

Your Contract of Insurance

Scratch & Dent

Thank **You** for choosing ALAIB Ltd to protect **Your Vehicle** against **Minor Body Damage**. **Your** policy has been specially designed to cover the cost of **Repair(s)** to the Body Panels on **Your Vehicle** as a result of **Minor Body Damage** which occur within the **Geographical Limits**. **Our** aim is to provide a quick and effective **Repair** carried out by **Our Approved Repairer** using pioneering **SMART Repair** and refurbishment techniques.

This insurance is arranged by ALAIB Limited T/A ALA Insurance Brokers & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. 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.

ALAIB Limited are authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **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. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

As **You** would expect **You** will receive a first-class service that's always reliable and handles **Claim(s)** quickly and efficiently, please ensure that **You** read this policy document and that **You** fully understand the terms and conditions relating to the policy as it explains how the policy works and the benefits **You** enjoy as a policyholder. If **You** have any questions or any of **Your** details are incorrect, please contact the **Administrator**.

Always keep this document in **Your Vehicle**, as **You** must present it to the **Approved Repairer** before **We** will accept a claim for **Repair**.

IMPORTANT

You will only be eligible for cover under this policy if **Your Vehicle** has a standard paint finish, which is not self-healing, pearlescent, chrome illusion, two-tone, or has a matte finish, or vinyl wrap.

Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy in bold with a capital letter.

Administrator: ALAIB Ltd T/A ALA Insurance Brokers, Third Floor, Unit 3, Park Farm Courtyard, Easthorpe, Malton, YO17 6QX. Telephone: 01653 916304.

Approved Repairer: A company authorised by the **Claims Administrator** to undertake **Repairs**.

Claim: A single **Repair** under this policy.

Claim Limit: Three claims in any 12 months of cover, commencing after the **Claims Waiting Period** and recommencing at each anniversary of the start date, subject to the duration of cover purchased.

Claims Administrator: Mechanical Breakdown & General Insurance Services Limited, Cobalt Business Exchange, Cobalt Park Way, Newcastle Upon Tyne. NE28 9NZ.

Claims Waiting Period: the initial period of 14 days from the original start date of **Your** policy during which any **Claim** under this policy shall be excluded. Please note: The **Claims Waiting Period** will not be applicable to subsequent policies where cover is continuous from your previous ALA policy.

Excess: The first amount of each claim payable by the **Insured** before repairs will commence.

GB Resident: England, Scotland and Wales

Geographical Limit: England, Scotland, and Wales and a maximum of 30 days in the European Union during any twelve-month period.

Insured, You, Your: A GB resident named on the **Policy Schedule** being the owner or registered keeper of the **vehicle** or the person financing it on behalf of the owner or registered keeper and who has paid the necessary premium under this policy.

Insurer, We, Us, Our: UK General Insurance Ltd on behalf of Great Lakes Insurance SE

Minor Body Damage: means light scuffs, scratches, dents and paint chips to a maximum of two external panels of the **Vehicle** (subject to the level of cover purchased and as shown on **Your Policy Schedule**).

Period of Insurance: 12, 24 or 36 months from the start date shown on **Your Policy Schedule**, subject to the duration of cover purchased.

Policy Schedule: The document issued to **You** by the **Administrator** when **You** take out this policy, it will contain details of the cover selected, personal details about **You**, the **Vehicle**, and confirmation of the effective start and expiry date of the policy.

Repair: means work completed by the **Approved Repairer** using **SMART Repair** processes.

SMART Repair: an acronym for the specialist "small to medium area repair technique" used by the **Approved Repairer** to repair **Minor Body Damage**.

Repairer: means any company authorised by the **Claims Administrator** to undertake **Repairs**.

Vehicle: The **Vehicle** as identified on the **Policy Schedule** by means of the **Vehicle** make, model and registration number being under 7 Years and having covered less than 70,000 miles.

What You Are Covered For

Within the **Period of Insurance**, **We** will pay for the cost of **Repair(s)** resulting from **Minor Body Damage** which has occurred to a maximum of two external panels (subject to the level of cover purchased and as shown on **Your Policy Schedule**) of the **Vehicle** within the **Geographical Limit**. **Claim(s)** will be handled by the **Claims Administrator** and the **Repair(s)** will be carried by **Our Approved Repairer**, who will make all efforts to affect the **Repair** to **Your** satisfaction.

- The maximum number of **Claim(s)** during the **Period of Insurance** shall not exceed the **Claim Limit**.

You will be covered for:

- Paint chips which are less than 150mm or 300mm in length and/or diameter (subject to the level of cover purchased and as shown on **Your Policy Schedule**), 3mm in depth and within a maximum of two body panels (subject to the level of cover purchased and as shown on **Your Policy Schedule**);
- Dents not exceeding 150mm or 300mm in length and/or diameter (subject to the level of cover purchased and as shown on **Your Policy Schedule**) and within a maximum of two body panels (subject to the level of cover purchased and as shown on **Your Policy Schedule**);
- Scratches less than 150 mm or 300mm in length and/or diameter (subject to the level of cover purchased and as shown on **Your Policy Schedule**), 3mm in depth, and within a maximum of two body panels (subject to the level of cover purchased and as shown on **Your Policy Schedule**);
- Paint scuffs less than 150mm or 300mm in length and/or diameter (subject to the level of cover purchased and as shown on **Your Policy Schedule**), 3mm in depth, and within a maximum of two body panels (subject to the level of cover purchased and as shown on **Your Policy Schedule**).

