UK General Scratch & Dent Insurance

Thank you for choosing UK General Scratch & Dent Insurance to protect your car.

Your policy is arranged by Pickles & Burns Ltd t/a GapInsurance.co.uk (FRN: 712347) & underwritten by UK General Insurance Ltd (FRN: 310101) on behalf of Great Lakes Insurance SE (FRN: 769884). Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Pickles & Burns Ltd is an appointed representative of Frank Pickles (Insurance Brokers) Ltd (FRN: 305297). Frank Pickles (Insurance Brokers) Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

You can check our details on the Financial Services Register https://register.fca.org.uk/.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority.

This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768 using the FRN numbers detailed above.

If your car requires repair as a result of scuffs, scratches or dents then in exchange for your premium payment, this policy will provide cover for repairs which can be completed using the Small to Medium Area Technique (SMART). This means:

- Paint scuffs or scratches which are less than 150mm, 200mm or 300mm in length and/or diameter (subject to the level of cover purchased and as shown on your schedule) and no deeper than 3mm;
- Paint chips which are less than 150mm, 200mm or 300mm in length and/or diameter (subject to the level of cover purchased and as shown on your schedule) and no deeper than 3mm;
- Dents to your car's bodywork, which are less than 150mm, 200mm or 300mm in length and/or diameter (subject to the level of cover purchased and as shown on your schedule.

The policy will cover scuffs, scratches or dents to a maximum of two external panels of the car (subject to the level of cover purchased and as shown on your schedule).

The policy will cover up to 3 (three) SMART repairs in any 12 months of cover, subject to the period of cover purchased and as shown on your schedule. This is subject to:

- The policy being suitable for you (see page 3); and
- The 'General policy conditions' (see page 3); and
- 'Your cover' (see page 4); and
- The 'General exclusions' (see page 5).

It is important that you check your policy schedule to make sure your details are correct, because together with this policy wording, these documents form the policy contract between you and us.

You need to make sure that you answer any questions that we or your broker ask you, truthfully and correctly. If you provide information which is untrue or incorrect, it may mean that we cannot pay your claim and could also mean that your policy is invalid.

Important numbers

To make a claim please call 0191 258 8118.

For any other enquiries, please call the broker that arranged your policy for you on 01484 490095.

Changing your mind

If you decide for any reason that you do not want this insurance policy, then please contact the broker that arranged your policy for you.

- If you do this within 30 days of taking out this policy, or the date which you received your documents if this is later and no claim has been made then the premium you have paid will be refunded in full. This is known as the 'cooling off period'.
- If you change your mind after the 30 day cooling off period and you have paid your premium in full, we will give you a pro-rata refund of your premium, based on the number of whole days remaining between your cancellation date and the end date of the policy shown on your schedule. If you have made a claim under this policy then you will not receive any refund.

On behalf of UK General Insurance Limited

Karen Beales
Managing Director

Customer Service: 01484 490095 or support@gapinsurance.co.uk

Definitions

Certain words in this policy have a special meaning. These meanings are explained below and these include the singular or plural where appropriate:

Approved repairer

A company which has been authorised by the claims handler to undertake repairs to your car.

Car

The car that you own or have leased, that is shown on your schedule and which is registered to you (or if leased, to a finance company) at an address in the mainland of either England, Scotland or Wales. Your car must be less than 7 years old from the date of first registration, its mileage must be under 70,000 and you must have taken delivery of the vehicle no more than 60-days prior to the start of the period of cover. Certain cars cannot be covered - please refer to 'Excluded Cars' for more details.

Fxcess

The first amount of any claim payable by you as detailed on the schedule.

Period of cover

12, 24 or 36 months from the start date shown on your schedule, subject to the duration of cover purchased.

Schedule

The document which accompanies this policy wording and which shows your personal details, your car and the period of cover.

SMART repair

Small to Medium Area Technique, used by the approved repairer to repair the following types of damage:

- Paint scuffs or scratches which are less than 150mm, 200mm or 300mm in length and/or diameter (subject to the level of cover purchased and as shown on your schedule) and no deeper than 3mm;
- Paint chips which are less than 150mm, 200mm or 300mm in length and/or diameter (subject to the level of cover purchased and as shown on your schedule) and no deeper than 3mm;
- Dents to your car's bodywork, which are less than 150mm, 200mm or 300mm in length and/or diameter (subject to the level of cover purchased and as shown on your schedule).

