S.C.I** and can only be repaired in a bodyshop (except where we have authorised the claim but the repairer has subsequently deemed the damage to be beyond the scope of **Minor Damage**);

4.1.3 that occurs to horizontal, flat surfaces such as roofs, bonnets and boot tops; these panels are eligible for stone chip repairs only.

4.1.4 that extends over more than two (2) body panels. In the event that the damage extends over more than two (2) body panels, **We** will not be liable as the damage falls outside the scope of **Minor Damage**;

4.1.5 that occurs before the **Start Date**;

4.1.6 caused by rust, hail, bird droppings and tree sap;

4.1.7 to stickers or decals;

4.1.8 to handles and locks;

4.1.9 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;

4.1.10 to self-healing paint, body wrap, chrome illusion paint (two tone paint finish), matt paint or bespoke paints;

4.1.11 caused by wear and tear, fading, general pitting, corrosion, discolouration, previous substandard repairs, tar staining or neglect, removal of fixing brackets, general wear, burns or stitching failure;

4.1.12 that involves accessories, door mouldings, window mouldings, lights of any sort or any window.

4.2 Claims in excess of the **Claims Limit**

4.3 The **Excess** per repair.

4.4 Any liability to any other party.

4.5. Damage caused by collision with a 3rd party which is covered by their motor insurance policy.

4.6 Any other costs that are indirectly caused by the **Incident** which led to **Your** claim, unless specifically stated as covered in this Certificate.

4.7 Any body panel or bumper, or part of a panel or bumper that has been cracked, ripped, torn, or perforated.

4.8 The replacement of any body panel or bumper, or part of a panel or bumper.

4.9 Any repair work carried out without prior authorisation being given by the **Administrator** or **Us**.

4.10 Any **Minor Damage** caused outside the **Territorial Limit** or **S.C.I** or repairs required outside England, Scotland, Northern Ireland or Wales.

4.11 Any consequence of war, invasion, terrorism, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

4.12 Loss or damage caused by or during routine or regular maintenance.

4.13 Any damage incurred prior to the inception of the policy.

4.14 Split rim, polished or chrome effect wheels.

4.15 **Minor Damage** reported more than thirty (30) days after the **Incident**.

4.16 **Minor damage** Any claim occurring in the first 30 days of the policy, unless the vehicle was new and awaiting delivery prior to the inception date of the policy.

## 5. EXCLUDED VEHICLES

S.C.I. does not cover the following vehicles in any circumstances; light commercial vehicles, delivery vehicles, panel vans and vehicles exceeding 3,500kg.

The following types of vehicles are also excluded: motor cycles, scooters, three wheeled vehicles, kit-cars, quad bikes, caravans or motor homes, trailers, boats, vehicles used for hire or reward (for example taxis, self-drive hire or driving schools), delivery courier

or a vehicle used in any sort of rally, speed testing, 4x4 off- roading, racing or any kind of competition or trial or any purpose in connection with the motor trade.

## 6. INVALID COVER

If **we** pay any benefit as a direct or indirect result of **your** fraud, recklessness or negligence then all payments shall be forfeited and **we** reserve the right to demand that any sum paid by **us** is repaid by **you** and/or take the appropriate legal action against **you**.

**Your** insurance cover may be voidable if **you** or anyone acting for **you** fails to disclose or misrepresents any material fact. **We** may void this insurance cover in its entirety from the date of loss or alleged loss if:

(a) a claim made by **you** or anyone acting on **your** behalf to obtain any benefit is fraudulent or intentionally exaggerated; or

(b) **you** or anyone acting on **your** behalf makes a false declaration or statement in support of a claim under this insurance cover.