All work carried out by the **Approved Repairer** will be provided with a lifetime ownership guarantee, provided by the **Approved Repairer**.

What You Are Not Covered For

This insurance will not cover the following:

1. Any **Claim** if **Your Vehicle** was purchased more than 30 days ago. Please note: This will not be applicable to subsequent policies where cover is continuous from **Your** previous ALA policy.
2. Any **Claim** made within the **Claims Waiting Period**. Please note: The **Claims Waiting Period** will not be applicable to subsequent policies where cover is continuous from **Your** previous ALA policy.
3. Any Damage which occurs during the **Claims Waiting Period**. Please note: The **Claims Waiting Period** will not be applicable to subsequent policies where cover is continuous from your previous ALA policy.
4. Any claims in excess of the **Claim Limit**.
5. If **Your Vehicle** is not listed in Glass's Guide.

6. A **Vehicle** with a non-standard or custom paint finish including but not limited to self-healing paint, pearlescent paint, chrome illusion paint, two tone paint, or matte finishes.
7. Any **Minor Body Damage** to stripes, decals, stickers and vinyl wraps.
8. Any **Minor Body Damage** that in the opinion of the **Approved Repairer** cannot be repaired using a **Smart Repair** or will require the work to be completed by a bodyshop.
9. **Repairs** to cracked or deformed bumpers.
10. **Minor Body Damage** to the roof of the **Vehicle**.
11. **Minor Body Damage** where the paint is cracked, flaked or where any paint has been removed to reveal the underlying metalwork.
12. Damage not classed as **Minor Body Damage** by the **Approved Repairer**.
13. The **Excess** stated on the **Policy Schedule**.
14. Headlamps, lights, glass and wheels.
15. **Minor Body Damage** caused by decals or stickers.
16. **Minor Body Damage** as a result of a Road Traffic Accident.
17. Claims not reported to the **Claims Administrator** with 14 days of the damage occurring.
18. Where **Your Vehicle** is used as an emergency vehicle, or is a taxi, bus, commercial vehicle, moped, scooter or motorcycle.
19. **Your Vehicle**, if used for dispatch, road racing, track day participation, rallying, pace-making, speed testing or any other competitive event.
20. **Minor Body Damage** caused by wear and tear, hail, corrosion, pitting, or paintwork discolouration.
21. **Minor Body Damage** present prior to the commencement of the policy.
22. Any act or omission which is wilful or unlawful.
23. Where the **Vehicle** is located outside of the **Geographical Limit** of this policy.
24. Which is the subject of fraud, false actions or dishonesty.
25. Where the loss is covered by any other insurance.
26. Any damage to or re-application of any form of paint protection film, liquid, wax, or sealant.
27. Variation in paint colour or finish due to age of **Vehicle**.
28. Any direct or indirect consequence of:
 - 28.1 Irradiation, or contamination by nuclear material; or
 - 28.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - 28.3 Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
 - 28.4 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.
 - 28.5 terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Excluded Vehicles

The following **Vehicles** / **Vehicle** types are excluded from cover;

1. Taxis, self-drive hire, driving schools, service **Vehicles** e.g. police, ambulance etc.
2. Commercial vehicles or vans with a carrying capacity exceeding 1750kg.
3. A **Vehicle** used in any sort of competitions, rallies, pace making or off-road use.
4. Left hand drive **Vehicles** or a **Vehicle** not listed in Glass's Guide.
5. Any **Vehicle** owned temporarily or otherwise by a motor dealer, trader or business formed for the purpose of selling or servicing motor vehicles.

When Your Policy Will End

The benefits provided under the relevant section of **Your** policy will cease on the earliest of the following:

1. The expiry date, as shown on **Your Policy Schedule**.
2. **You**, or anyone representing **You**, defrauds or deliberately misleads the **Insurer** or the **Administrator**.
3. The **Vehicle** is sold or transferred to a new owner.
4. When **Your** premium has not been paid in full within the required period;
5. The maximum number of claims under the policy has been reached.

Policy Conditions

You must comply with the following conditions to have the full protection of **Your** policy. If **You** do not comply with the following conditions **We** may at **Our** option: cancel the policy; refuse to deal with **Your** claim or reduce the amount of any **Claim** payment.

1. You are to be the owner or registered keeper of the vehicle or you are financing the vehicle on behalf of the owner or registered keeper of the vehicle.
2. **You** must take all reasonable steps to prevent or minimise damage to the **Vehicle**.
3. **You** must take reasonable care to:
 - a) supply accurate and complete answers to all the questions **Your Administrator** may ask as part of **Your** application for cover under the policy
 - b) to make sure that all information supplied as part of **Your** application for cover is true and correct
 - c) tell **Your Administrator** of any changes to the answers **You** have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions **Your Administrator** ask when **You** take out, make changes to and renew **Your** policy. If any information **You** provide is not accurate and complete, 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.

