



**Cosmetic Minor Damage Protection Insurance
Policy Terms and Conditions**

1. POLICY DETAILS

These terms and conditions together with the **Policy Schedule** sets out **Your** insurance cover. Please note the following:

- This is a contract of insurance ("**Policy**") between **You**, the purchaser named on the **Policy Schedule**, and Fortegra Europe Insurance Company Limited. **Your Statement of Demands and Needs** and the undertaking to pay the premium, forms the basis of the **Policy**.
- Please check that the information contained in the **Policy Schedule** is correct and that it meets **Your** requirements. If it doesn't, please contact the **Policy Retailer**.
- Please read these terms and conditions carefully, in conjunction with the **Policy Schedule** and **Statement of Demands and Needs**, and make sure **You** understand and fully comply with them, as failure to do so may jeopardise the payment of any claim which might arise and could lead to the **Policy** becoming void.
- Please note that as in **Section 12 - MISINFORMATION**, **You** have an obligation to provide **Us** with any facts which may be relevant to this insurance.
- Words that have special meanings are in bold, and the definitions can be found in **Section 2 - DEFINITIONS**.

2. DEFINITIONS

Administrator: DEFEND INSURANCE s.r.o. Email; customerservice@defendinsurance.co.uk,
Telephone No: 0161 451 4804; Address; Roztylska 1860/1 148 00 Prague, Czech Republic

Approved Repairer: A repairer appointed by the **Administrator** or **Us** to undertake a **SMART Repair** to the **Vehicle**.

Bodyshop Repair: Any repair required to **Your Vehicle** that cannot be achieved by a **SMART Repair** technique (as determined by an **Approved Repairer**) and is deemed to only be repairable by a bodyshop.

Day-To-Day Motoring: The use of **Your Vehicle** for social, domestic and pleasure purposes only, including journeys to and from a permanent place of work and any business use up to a maximum of 20,000 miles per year.

Incident Date: The date of the incident where damage has occurred to the **Vehicle**.

Family Member: **Your** spouse or civil partner, or a parent, grandparent, child, grandchild, brother, or sister.

Minor Cosmetic Damage: Accidental damage to the bodywork of **Your Vehicle** (damage to the roof, bonnet, boot lid/tailgate or any horizontal surface is covered only if a SMART repair is achievable) caused by a sudden and unforeseen incident during **Day-To-Day Motoring** resulting in: -

- a minor stone chip, up to 3mm in diameter and 1.5mm in depth, which can be filled and sealed to prevent rust; or
- a minor dent to a metal body panel, not exceeding 30cm in diameter and not where the panel has been ripped, perforated, torn or the area distorted; or
- a minor scratch, up to 1.5mm in depth, not exceeding 30cm in length; or

- a scuffed bumper, which is less than 30cm in diameter, less than 3mm in depth and sitting within one bumper panel; or
- a scratched or scuffed wing mirror cover/casing, where the damage is less than 30cm in diameter and less than 3mm in depth.

Policy Retailer: The company that arranged this insurance for **You**

Policy Schedule: The schedule provided to **You** when **You** purchased this **Policy**, which contains **Your** details, details of the **Vehicle** and the **Policy** term.

SMART Repair: Any **Minor Cosmetic Damage** to **Your Vehicle** up to £500 incl VAT per claim that involves using a **Small to Medium Area Repair Technique**. Such techniques use specialised tools, paints and materials and avoid the need for a **Bodyshop Repair**.

Statement of Demands and Needs: Any signed Statement of Demands and Needs and declaration accepted by **You** together with any additional information **You** may have supplied to **Us** in support of **Your** application for this **Policy**.

Supplying Dealer: The dealership, broker or leasing company that the **Vehicle** was purchased from.

Territorial Limits: The United Kingdom, Isle of Man and the Channel Islands. Territorial limits will include the countries of the European Economic Area for a period of up to sixty (60) days for any one single trip.

Vehicle: The vehicle purchased by **You** which meets the eligibility criteria set out in this **Policy**.

We/Us/Our: Fortegra Europe Insurance Company Limited, The Reed Centre, Blue Harbour, Ta' Xbiex Seafront, Ta' Xbiex, XBX 1027, Malta. Fortegra Europe Insurance Company Limited is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business and is regulated by the Malta Financial Services Authority under company registration no. C 84703 and subject to limited regulation by the Financial Conduct Authority under reference number 805770. Details of the extent of our authorisation and regulation by the Malta Financial Services Authority are available from **Us** on request.