We (including 'Us' & 'Our')

The insurer, which is UK General Insurance Limited on behalf of Great Lakes Insurance SE.

You (including 'Your')

The person who has taken out this insurance, who lives permanently in the mainland of either England, Scotland or Wales, who owns or has leased the car covered by this policy and who is shown on the schedule as the 'Policyholder'.

From this point onwards if a word or phrase appears in **bold type** it will have the meaning explained above.

Excluded cars

We are not able to cover certain types of car under this policy. Please check to ensure that your car is <u>not</u> one of the following. If you need any advice please contact your broker.

- 1. Taxis, self-drive hire cars, cars owned by driving schools, or public service cars e.g. ambulances, police cars and other emergency vehicles etc.
- 2. Any car used solely for delivery or courier purposes, or any car which is owned by a motor trader or motor dealer.
- 3. Vans, motorcycles, scooters and mopeds.
- 4. Any car which is used in competitions, rallies, for pace making or used off-road.
- 5. Any car which has a non-standard or custom paint finish including but not limited to: pearlescent paint, self-healing paint, chrome illusion paint, two tone paint, vinyl wraps and matte finishes.
- 6. Any car which is 7 years or older from the date of first registration, or where the total mileage is greater than 70,000 at; or where **you** took delivery of the vehicle more than 60-days prior to, the start of the **period of cover**.

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Is this UK General Scratch & Dent Insurance suitable for you?

We will not pay any claims that occur within the first 14 days of the start of the **period of cover**. If a claim should occur within the first 14 days, please contact the broker that arranged **your** policy for **you**, to arrange for **your** policy to be cancelled with a full refund of premium.

This policy may suit you, if:

You live permanently in the mainland of either England, Scotland or Wales and are the registered owner, keeper or lessee of a **car** which is under 7 years old from the date of first registration, with mileage under 70,000 and which **You** took delivery of no more than 60-days prior to the start of the **period of cover**.

Your car is in a good state of repair and does not have any preexisting damage.

Your car is not one of those listed in our 'Excluded Cars' section.

You are able to comply with, and agree to, all of the policy conditions on page 3.

This policy will not suit you, if:

You do not live permanently in the mainland of either England, Scotland or Wales, or **you** are not the registered owner, keeper or lessee of the **car you** wish to cover. Or **your car** is 7 years or older, or **your car's** mileage is over 70,000 at the start of the **period of cover**.

Your car has pre-existing damage. **We** are not able to cover claims which occur within 14 days of the start of the **period of cover**, or any damage which occurred prior to this date.

Your car is one of those listed in our 'Excluded Cars' section.

You are not able to comply with, or do not agree to, all of the policy conditions on page 3.

General Policy Conditions

You must comply with these in order to be covered by your policy

- 1. This policy will only cover **you** and the **car** that is shown on **your schedule**, for **SMART repairs** by an **approved repairer**. **You** must notify **your** claim within 30 days of the damage occurring and follow the directions in 'Making a claim' on page 5. The policy may not be transferred to any other person or vehicle.
- 2. Unless you purchase cover incorporating no excess, all claims are subject to an excess, which you must pay before your claim can be completed. The amount of excess is shown on your schedule.
- 3. You must not act in a fraudulent way. If you or anyone acting for you:
 - fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
 - fails to reveal or hides a fact likely to influence the cover we provide;
 - makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
 - sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
 - makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
 - makes a claim for any loss or damage you caused deliberately or with your knowledge,

Or if **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities. Subrogation – **we** reserve the right to take over **your** claim after **we** have paid it, in order to recover payment from a third party. This may include taking legal action against third parties **in your** name. **You** must co-operate with **us** if **we** choose to do this; any action **we** take will be at **our** expense.

- 4. This policy is governed by English law. If there is a dispute between **you** and **us**, then it will be dealt with in the court of the country where **you** are a permanent resident.
- 5. You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:
 - Supply accurate and complete answers to all the questions in the declaration;
 - To make sure that all information supplied as part of your application for cover is true and correct;
 - Tell us of any changes to the answers you have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

- 6. This policy will end:
 - At the end of the **period of cover** shown on **your schedule**; or
 - The date the policy is cancelled.

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- 7. There are certain changes which **you** must tell **your** broker about, as soon as they happen. These are:
 - If you sell or dispose of your car. We will only cover the car shown on your schedule.
 - If you change your permanent address.