## 7. CLAIMS PROCEDURE

7.1 When **you** become aware of any damage that could lead to a claim **you** must call the **Claims Administrator** on 0114 321 9877 within thirty (30) days following the Incident. **You** must comply with the claims procedure as explained in this Certificate and by the **Claims Administrator**

7.2 In order to authorise a claim the **Claims Administrator** will require:

7.2.1 **Your** personal and **your vehicle** details;

7.2.2 Full details of the damage; and

7.2.3 confirmation that the damage falls within the definition of **Minor Damage**

7.3 **You** may be asked to provide a digital photo of the damage and documentation to support **your** claim. **Your** photos can be emailed to: [claims@spectrumcover.co.uk](mailto:claims@spectrumcover.co.uk)

7.4 The **Claims Administrator** has a nationwide network of nominated repairers who are familiar with our claims and billing procedures. The **Claims Administrator** shall recommend these repairers wherever possible. If a suitable approved repairer cannot be located the **Claims Administrator** will agree a suitable alternative with **you**. Costs accepted for repairs in these circumstances will be no more than those charged by our repairers. These amounts are inclusive of VAT. If **you** are registered for VAT then **we** will not pay the VAT element of any claim under this insurance cover;

### **Please note: Diamond cut alloy wheel finish**

7.5 It may be necessary for the wheel/s to be removed from **your vehicle** and sent to a specialist repairer for re-manufacture/repair. This process may take up to 7 working days. **S.C.I.** does not cover **you** for any other costs **You** incur whilst **your** Alloy Wheel(s) are being repaired, or as a result of **your** Alloy Wheel(s) being removed from **Your Vehicle**.

In some cases it may be necessary to send an independent consulting engineer to inspect **your vehicle** and the wheels that are damaged, before we can authorise a repair or replacement. We will make every effort to ensure this happens with the least delay and inconvenience to **you**, however we will

not be liable for any losses **you** incur through any delay caused.

7.6 If the repairer repairs more than one case of **Minor Damage** during a call out **you** must pay the **excess** for each additional repair.

7.7 If **your vehicle** is not available for inspection at the time arranged with the Repairer an additional **Call Out Charge** will be payable for any subsequent appointment.

7.8 Upon receipt of the information requested in 7.2 and 7.3 the **Claims Administrator** will review your claim. If **your** claim is covered by this Certificate the **Claims Administrator** will authorise **your** claims. Only **we** or the **Claims Administrator** are mandated to authorise or reject claims.

If **we** authorise a repair and the repairer attends but cannot repair **your vehicle** using SCI, then we will pay **you** up to £150 towards the cost of a bodyshop repair of the damage incorrectly diagnosed. This does not apply where **we** have not authorised the claim or asked the repairer to attend to assess the damage.

7.9 **You** must allow the **Claims Administrator** or **Us** (or Our authorised Repairer) access to inspect **your vehicle** if it is the subject of a claim.

7.10 If **you** are not satisfied that the **S.C.I.** repair has been properly completed do not sign the release form and contact the **Claims Administrator** immediately.

7.11 **We** reserve the right to settle **your** claim in cash in lieu of arranging a **S.C.I.** repair to **your vehicle**.

## 8. GENERAL TERMS & CONDITIONS

**You** must fulfil certain obligations in order to ensure that **your S.C.I.** insurance remains valid:

8.1 **You** must report **your** claim within thirty (30) days of the Incident.

8.2 **You** must use all reasonable care to maintain **your vehicle** in an efficient and roadworthy condition and take all reasonable precautions to prevent or minimise loss or damage.

8.3 **You** must give **Us** true and complete information

8.4 **You** must comply with **Our** reasonable requests.

8.5 **You** must follow the prescribed claims procedure as explained in this Certificate or by the **Claims Administrator**.

8.6 **You** must inform **Us**, via the **Administrator**, if any of the details in **your Schedule** are incorrect or need updating.

8.7 **You** must tell **Us** about anything **that You** have not yet disclosed but which may affect **Our** decision in accepting **your S.C.I.**

8.8 **You** must tell **Us**, via the **Administrator**, about any changes which may be important for **Us** to continue providing **your S.C.I.**

Please note that **We** reserve the right to charge an administration fee for any changes to **your** Certificate. This will be communicated to **you** by the **Administrator** at the time such changes are made.