You/Your: Any individual or business who is detailed on the **Policy Schedule** and has paid the necessary premium under this policy.

3. ELIGIBILITY

You are eligible for cover from the start date of this Policy if:

- **You** are applying as an individual; and
- **You** are eighteen (18) years of age or over; and
- **You** are resident in the United Kingdom, Channel Islands or the Isle of Man; and
- **You** have purchased and commenced this **Policy** from the **Policy Retailer** no later than ninety (90) days after purchasing the **Vehicle**.
- The **Vehicle** is not older than 7 years at the start date of this policy

The Vehicle is eligible for this cover if:

- It is a car registered in the United Kingdom, Channel Islands or the Isle of Man; and

- It has been purchased from the **Supplying Dealer**.

Please Note: The following vehicles and vehicle uses are NOT eligible for cover:

- Any left hand drive vehicle; and
- Emergency vehicles, commercial vehicles, taxis, courier vehicles, buses, minibuses, coaches, trucks, motor homes, trailers, heavy goods vehicles, licensed private hire vehicles, daily rental vehicles, breakdown and recovery vehicles; and
- Vehicles used for dispatch, hire and reward, driving school tuition, chauffeuring, road racing, track days (timed or untimed), rallying, pace-making, speed testing or any other competitive event.
- Any **Vehicle** that has been modified after the purchase date.

4. POLICY TERM

This **Policy** is for the chosen term, up to a maximum of thirty-six (36) months, as detailed on the **Policy Schedule**. Your cover will end at the earliest of any of the below:

- **You** failing to pay **Your** premium when due; or
- **You** or the **Vehicle** no longer meeting the eligibility criteria for **Your Policy**; or
- The **Vehicle** being sold or transferred to a new owner, other than under **Section 9 - TRANSFERRING YOUR POLICY**; or
- The value of claims settled by **Us** having reached the limit, as defined in **Section 5 – WHAT IS COVERED**; or
- The **Policy** being cancelled by either **You** or **Us**; or
- The expiry date of the **Policy** as detailed on the **Policy Schedule**.

5. WHAT IS COVERED

Cover and Benefit Limit
<p>If during the Policy term Minor Cosmetic Damage occurs to the bodywork of Your Vehicle within the Territorial Limits as a result of Day-To-Day Motoring, We will cover the cost of a SMART Repair by an Approved Repairer, subject to the following limits: -</p> <ul style="list-style-type: none"> • £500 including VAT for any one repair. • £3,000 including VAT in total during the Policy term. <p>Where the Minor Cosmetic Damage falls within the terms of Your Policy but is not repairable using a SMART Repair technique (as determined by an Approved Repairer), We will contribute up to £250 including VAT towards a Bodyshop Repair so long as the repair is not the subject of a motor insurance claim.</p> <p>You will need to submit a paid invoice for the Bodyshop Repair, and any amount paid to You will be subject to the total limit defined above, during the Policy term.</p> <p>Note: In the event of multiple cases of Minor Cosmetic Damage being caused by the same incident, these will be treated as one claim and will be subject to the 30cm diameter area.</p>
Transferrable cover
<p>You may transfer Your Policy subject to the conditions in Section 9 -TRANSFERRING YOUR POLICY where a Family Member takes ownership of the Vehicle.</p>

6. WHAT IS NOT COVERED

What You are not covered for:	
i.	Any claim where the Incident Date is before the Policy start date.
ii.	Any damage caused where the Vehicle is used for reasons other than Day-To-Day Motoring or the damage is the subject of a motor insurance claim.
iii.	Any Minor Cosmetic Damage which is not reported within thirty (30) days of the Incident Date .
iv.	Damage that is not repairable by a SMART Repair , is beyond Minor Cosmetic Damage or because of the extent or number of areas of damage, a Bodyshop Repair is required.
v.	Where the body panel, bumper or wing mirror is ripped, perforated, cracked or torn or there is damage to the structure and/or alignment.
vi.	Damage to the locks or handles, beading, mouldings, lamps, window panels, tyres, wheels or wheel trims.
vii.	Any damage that has been accumulated over an extended period, which We or the Administrator deem to be wear and tear.
viii.	Any damage showing evidence of rust, corrosion or hail impact.
ix.	Any damage caused by stickers or decals.
x.	Any Minor Cosmetic Damage where an Approved Repairer deems the repair unsafe.
xi.	Any replacement parts required, including stickers and decals.
xii.	A defect which is deemed not to be accidental damage, such as defective design or wear and tear, or a previous repair that was sub-standard.
xiii.	Any claim relating to a road traffic accident or as a result of fire, theft or flood.
xiv.	Any claim arising from manufacturing defects or inherent design faults.
xv.	Any claim relating to damage caused by neglect or a deliberate, careless act or omission by You .
xvi.	Any damage that existed prior to the purchase of this insurance.
xvii.	Any damage that occurs within 14 days of the Policy start date.
xviii.	Any amount that exceeds the benefit level per claim or in total, as detailed in Section 5 – WHAT IS COVERED .
xix.	If during the Policy term the Vehicle is used for any of the excluded uses that appear in Section 3 - ELIGIBILITY .
xx.	The cost of any routine maintenance or adjustments.
xxi.	Any VAT where You are VAT registered and able to reclaim the VAT element.
xxii.	For consequential damage of any kind or any consequential loss, injury or damage.