If you do not tell your broker about any of these changes, then this may mean that we cannot pay your claim.

Your cover

You are covered for up to 3 (three) SMART repairs in any 12 months of cover, subject to the **period of cover** purchased and as shown on **your schedule**. Each **SMART repair** which is completed will count as a single repair – e.g. one scuff and one paint chip would count as two repairs.

If the cover option **you** have chosen includes an **excess**, this will be shown on **your schedule** and will apply to each and every **SMART repair you** make.

What you are covered for:

Paint scuffs or scratches

 These must be less than 150mm, 200mm or 300mm in length and/or diameter (subject to the level of cover purchased and as shown on your schedule) and no deeper than 3mm.

Paint chips

 These must be less than 150mm, 200mm or 300mm in length and/or diameter (subject to the level of cover purchased and as shown on your schedule) and no deeper than 3mm.

Dents to your car's bodywork

 These must be less than 150mm, 200mm or 300mm in length and/or diameter (subject to the level of cover purchased and as shown on your schedule).

The policy will cover scuffs, scratches or dents to a maximum of two external panels of the car (subject to the level of cover purchased and as shown on your schedule).

What **you** are not covered for:

• Damage to headlights, lights, glass and wheels.

This is because this policy can only cover damage to paintwork.

- Any damage to stickers, decals, stripes or similar, or any damage which has been caused by the application or removal of these items.
- Damage which results in cracked or deformed bumpers.
- Any damage which cannot be repaired using SMART repairs, or which in the opinion of our approved repairer, requires body shop work. This includes cracked or flaking paint, or where the metal bodywork has been exposed.

This is because this policy will only cover damage which can be repaired using **SMART repairs**.

- Damage which is caused by rust, corrosion, pitting, paintwork discolouration or variation in paint colour or finish due to the age of the car.
- Damage caused by cleaning, or the application of wax or paint sealant or protective films or liquids.

This is because these types of damage cannot be covered under this policy.

 Damage which has occurred as the result of a fire, road traffic accident or collision.

This is because **you** are able to cover this damage under **your car's** motor insurance policy.

• Damage which is situated on your car's roof.

This is because damage situated in this area is not suitable for a **SMART repair**.

• Any 'Excluded Cars'.

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General exclusions

These apply to all sections of cover

- 1. Any claims which arise within the first 14 days of the start of your period of cover.
- 2. The cost of any damage or repairs which are not specifically listed in the 'Your cover' section of this policy. This includes costs such as loss of use of **your car** whilst being repaired. This is because **we** are only able to cover the cost of **SMART repairs** which are completed by **our approved repairer**.
- 3. More than three **SMART repairs** in any 12 months of cover.
- 4. Any further claims once **you** have reached the maximum limit of **SMART repairs** subject to the **period of cover** purchased, or any claim for repairs not completed by **our approved repairer**.
- 5. Any damage which results from faulty workmanship or manufacturer's defect or recall.
- 6. Claims occurring before or after the **period of cover**, or occurring outside the mainland of either England, Scotland or Wales. This is because **we** will only pay for claims which arise whilst **your** policy is in force and **our approved repairer** does not operate outside of the mainland of the countries **we** have specified.
- 7. We will not provide cover for any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority, terrorism.
- 8. We will not provide cover for any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- 9. Any alteration, endorsement or amendment made to this policy unless **we** have specifically authorised this in writing. Any changes to the contents of this policy may only be authorised by **us** as the insurer.

Making a claim

Please contact MB&G Insurance Services Ltd, the claim handlers acting on **our** behalf, on 0191 258 8118 within 30 days of the damage occurring.

If **you** delay reporting **your** claim without good reason and this delay means that **we** cannot check the circumstances of **your** claim, or that the amount of the claim is more than it would have been than if **you** had notified **us** earlier, then this may mean that **we** do not pay part or all of **your** claim.

You must not proceed with any repairs of your own, or use your own provider. This is because our approved repairer will need to inspect the damage to ensure it can be covered under the policy. If the damage is covered our approved repairer will complete the work that is required.

You will be asked to provide the following information at **your** own expense, to support **your** claim:

- Details of the damage to your car and how and when this occurred;
- Photographs which clearly show the damage and where it is located;
- Dates and times when **you** and **your car** will be available, so that **our approved repairer** can complete an inspection and if covered, repair the damage.