## 9. CANCELLATIONS & REFUNDS

9.1 **We** trust that **you** will be happy with **your S.C.I.** Policy however, **you** have the right to cancel it within fourteen (14) days of receiving the Certificate without giving any reason. In the event that **you** wish to cancel **your S.C.I.** within the fourteen (14) day period please contact **your** supplying dealer who will arrange for the refund less the cost of any **S.C.I.** repairs undertaken.

9.2 If **you** cancel after the first fourteen (14) days of receipt of **your** Certificate, **you** are entitled to a pro rata refund provided **you** have not made any claims. An administration fee of £35 applies.

9.3 **We** reserve the right to cancel **your S.C.I.** in the event **you** do not pay the **premium**.

9.4 **We** reserve the right to cancel **your S.C.I.** by giving **you** thirty (30) days notice at any stage during the Period of Cover. In this event **We** will refund **you** for the unexpired portion of **your premium**.

9.5 **Your S.C.I.** will automatically terminate on the earliest date one of the following events happen:

9.5.1 **You** dispose of, or transfer ownership of **your vehicle** to

another party, and **you** do not inform **Us**; or

9.5.2 **You** dispose of, or transfer ownership of **your vehicle** to a garage, motor trader, auctioneers or similar company; or

9.5.3 **Your** policy expires as per **your Schedule**; or

9.5.4 **You** cease to be resident in England, Scotland, Northern Ireland or Wales; or

9.5.5 The number of claims **you** have made reaches the **Claims Limit**.

## 10. TRANSFER

To a New Owner:

If **you** sell **your vehicle** during the **Period of Cover**, **you** may transfer the benefits of this **S.C.I.** to the new owner of **your vehicle**, provided that **you** sell **your vehicle** privately and not through a garage, motor trader, auctioneers or similar company. The transfer will be subject to a £35 administration fee. The transfer will be subject to the Administrator's approval and the fee will be returned in the event of non-acceptance.

To a New Vehicle:

If **you** sell **your vehicle**, **you** may transfer the remaining cover to the eligible replacement Vehicle, subject to **Our** agreement. The first transfer is free of charge, subsequent transfers will be subject to a transfer fee of £35. Proof that the vehicle is free from damage may be required prior to acceptance of any transfer.

If the new vehicle does not meet the eligibility requirements of this insurance, the transfer will be declined and any transfer fee paid will be refunded. All transfer requests must be made within 30 days of the date of sale of **your vehicle**.

## 11. COMPLAINTS PROCEDURE

It is **Our** intention to give **you** the best possible service but if **you** do have questions or concerns about this insurance or the handling of a claim **you** should follow the complaints procedure below:

For complaints regarding the sale of **your** policy. In the first instance please contact:

Head of Customer Services  
Aequitas Automotive Limited, 56 Hamilton Square, Birkenhead, Wirral, Merseyside, CH41 5AS.

Tel. 0800 195 4926

Email: [customerservices@aequitas-automotive.co.uk](mailto:customerservices@aequitas-automotive.co.uk)

In all correspondence please state **your** full name, address and registration number.

If **your** complaint cannot be resolved within 5 working days, Aequitas Automotive Limited trading as Total loss gap will pass it to:

Spectrum Insurance Services Limited, Westthorpe Business Innovation Centre, Westthorpe Business Park, Killamarsh, S21

1TZ

Tel: 0114 321 9680

Email: [customerservices@spectrumcover.co.uk](mailto:customerservices@spectrumcover.co.uk)

Complaints Handling process will be sent to **you** on request

If **you** are still not satisfied, **you** can contact the Insurance Division of the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, London E14 9SR

**You** can also contact the Financial Ombudsman Service on 0800 023 4567. Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

(Using this service does not affect **your** right to take legal action.)

## 12. DATA PROTECTION

**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
- Trace debtors, recover debt, prevent fraud, and manage **your** insurance policies
- 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.

## 13. COMPENSATION SCHEME

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, **you** may be entitled to compensation from the Compensation Scheme.