

MINOR DAMAGE PLUS 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. 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.

1. ABOUT YOUR MINOR DAMAGE PLUS INSURANCE

You Minor Damage Insurance PLUS (M.D.I. PLUS) insurance is designed to keep the exterior of **Your Vehicle** in good condition throughout the **Period of Cover**.

M.D.I. PLUS insurance provides M.D.I. repairs for unavoidable **Minor Damage** without affecting **You** motor insurance.

The **Schedule** is subject to the terms of this document and it shows the **Vehicle** that is covered by this M.D.I. PLUS insurance.

You should read **Your Schedule** and this document together.

We have listed words with special meanings in Definitions below. These words are capitalised and printed in bold whenever they appear in this document.

There are some Exclusions which apply to **Your** M.D.I. PLUS insurance and **We** have listed them below.

Please read this document carefully as **Your** failure to comply with any of its terms may render **Your** M.D.I. PLUS insurance invalid and could jeopardise the payment of any claim which might arise.

This document tells **You** exactly what is covered, how Tobell Insurance Services Limited settle claims and other important information.

CONSUMER INSURANCE (Disclosure & 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.

2. ELIGIBILITY

You are eligible for M.D.I. PLUS insurance in accordance with this document if at the **Start Date** and during the **Period of Cover**:

2.1 **You** reside in the United Kingdom;

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 under section 5 Exclusions 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; and

2.6 **Your Vehicle** is not subject to a contract hire or finance lease agreement.

3. DEFINITIONS

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

Administrator: Tobell Insurance Services Limited. Whenever **You** contact them please quote the policy number which is on **Your Schedule**.

Call Out Charge: a non refundable £10 fee payable to the **Repairer** to attend **Your Vehicle** to assess the **Minor Damage**.

M.D.I. : a specialist repair technique that 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.

Chip: a chip on **Your Vehicle** not more than 1.5cm in diameter and 3mm in depth.

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 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.

3. DEFINITIONS

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 **You** pay a **Call Out Charge**, the **Excess** will be waived. 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**.

Light Scratch: a scratch on **Your Vehicle** not more than 15cm in length and 3mm in depth that sits within two (2) body panels.

Minor Damage: any **Chip, Minor Dent, Light Scratch** and/or **Scuffed Bumper**. In the case of multiple damages being caused by the same **Incident**, each **Minor Damage** will constitute a separate claim and a separate **Call Out Charge** and/or **Excess** will be payable.

Minor Dent: a dent on **Your Vehicle** not more than 15cm 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 M.D.I. PLUS insurance in accordance with this document and for which **You** have paid the premium.

Repairer: a company authorised by **Us** to carry out a **M.D.I.**

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 15cm in diameter, 3mm in depth and where the bumper is not perforated or cracked.

Start Date: the date on which **Your** M.D.I. PLUS insurance starts as noted on **Your Schedule**.

Territorial Limits: United Kingdom.

Vehicle: the **Vehicle** described in **Your Schedule**. Please note M.D.I. PLUS insurance 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.

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

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

4. COVER PROVIDED

In return for the payment of the appropriate premium, **We** will provide cover against the cost of performing a **M.D.I.** repair for **Minor Damage** to **Your Vehicle**, subject to the terms of this document up to the **Claims Limit**.

M.D.I. repairs can only be carried out on the United Kingdom mainland.

M.D.I. PLUS insurance will not contribute to a non **M.D.I.** 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 **Call Out Charge** or **Excess** will be payable.

5. EXCLUSIONS

You will not be compensated for:

5.1 Damage:

5.1.1 that cannot be defined as a **Chip, Light Scratch, Minor Dent** or **Scuffed Bumper**;

5.1.2 that in the expert opinion of the **Repairer** cannot be repaired using **M.D.I.** and can only be repaired in a bodyshop;

5.1.3 that occurs to horizontal, flat surfaces such as roofs, bonnets and boot tops;

5.1.4 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**;

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

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

5.1.7 to stickers or decals;

5.1.8 to wheels and wheel rims, handles and locks;

5.1.9 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;

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

5.1.11 caused by wear and tear or fading;

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

5.2 Claims in excess of the **Claims Limit**

5.3 The **Excess** per repair unless a **Call Out Charge** has been paid.

5.4 Any liability to any other party.

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

5.6 Any body panel or bumper, or part of a panel or bumper

5. EXCLUSIONS

that has been cracked, ripped, torn, or perforated.

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

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

5.9 Any **Minor Damage** caused outside the **Territorial Limits** or **M.D.I.** repairs required outside the United Kingdom mainland.

5.10 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.

You will not be compensated for:

5.11 Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

5.12 **Minor Damage** directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds.

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

6. GENERAL CONDITIONS

You must fulfil certain obligations in order to ensure that **Your** M.D.I. PLUS insurance remains valid:

6.1 **You** must report **Your** claim within thirty (30) days of the **Incident**.

6.2 **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.

6.3 **You** must give **Us** true and complete information.

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

6.5 **You** must follow the prescribed claims procedure as explained in this document or by the **Administrator**.

