

Shortfall Cosmetic Repair Insurance has been designed to cover the cost of repairing the **Insured Vehicle** in the event it suffers **Minor Cosmetic Damage** within the **Period of Cover**. Please refer to the What Is Covered Under This Insurance section of this policy.

IMPORTANT:

- You may only purchase this policy within 30 days of the date You take delivery of the **Insured Vehicle**
- There is an initial wait period of 30 days after the **Start Date** in which You are not able to make a claim
- The Insured Vehicle must have a standard, manufacturer-approved paint finish which is not self-healing, chrome illusion or two-tone, and it must not have a matte finish or vinyl wrap

Eligibility

In order to be eligible for this policy, the following must apply throughout the **Period of Cover**:

- You must be a permanent resident of, or in the case of a corporate body, must be registered in the United Kingdom
- You must be the registered keeper and/or owner of the **Insured Vehicle**
- You must hold a current valid United Kingdom driving licence, or hold a full internationally recognised driving licence that is valid for use in the United Kingdom, and;
- You must have paid the **Premium**

This policy will not provide cover for:

- Any vehicle named on a contract hire/lease agreement
- Any vehicle that has registered more than 80,000 miles on the odometer on the date You purchase this policy
- Any vehicle that is 5 years old or over at the **Start Date**
- Any vehicle with a gross vehicle weight of more than 3,500kg
- Any vehicle used in the motor trade or insured on any type of motor trade insurance policy
- Any vehicle used at any time in a public service capacity, such as Military, Police or Ambulance vehicles
- Any vehicle used at any time for hire and reward; courier or delivery services; short-term self drive; for the carriage of passengers, including but not limited to taxi services, private hire, or vehicles used for driving instruction purposes in connection with **Your** occupation
- Any vehicle used at any time for any type of competition or rally; racing; any type of track day; off road; speed testing; pace making, or reliability trials, or;
- Motorcycles; scooters; quad bikes; tricycles; mopeds; sidecars; trailers; boats; kit cars; invalid carriages; buses; coaches; motorhomes; stretched limousines; touring caravans, or trucks

How To Contact Us

We recommend that You save the below telephone numbers to Your mobile phone

To Make A Claim

By telephone: 0330 400 1639

By e-mail: criclaims@mapfre.co.uk

In writing: 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA

Customer Services

By telephone: 0800 195 4926 or 0151 647 7556

By e-mail: customerservices@aequitas-automotive.co.uk

Telephone lines are open Monday – Friday between the hours of 9am-6pm and on Saturday between the hours of 10am-4pm.

If You have any difficulties reading this document, please contact the Customer Services Team.

Your Contract Of Insurance

This policy and the **Policy Schedule** must be read together as they form **Your** insurance contract with the Insurer.

Insurer

This insurance is underwritten by MAPFRE ASISTENCIA Compañía Internacional de Seguros y Reaseguros Sociedad Anonima which is authorised by Dirección General de Seguros y Fondos de Pensiones and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request. MAPFRE ASISTENCIA Compañía Internacional de Seguros y Reaseguros Sociedad Anonima is incorporated and registered in the Kingdom of Spain and registered as a foreign company in the United Kingdom with company number FC021974, acting through its UK branch with branch number BR008042 and its principal office is at Dixon House, 72-75 Fenchurch Street, London, EC3M 4BR.

Administrator

Aequitas Automotive Limited is an appointed representative of Tobell Insurance Services Limited, which is authorised and regulated by the Financial Conduct Authority. Tobell Insurance Service's Limited FCA Number is 309576. Tobell Insurance Services Limited permitted business is arranging general insurance contracts and consumer credit broking, but not as a lender. Aequitas Automotive Ltd is registered in England and Wales with company number 7347606 and its registered office is at 56 Hamilton Square, Birkenhead, Merseyside, CH41 5AS.

Claims Administrator

Claims are administered by Abraxas Insurance Administration Services Limited who acts on behalf of the Insurer. Abraxas Insurance Administration Services Limited is authorised and regulated by the Financial Conduct Authority with FCA number 308702. Abraxas Insurance Administration Services Limited is registered in England and Wales with company number 02928787 and its registered office is at 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA.

How To Make A Claim

In the event of a claim please contact the Claims Administrator within 30 days of any **Minor Cosmetic Damage** occurring and have **Your Policy Schedule** and vehicle registration number to hand.