If **you** do not provide the documents that **we** require, we will not pay your claim. If **we** accept **your** claim, then payment will be direct to **our approved repairer**.

If an excess applies to your claim you will need to pay this before the approved repairer inspects and repairs your car. You and your car must be available at the agreed appointment time; if you fail to attend an appointment this will be counted as a claim and your excess will not be refunded.

Cancellation by You

If this policy does not meet **your** needs, **you** have 30 days from the date **you** received **your** policy documents to cancel the policy and obtain a full refund. If **you** wish to cancel **your** policy after this 30-day period, **you** can cancel at any time and receive a pro rata refund.

To cancel **your** policy please contact the **administrator** by calling 01484 490095 or by emailing: support@gapinsurance.co.uk Please note that **we** will not give **you** a refund if **you** have already claimed on **your** policy.

If you have paid for your policy in cash, as opposed to a credit agreement, provided you have not made a successful claim, the

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administrator will provide **you** with a refund proportional to the length of time the policy has been in force and is calculated using the policy start date. The amount of refund **you** receive will be based on each full day remaining on **your** policy.

If **you** have paid for **your** policy by instalment payments through a credit agreement, any refund amount owed to **you** will be calculated in line with the following rules:

- Where **you** have paid all the instalment payments, **we** will calculate the refund as above. The refund will be paid directly to **you**.
- Where you have not paid all the instalment payments, we will calculate the refund as above and:
 - i. If the refund **you** are eligible for is in excess of the total outstanding instalment payments **you** owe, **we** will pay the difference directly to **you**; or
 - ii. If the refund you are eligible for is less than the total outstanding instalment payments you owe, you will not receive a cash refund. The refund will be applied as part payment of your total outstanding instalment payments. you will continue to be responsible for paying the remaining outstanding payments on your credit agreement until the balance calculated at the time of notice of cancellation received by the administrator has been settled.

We will not give you a refund if you have successfully claimed on your policy.

You must provide any instructions to cancel this policy by email to support@gapinsurance.co.uk or in writing to:

GAPinsurance.co.uk, 132 Huddersfield Road, Holmfirth, West Yorkshire, HD9 3AS.

The refund will be calculated from the date of receipt of **your** request to cancel. Please allow up to 28 days for **your** cancellation and refund to be processed.

Cancellation by Us

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where we reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Where **Our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided us with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover, unless the reason for cancellation is fraud and/or we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

Complaints

We know that sometimes things go wrong; if this happens then **we** would like to hear from **you** so that **we** can try and resolve the problem.

If **you** wish to complain about **your** claim, then please contact: MB&G Insurance Services Ltd, Cobalt Business Exchange, Cobalt Park Way, Newcastle Upon Tyne, NE28 9NZ. Tel: 0191 258 8118. Email: claims@mbginsurance.com.

If you wish to complain about anything else regarding your policy, not related to a claim, please contact the broker that arranged your policy for you.

If your complaint cannot be resolved in either case by the end of the third working day, it will be passed to:

Customer Relations Department, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Tel: 0345 2182685. Email: customerrelations@ukgeneral.co.uk

Customer Service: 01484 490095 or support@gapinsurance.co.uk

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 06355B.

If it is not possible for **us** to reach an agreement with **you**, then **you** have the right to contact the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, London, E14 9GE. This complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights, please contact **your** local authority Trading Standards or Citizens Advice Bureau.

Regulatory information

Data protection

Any information provided to **us** will be processed by **us** and **our** agents in accordance with the Data Protection Act 1998, for the purpose of providing insurance and handling claims. This may mean that **we** need to provide information to third parties. **We** may also send information, in confidence, to companies acting on their instructions, including companies located outside of the European Economic Area. All countries in the EEA, which includes the UK, have similar standards of legal protection for your personal information. If we share your information outside the EEA we will require your personal information to be protected to at least UK standards.

Financial Services Compensation Scheme (FSCS)

In the unlikely event that Great Lakes Insurance SE cannot meet its obligations, **you** may be entitled to compensation from the FSCS. This depends on the type of business and the circumstances of the claim; the amount that **you** are covered for may vary according to the type of insurance contract. **You** can get more information about compensation scheme arrangements from the FSCS or by visiting www.fscs.org.uk.

Effective date: 07/02/2018