7. HOW TO MAKE A CLAIM

Stage	Explanation
Step 1	Contact the Administrator as soon as You become aware of an incident that has resulted in damage: - <ul style="list-style-type: none">• by telephone on 0161 451 4803; or• by emailing claims@defendinsurance.co.uk
Step 2	The Administrator will provide You with instructions on how to submit your claim information.

	<p>Please note: -</p> <ul style="list-style-type: none"> • The Administrator will require photographs of the damage in order to assess Your claim. You are required to include evidence of the diameter of the damage by using a ruler when taking the photographs. • The information the Administrator may reasonably require must be received within thirty (30) days of the Incident Date.
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Points to note about the claims process:

- The **Administrator** will appoint an **Approved Repairer** who will be responsible for completing the necessary work in the event of a successful claim.
- **We** or the **Administrator** reserve the right to subject the **Vehicle** to an independent assessment.
- Where **We** authorise a contribution towards a **Bodyshop Repair**, **You** must pay for the repair in the first instance and send the **Administrator** a copy of the relevant invoice.
- **We** and the **Administrator** may obtain and share information concerning any claim **You** may make against this **Policy** with the **Policy Retailer** or any **Approved Repairer**, for the purposes of administering **Your Policy** and claim.

8. POLICY CONDITIONS

- The maximum benefit payable by **Us** is detailed in Section 5 – **WHAT IS COVERED** and on the **Policy Schedule**.
- If **You** are covered by similar insurance or warranty for the same or similar benefit(s) provided under this **Policy**, then **We** will only be responsible for paying a fair proportion of any benefit which **We** would otherwise be due to pay.
- **You** will be responsible for payment of any repair work completed by the **Approved Repairer** that falls outside of the scope of this **Policy**.
- **You** will be responsible for any costs incurred in the event that the reported damage exceeds the parameters detailed under **Minor Repair Damage**.
- The maximum benefit payable by **Us** in respect of the **Vehicle** is the claims limit on the **Policy Schedule**.
- It shall not be possible for **You** to assign or change the benefits of the **Policy** in any way whatsoever, other than as specified in **Section 9 - TRANSFERRING YOUR POLICY**.
- **We** have the right to take proceedings against other parties in **Your** name, in order to recover for **Our** benefit, the amount of any payment made under this **Policy**.
- **You** must notify the **Policy Retailer** as soon as possible if any of **Your** details change during the **Policy** term.

9. TRANSFERRING YOUR POLICY

This **Policy** cannot be transferred to another **Vehicle** or to any subsequent owner of the **Vehicle** except where ownership of the **Vehicle** is transferred to a **Family Member**. Cover may be transferred to that **Family Member** by contacting the **Policy Retailer** within thirty (30) days of change of ownership, so long as that **Family Member** meets the eligibility criteria in **Section 3 - ELIGIBILITY**.

In the event of bereavement, the remaining benefits of this insurance may be transferred to a **Family Member**.

10. CANCELLING YOUR POLICY

You have the right to cancel **Your Policy** at any time. Please see the below table for **Your** refund rights.

Where **You** wish to cancel **Your Policy** within the thirty (30) day period specified below, please notify the **Policy Retailer**.