1. The Claims Administrator will register the details of **Your** claim and ask **You** to provide at **Your** expense:
 - **Your Policy Schedule**
 - Full details of the damage
 - Confirmation that the damage falls within the definition of **Minor Cosmetic Damage**, and;
 - A digital photo of the **Minor Cosmetic Damage**
2. The Claims Administrator will review **Your** claim and if it is covered, will pass the information to an **Approved Repairer**, who will contact **You** to arrange a **Repair** booking
3. When the **Approved Repairer** arrives at the **Repair** booking, **You** will be required to pay a £25 call out charge to the **Approved Repairer**. If the **Insured Vehicle** is not available for inspection at the time that has been arranged, an additional call out charge will be applicable for any subsequent appointment
4. The **Approved Repairer** will inspect the **Insured Vehicle**. Provided the **Insured Vehicle** is parked legally and there is room for the **Repair** to be carried out safely, the **Approved Repairer** will carry out a **Repair**.

A signature will be required before and after a **Repair** to confirm **Your** acceptance.

If the work has not been completed to a satisfactory level, **You** should not sign the release form. In such cases **You** should contact the Claims Administrator immediately.

Definitions

Whenever the following words appear in **Your** policy, they have the meaning given below.

- **Approved Repairer** means an approved garage or associated facility authorised by the Claims Administrator
 - **Insured Vehicle** means the vehicle shown on **Your Policy Schedule**
 - **Minor Cosmetic Damage** means:
 - Vertical Surfaces are covered for:**
 - a) Chips (up to 15mm in diameter and 3mm in depth)
 - b) Scratches (up to 300mm in length and 3mm in depth)
 - c) Dents (up to 150mm in diameter and 3mm in depth)
 - Flat/Horizontal Surfaces are covered for:**
 - a) Chips (up to 15mm in diameter and 3mm in depth – weatherproofing only)
 - b) Scratches (up to 300mm in length and 3mm in depth)
 - Bumpers are covered for:**
 - a) Scuffs (up to 300mm in diameter and 3mm in depth)
- In the case of multiple chips, scratches, dents or scuffs caused by the same incident, the total diameter of the combined damaged area must be no more than 300mm, however the individual limits above will still apply.
- **Period of Cover** means the period commencing 30 days after the **Start Date** until the earliest of the following:
 - a) The end of the **Period of Cover** shown on **Your Policy Schedule**
 - b) The date on which the **Insured Vehicle** is written off
 - c) The date this policy is cancelled
 - d) The date the **Insured Vehicle** is sold, transferred to another party, or repossessed or;
 - e) The date a valid claim takes the total payable under this policy above £3,000
 - **Policy Schedule** means the validation certificate issued alongside this policy that sets out the name of the insured person or company, the vehicle covered and the limits applicable to this insurance
 - **Premium** means the amount payable by **You** (including any taxes, commissions or charges) for cover under this policy
 - **Repair(s)** means a small to medium area repair technique for restoring **Minor Cosmetic Damage** on the **Insured Vehicle**. A typical **Repair** involves cleaning, preparing and priming the damaged area, followed by spraying and finishing with lacquer
 - **Start Date** means the date **Your** insurance policy commences as shown on **Your Policy Schedule**
 - **Territorial Limits** means England, Scotland and Wales
 - **You/Your** means the individual or company specified on **Your Certificate of Insurance**

What Is Covered Under This Insurance

Subject to the terms and conditions, this policy will pay to **Repair Minor Cosmetic Damage** to the **Insured Vehicle**.

There is no limit to the number of claims that **You** can make under this policy, however the maximum amount that the policy will pay in total (and this can be split across multiple claims if the maximum limit is not exceeded) is £3,000.

What Is Not Covered Under This Insurance

1. **Minor Cosmetic Damage** that occurs within the first 30 days from the **Start Date**
2. Anything that cannot be defined as **Minor Cosmetic Damage** or **Minor Cosmetic Damage** that extends across more than 2 body panels. In the event that the damage extends across more than 2 body panels, the entire claim will be excluded

3. Dents to any flat/horizontal surfaces of the **Insured Vehicle**
4. Scuffs where the front or rear bumper has been cracked, ripped, torn or perforated
5. Damage to the structure/alignment of a panel; the replacement of any body part, part of a panel or bumper
6. **Minor Cosmetic Damage** to stickers or decals; badges; wing mirrors (mirror housings will be covered); wheels; wheel trims/rims; handles or locks; roof pillars; sunroof; roof rack; accessories; lights; glass; beading, or moulding (including protective plastic) unless part of a panel claim and the **Repair** can be completed without the removal of the beading or moulding
7. VAT if **You** are VAT registered
8. **Minor Cosmetic Damage** caused by any gradual process, for example repeated key scratching around locks; fading; rust; hail; bird droppings or tree sap
9. Any costs for **Repair** that the Claims Administrator does not authorise in advance
10. Any claim where in the opinion of the **Approved Repairer** a **Repair** cannot be effectively carried out, or any **Repair** where work will need to be completed by a body shop
11. **Minor Cosmetic Damage** where the paint is cracked, flaked, or where any paint has been removed to reveal the underlying metalwork; paintwork discoloration; damage to, or re-application of any form of paint protection film, liquid, wax, or sealant; or any variation in paint colour or finish due to the age of the **Insured Vehicle**
12. Any liability to a third party
13. Loss of use of the **Insured Vehicle** or any other consequential losses that are directly or indirectly caused by the event which led to **Your** claim, such as travel expenses or loss of earnings
14. **Minor Cosmetic Damage** caused by pressure waves of an aircraft or other aerial device travelling at sonic or supersonic speed
15. Any claim arising as a result of war; any warlike activity (whether war be declared or not); civil unrest, or any act that the **United Kingdom** Government considers to be an act of terrorism
16. Any claim that is directly or indirectly caused by ionising radiation; the combustion of nuclear fuel; contamination by radioactivity from any nuclear fuel or waste, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or associated nuclear parts
17. Any claim that occurs before the **Start Date**, outside the **Period of Cover**, or outside the **Territorial Limits**
18. Anything not specified under the What Is Covered Under This Insurance Section of this policy