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

6.7 **You** must tell **Us** about anything that **You** have not yet disclosed but which may affect **Our** decision in accepting **Your M.D.I. PLUS** insurance.

6.8 **You** must tell **Us**, via the **Administrator**, about any changes which may be important for **Us** to continue providing **Your M.D.I. PLUS** insurance.

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.

6.9 If any claim or statement made by **You** is in any respect deliberately or recklessly overstated, false or fraudulent, **We** may have the right to refuse any claim on this policy or to avoid

this insurance in its entirety.

6.10 The **Insurer** reserves the right to take legal proceedings in **Your** name, at their own expense and for their own benefit, to recover any costs or damages they have paid out under this insurance to anyone else. If any **You** recover any costs or damages previously paid under this insurance from any other party, such costs or damages must be immediately repaid to **Us**.

6.11 If any dispute between **You** and **Us** arises from this policy, **You** can make a complaint to **Us** as described on the back page of this policy and **We** will try to resolve the matter. If **We** are unable to satisfy **Your** concerns **You** can ask the Financial Ombudsman Service to arbitrate over the complaint.

6.12 This insurance is between and binding upon the **Insurer** and **You** and their/**Your** respective successors in title, but this insurance may not otherwise be assigned by **You** without the **Insurer's** prior written consent.

6.13 If the **Insurer** or **You** fails to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver of such right, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

6.14 This insurance is governed by English law.

6.15 Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999. This Condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

7. CANCELLATION AND COOLING OFF PERIOD

7.1 **We** trust that **You** will be happy with **Your** M.D.I. PLUS insurance. However, **You** have the right to cancel it within fourteen (14) days of receiving the document without giving any reason. If **You** do so **We** will refund **Your** payment in full less the cost of any **M.D.I.** repairs undertaken.

In the event that **You** wish to cancel **Your M.D.I. PLUS** insurance within the fourteen (14) day period please contact

Your supplying dealer who will arrange for the refund.

7.2 If **You** cancel after the first fourteen (14) days of receipt of **Your** document, irrespective of whether or not **You** have made a claim no premium refund will be given.

7.3 **We** may cancel this insurance if in **Our** opinion **You** have at any time:

7.3.1 given **Us** false or incomplete information

7. CANCELLATION AND COOLING OFF PERIOD

7.3.2 agreed to help anyone try to take money from **Us** dishonestly, or

7.3.3 failed to meet the terms and conditions of this insurance or

7.3.4 failed to act honestly towards **Us**.

7.3.5 failed to pay the policy premium.

We can cancel this insurance at any time by giving **You** at least 14 days' written notice at **Your** last known address.

8. AUTOMATIC TERMINATION

Your M.D.I. PLUS insurance will automatically terminate on the earliest date one of the following events happen:

8.1 **You** dispose of, or transfer ownership of **Your Vehicle** to another party, and **You** do not inform **Us**; or

8.2 **You** dispose of, or transfer ownership of **Your Vehicle** to a garage, motor trader, auctioneers or similar company; or

8.3 **Your** policy expires as per **Your Schedule**; or

8.4 **You** cease to be resident in the United Kingdom; or

8.5 The number of claims **You** have made reaches the **Claims Limit**.

9. HOW TO MAKE A CLAIM

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

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

9.2.1 **Your** personal and **Your Vehicle** details;

9.2.2 full details of the damage; and

9.2.3 confirmation that the damage falls within the definition of **Minor Damage**.

9.3 **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@tobell.co.uk

9.4 If the **M.D.I.** repair involves a call out **You** will have to pay the **Call Out Charge**. If **You** pay a **Call Out Charge** the **Excess** for that repair will be waived.

9.5 If the **Repairer** repairs more than one case of **Minor**

Damage during a call out **You** must pay the **Excess** for each additional repair.

9.6 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.

9.7 Upon receipt of the information requested in 9.2 and 9.3 the **Administrator** will review **Your** claim. If **Your** claim is covered by this document the **Administrator** will authorise **Your** claim. Only **We** or the **Administrator** are mandated to authorise or reject claims.

9.8 **You** must allow the **Administrator** or **Us** (or **Our** authorised **Repairer**) access to inspect **Your Vehicle** if it is the subject of a claim.

9.9 If **You** are not satisfied that the **M.D.I.** repair has been properly completed do not sign the release form and contact the **Administrator** immediately.

9.10 **We** reserve the right to settle **Your** claim in cash in lieu of arranging a **M.D.I.** repair to **Your Vehicle**.

10. 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. Telephone: 01143 219680.

email: customerservices@tobell.co.uk.

The **Administrator** will acknowledge **Your** complaint within 5 business days of receiving it and it will do its best to resolve the matter within 2 weeks.

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

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

11. TRANSFERRING YOUR COVER

If **You** sell **Your Vehicle** during the **Period of Cover**, **You** may transfer the benefits of this M.D.I. PLUS insurance 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.

12. 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:

a. 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.

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, an **Insured Person** may be entitled to compensation from the Compensation Scheme .