If **You** wish to cancel after the thirty (30) day period, please contact the **Policy Retailer**

Time period	Refund Rights
Cancellation before policy commencement date	If you cancel before the policy commencement date, you will be entitled to a full refund of premium paid and no administration fee will be charged.
Cancellation within thirty (30) days of the start date on the Policy Schedule or receipt of the Policy terms (whichever is later)	If You cancel within thirty (30) days and have not made a successful claim on Your Policy , You will be entitled to a full refund of premium paid less £15 to cover our costs incurred in relation to your cancelled policy.
Cancellation after thirty (30) days from the start date on the Policy Schedule or receipt of the Policy terms (whichever is later)	<p>If You cancel after thirty (30) days and have not made a successful claim on Your Policy, You will be entitled to a pro rata refund, based on the number of fully unexpired calendar months remaining on Your Policy minus a fixed amount of £35 to cover Our costs incurred in relation to Your cancelled Policy.</p> <p>A pro rata refund example is as follows: -</p> <ul style="list-style-type: none">• 36-month Policy term.• £360 total premium paid for Policy.• Cancellation in month 12 leaves 24 full months remaining.• Pro rata refund of £240 less £35 administration fee.• Amount of refund due to You is £205.

11. COMPLAINTS PROCEDURE

If **You** wish to make a complaint about the conduct of the sale or cancellation of this **Policy**, including any information provided as part of the sale, please contact the **Policy Retailer**.

The **Administrator** handles all other complaints relating to this **Policy** on **Our** behalf. If **You** wish to make a complaint, please do so by:

- calling 0161 451 4804; or
- emailing customerservice@defendinsurance.co.uk

The **Administrator** will aim to resolve **Your** complaint within fifteen (15) working days from first notification of **Your** complaint.

If the **Administrator** cannot resolve **Your** complaint within this period, they will notify **You** in writing to confirm the reasons why and will aim to resolve **Your** complaint within a further fifteen (15) working days from this point.

If **You** are still dissatisfied with the resolution or **Your** complaint has not been resolved within the timescales detailed above, **You** have the right to refer **Your** complaint to either the Financial Services Arbiter in Malta or the Financial Ombudsman Service in the UK, depending on the nature of **Your**

complaint and whether it should be directed to **Us** or the **Administrator**. The **Administrator** will advise **You** accordingly.

For complaints directed to **Us**, please contact the Financial Services Arbiter in Malta (Office of the Arbiter for Financial Services, 1st Floor, St Calcedonius Square, Floriana FRN 1530, Malta, telephone +356 8007 2366 or +356 21 249 245 or via email at complaint.info@financialarbiter.org.mt).

The Office of the Arbiter will expect **You** to have followed the above procedure before they accept **Your** case.

For complaints directed to the **Administrator**, please contact The Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR, telephone 0207 964 1000 (switchboard) or via email at complaint.info@financial-ombudsman.org.uk.

For more information please see online at financial-ombudsman.org.uk.

12. MISINFORMATION

When applying for insurance, varying **Your** cover, or submitting a claim, **You** or anyone acting on **Your** behalf must take reasonable care to answer all questions honestly and to the best of **Your** knowledge. Failure to do so may affect the validity of **Your Policy** or the payment of **Your** claim.

13. APPLICABLE LAW

This **Policy** shall be subject to the law of England and Wales, unless **We** and **You** agree otherwise.

14. COMPENSATION SCHEME

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if, in the unlikely event, Fortegra Europe Insurance Company Limited cannot meet its liabilities under this **Policy**. The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Financial Services Compensation Scheme is available from the FSCS website www.fscs.org.uk or write to:-

Financial Services Compensation Scheme,
10th Floor, Beaufort House,
15 St Botolph Street,
London, EC3A 7QU.
Telephone: +44 (0)207 892 7300.

15. PRIVACY AND DATA PROTECTION NOTICE

Data Protection

Fortegra Europe Insurance Company Limited (the Data Controller) is committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data.

How **We** Use **Your** Personal Data

We may use the personal data **We** hold about **You** for the purposes of performing **Your** contract of insurance, this includes providing insurance that **You** request of **Us** and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. **We** may also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal and regulatory obligations.

Disclosure of **Your** Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These include **Our** group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

International Transfers of Data

We may transfer **Your** personal data to destinations outside the European Economic Area (“EEA”). Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of **Your** data, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiration of the policy, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** require more information or have any questions concerning **Our** use of **Your** personal data, **Our** full Privacy Policy can be found at <https://www.fortegra.eu/privacy-policy>. Alternatively, please contact The Data Protection Officer, Fortegra Europe Insurance Company Limited, The Reed Centre, Blue Harbour, Ta' Xbiex Seafront, Ta' Xbiex, XBX 1027, Malta or via email at dpofficer@fortegramalta.com.

Copy only

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car2cover
insurance designed, refined & perfected