Conditions

1. If **You** do not adhere to the terms & conditions of this policy, it may delay settlement of **Your** claim
2. A £25 call out charge applies per incident. **You** are responsible for paying the £25 call out charge to the **Approved Repairer**
3. **You** must use all reasonable care to maintain the **Insured Vehicle** in an efficient and roadworthy condition and take all reasonable precautions to prevent or minimise loss or damage
4. This policy is not renewable or transferable to any subsequent owner of the **Insured Vehicle** or to any other vehicle
5. **Repairs** are guaranteed for a period of 5 years from the date of **Repair**, but the Insurer's liability is limited to the cost of rectifying any defective **Repairs**
6. This policy is in addition to **Your** legal rights

Changes In Your Circumstances

You must call the Administrator immediately on 0800 195 4926 or 0151 647 7556 if any of the following changes in circumstances apply to You:

- You change, transfer ownership of, or write-off the **Insured Vehicle**
- You change what You use the **Insured Vehicle** for (for example, if You start using it for commercial purposes)
- You customise or make alterations to the **Insured Vehicle**
- You change the registration number of the **Insured Vehicle** to a cherished number plate
- You change Your address
- You change Your name (for example, due to marriage)
- You have Your motor insurance policy declined or cancelled
- You develop any problems that affect Your ability to drive

If You advise the Administrator of a change in Your circumstance which results in You or the **Insured Vehicle** becoming ineligible for cover, the Administrator will cancel Your policy. Please refer to the Cancellation Section of this policy. Failure to advise the Administrator of a change in Your circumstances may result in You or the **Insured Vehicle** becoming ineligible for cover and Your claim not being paid.

Other Insurance

If the risk covered by this policy is also covered by any other insurance, this policy shall only be responsible for paying a fair proportion of any settlement which would otherwise be due under this policy.

Subrogation

The Claims Administrator may at their own expense, following the payment of a claim, take over Your rights to recover payment, relief or indemnity from other parties to which they may become entitled or subrogated under this policy, and You agree to such acts that may be reasonably required by the Claims Administrator for that purpose.

Fraud

If any information provided by You or anyone acting on Your behalf is inaccurate or fraudulent, or if You fail to disclose any information in response to a specific request which might reasonably affect the Insurer's decision to provide cover under this policy, Your right to any benefit under this policy will end, and the Administrator shall be entitled to recover any settlement paid or costs incurred as a result of any such fraudulent or misleading means.

Cancellation

Cancellation within the cooling-off period

You have the right to cancel this policy and to receive a full refund of **Premium** provided no claims are known or reported by giving notice of cancellation within 30 days of the date You purchase this insurance. Please quote the number that appears on Your **Policy Schedule**.

Cancellation outside the cooling-off period

If this policy is cancelled at any time after the 30 day cooling off period from the date You purchase this insurance, provided that no claims are known, pending or reported, You will be entitled to a refund of the unused portion of the **Premium** paid to date, minus an administration charge of £35.00. Any refund due will be calculated on a daily pro-rata basis from the date the Administrator receives the letter, email or phone call of cancellation.

To cancel this policy, please contact the Administrator on any of the below:

In writing: 56 Hamilton Square, Birkenhead, Merseyside, CH41 5AS

By telephone: 0800 195 4926 or 0151 647 7556

By e-mail: customerservices@aequitas-automotive.co.uk

The Administrator reserves the right, in the event any fraudulent activity or non-compliance with these policy terms & conditions, to cancel this policy at any time before or during the **Period of Cover**. Additionally, once a valid claim has been registered by the Claims Administrator, no refund of **Premium** will be due.

Financial Services Compensation Scheme

MAPFRE ASISTENCIA is covered under the Financial Services Compensation Scheme (FSCS). If the Insurer is unable to meet some of their liabilities and You make a valid claim, You may be entitled to compensation from the FSCS, depending on the type of business and circumstances of the claim.

