

## 1. ABOUT YOUR MINOR DAMAGE PLUS INSURANCE

**Your 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 **Your** motor insurance.

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

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

**We** have listed words with special meanings in **Definitions** below. These words are printed in bold whenever they appear in this Certificate.

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

Please read this Certificate 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 Certificate tells **You** exactly what is covered, how Tobell Insurance Services Limited settle claims and other important information.

**M.D.I. PLUS** insurance is underwritten by Qudos Insurance A/S.

## 2. ELIGIBILITY

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

2.1 **You** reside in the United Kingdom or the Channel Islands;

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; 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 Certificate.

**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.

**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 Certificate 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.

### 3. DEFINITIONS (CONT.)

**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 or the Channel Islands,

**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.

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

**We/Us/Our** means Qudos Insurance A/S. Qudos Insurance A/S is authorised and regulated by Finanstilsynet (The Danish FSA); Danish FSA number 53112. As an insurance company authorised within the European Union Qudos Insurance A/S is permitted to conduct business in the United Kingdom. **You** can check this by visiting the Financial Conduct Authority website. Qudos Insurance A/C is registered in Denmark under company number 33956967 at registered office, Kongevejen 371, DK 2840 Holte, Denmark.

### 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 Certificate up to the **Claims Limit**.

**M.D.I.** repairs can only be carried out on the United Kingdom mainland, Jersey and Guernsey.

**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 Certificate.

5.6 Any body panel or bumper, or part of a panel or bumper 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, Jersey and Guernsey.

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.

## 5. EXCLUSIONS (CONT.)

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 Certificate 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.

## 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 Certificate 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** Certificate, irrespective of whether or not **You** have made a claim no premium refund will be given.

7.3 **We** reserve the right to cancel **Your M.D.I. PLUS** insurance in the event **You** do not pay the premium.

7.4 **We** reserve the right to cancel **Your M.D.I. PLUS** insurance 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.

## 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** Certificate expires as per **Your Schedule**; or

8.4 **You** cease to be resident in the United Kingdom or the Channel Islands; 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 Certificate 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: carsclaim@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. HOW TO MAKE A CLAIM

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 Certificate 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 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 it 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, 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

Making a complaint to the Financial Ombudsman Service does not affect **Your** rights under this **M.D.I. PLUS** insurance.

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

## 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 1998

**We** record and hold data in accordance with the Data Protection Act 1998 and follow strict security procedures in the storage and disclosure of information provided to prevent unauthorized access or loss of such information.

**We** may find it necessary to pass data to other firms or businesses that supply products and services associated with this insurance cover.

Further, by accessing and updating various databases **We** may share information with other firms and public bodies, including the police, in order to substantiate information and prevent or detect fraud. If false or inaccurate information is provided and fraud is suspected this fact will be recorded and the information will be available to other organisations that have access to the databases. Details of databases accessed or contributed to are available on request.

## 13. COMPENSATION SCHEME

Qudos Insurance A/S is covered under the Forsikrings Garantifond and this is **Your** first point of claim for financial compensation in the event of **Our** financial failure.

**You** may also be entitled to compensation under the Financial Services Compensation Scheme. This provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. Under this scheme 90% of the total claim will be met.

Compensation is only available to commercial customers in

limited circumstances.

Further information can be obtained from the Insurer or from the Financial Services Compensation Scheme at the following address:

Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU, telephone: 0800 678 1100 or 0207 741 4100.