Protection is at 100% where claims:

- Arise in respect of a liability subject to compulsory insurance
- Arise in respect of a liability subject to professional indemnity insurance
- Arise from the death or incapacity of the policyholder due to injury, sickness, or infirmity

Protection is at 90% where claims arise under other types of policy with no upper limit.

Further information can be obtained from the Financial Services Compensation Scheme:

By telephone: 0800 678 1100 or 020 7741 4100

By e-mail: enquiries@fscs.org.uk

For more information please visit www.fscs.org.uk

Data Protection

The Insurer, Administrator and Claims Administrator need to obtain personal information from You to provide You with this policy of insurance.

The Insurer, Administrator and Claims Administrator use Your personal information in the following ways:

- To provide You with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to agents who provide services on Your behalf under the terms of the policy
- To confirm, maintain, update and improve customer records
- To analyse and develop their relationship with You
- To help in processing any applications You may make
- To identify and market products and services that may be of interest to You, (subject to Your prior consent)
- To carry out studies of statistics and claim rates
- For the analysis and the prevention of fraud
- For the analysis and the prevention of payment defaults
- For statistical studies undertaken by the Insurer, Administrator and Claims Administrator and/or any sectorial organisation in Europe

The Insurer, Administrator and Claims Administrator may share Your details with other companies within the MAPFRE group to support the administration of Your policy. The Insurer, Administrator and Claims Administrator deal with third parties that they trust to treat their customers' personal information with the same stringent controls that they apply themselves. Information which You supply in connection with this policy will be held on their computer records. Your personal information will not be kept for longer than necessary.

You are entitled on request to receive a copy of the personal information the Insurer, Administrator and Claims Administrator hold about You. This will be information that You have given during Your policy. The Insurer, Administrator and Claims Administrator do not hold any information relating to Your credit status. If You would like a copy of Your information, please contact the Administrator or MAPFRE ABRAXAS' Data Protection Officer, 1 Victoria Street, Bristol Bridge, Bristol BS1 6AA.

The Insurer, Administrator and Claims Administrator keep records of any transactions You enter with themselves or their partner companies for six years. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with legal and regulatory requirements. The Insurer, Administrator and Claims Administrator may keep other personal information about You if it is necessary to do so to comply with the law.

To assist with fraud prevention and detection the Insurer, Administrator and Claims Administrator may:

- Share information about You across the MAPFRE group, with other insurers and, where entitled to do so under the Data Protection legislation, the police and other law enforcement agencies

- Pass **You** details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers
- Check **Your** details with fraud prevention agencies and, if **You** give the Administrator and the Claims Administrator false or inaccurate information and **You** are suspected of fraud, this will be recorded with the fraud prevention agency and other organisations who may also use and search these records to:
 - a) Help make decisions about credit and credit related services for **You** and members of **Your** household
 - b) Help make decisions on motor, household, credit, life and other insurance proposals and claims for **You** and members of **Your** household
 - c) Trace debtors, recover debt, prevent fraud and to manage **Your** insurance policies
 - d) Check **Your** identity to prevent money laundering, unless **You** provide other satisfactory proof of identity
 - e) Undertake credit searches and additional fraud searches.

Under the Data Protection legislation, the MAPFRE group can only discuss **Your** personal information with **You**. If **You** would like anyone else to act on **Your** behalf, please contact the Administrator or Claims Administrator. **You** can do this by contacting the MAPFRE ABRAXAS' Data Protection Officer, 1 Victoria Street, Bristol Bridge, Bristol BS1 6AA.

Law Applicable To The Contract

The parties to this policy can choose the law that applies to it. In the absence of any written agreement to the contrary, the laws of England and the jurisdiction of the English courts will apply.

What To Do If You Have A Complaint

If **You** have a complaint about how this policy was sold or administered, please contact the Administrator on any of the below:

In writing: 56 Hamilton Square, Birkenhead, Merseyside, CH41 5AS

By telephone: 0800 195 4926 or 0151 647 7556

By e-mail: customerservices@aequitas-automotive.co.uk

In the unlikely event of a dispute occurring regarding the claims administration, the terms of this policy or the service received, **You** should contact the Customer Care Manager who will investigate the matter:

In writing: The Customer Relations Team, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA

By telephone: 0330 400 1420

By e-mail: customerrelationsteam@mapfre.co.uk

The Claims Administrator's will confirm receipt of **Your** complaint within 5 working days and aim to resolve the problem within 8 weeks

If **You** remain dissatisfied with the way that **Your** complaint has been dealt with, **You** may refer the matter to the Financial Ombudsman Service within 6 months of the date of the Administrator or Claims Administrator's final response:

In writing: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

By telephone: 0800 023 4567

For more information please visit www.financial-ombudsman.org.uk

This procedure does not affect **Your** statutory rights and is in addition to any other rights **You** may have to take legal proceedings.