If **You** become aware that information **You** have given **Your Administrator** is inaccurate or has changed, **You** must inform them as soon as possible.

4. **You** must not act in a fraudulent way. If **You** or anyone acting for **You**:
 - 4.1 fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your** policy;
 - 4.2 fails to reveal or hides a fact likely to influence the cover **We** provide;
 - 4.3 makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
 - 4.4 sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
 - 4.5 makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
 - 4.6 makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge; or
 - 4.7 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. This policy is non-transferable

- 5 **We** will not be liable to complete a **Repair** under this policy unless **You** have duly complied with all of the terms and conditions contained in this policy that apply to it.
- 6 In certain circumstances, the **Approved Repairer** may advise **You** that the **Minor Body Damage** cannot be effectively repaired using **SMART Repair** techniques and would require a bodyshop repair. Should **You** request that the **Approved Repairer** undertakes a **SMART Repair** and **You** are subsequently not satisfied with the result, any further work to the same **Minor Body Damage** shall not be covered under this policy.

Claims Conditions

You must comply with the following instructions to have the full protection of **Your** policy. If **You** do not comply with them, **We** may at **Our** option cancel the policy, refuse to deal with **Your Claim**, or reduce the amount of the **Claim** payment.

1. The **Claim(s)** must be reported to the **Claims Administrator** with 14 days of the damage occurring.
2. **You** must send electronic images of the damage to the **Claims Administrator**.
3. **Repair(s)** under this policy can only be carried out by the **Approved Repairer** appointed by the **Claims Administrator**.
4. The **Excess** must be paid by **You** prior to the **Approved Repairer** attending
5. **You** and the **Vehicle** must be available on the day and time slot allocated for the **Approved Repairer** to attend. Failure to be present when the **Approved Repairer** attends will result in the forfeit of the **Excess** and will be counted as a **Claim** under the policy.
6. Where multiple **Repair(s)** are conducted by the **Approved Repairer**, these will be treated as multiple claims under the policy.
7. If **You** need to make a **Claim**, **You** must follow the procedures shown under the 'How to **Claim**' section below.

UK General Insurance Ltd is an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

How to Claim

You must contact the **Claims Administrator** by telephoning 0191 259 0647 to proceed with a **Claim** under the policy, **You** will be required to provide the following information: -

1. Check that the damage is covered under the policy (check 'What you are Covered for')
2. Call the **Claims Administrator** on 0191 259 0647.
3. **You** will need to supply the following information:
 - 3.1 The policy number (found on the **Policy Schedule**);
 - 3.2 **Your Vehicle** registration number;
 - 3.3 Details of the **Minor Body Damage**, when it occurred and how the damage was caused;
 - 3.4 Electronic images of the **Minor Body Damage**;
 - 3.5 Dates when the **Vehicle** can be inspected and repaired, if **Your Claim** is covered.

Important

1. **Repair(s)** must be carried out by the **Approved Repairer** appointed by the **Claims Administrator**.
2. If **Your Claim** is authorised **We** will settle the **Claim** directly with the **Approved Repairer**.

Important telephone numbers:

Policy Administrators - 01653 916306

To make sure that **You** receive the highest levels of service telephone calls to the **Administrator** and **Claims Administrator** may be recorded.

Cancellation

We hope **You** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **Your** requirements, please return it to the **Administrator**, within 30 days of issue and **We** will refund **Your** premium. Thereafter **You** may cancel the insurance cover at any time by writing to the **Administrator** however no refund of premium will be payable.

The **Insurer** 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:

1. Where **We** reasonably suspect fraud
2. Non-payment of premium
3. Threatening and abusive behaviour
4. Non-compliance with policy terms and conditions
5. **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask.

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.

Where **Our** investigations provide evidence of fraud or misrepresentation, **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **Your Administrator** with incomplete or inaccurate information. This may result in **Your** policy being cancelled from the date **You** originally took it out and **We** will be entitled to keep the premium.

If **Your** policy is cancelled because of fraud or misrepresentation, this may affect **Your** eligibility for insurance with **Us**, as well as other insurers, in the future.

Policy Transfer

In the event that you change your vehicle during the period of insurance, on the condition that no claims have been made or are pending, you may apply to the administrator to transfer the pro rata balance (as a cash value) of your policy to your new vehicle subject to the terms and condition of this policy.

Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.

Complaints Procedure

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a **Claim You** should follow the Complaints Procedure below:

Complaints regarding:

Sale of Policy:

Please contact ALAIB Ltd who arranged the Insurance on **Your** behalf on 01653 916304.

If **Your** complaint about the sale of **Your** policy cannot be resolved by the end of the third working day, ALAIB Ltd will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ
Telephone: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

Claims:

Mechanical Breakdown & General Insurance Services Limited
Cobalt Business Exchange
Cobalt Park Way
Newcastle Upon Tyne
NE28 9NZ
Telephone: 0191 259 0647

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference 04874G.

If **Your** complaint about **Your Claim** cannot be resolved by the end of the third working day, Mechanical Breakdown & General Insurance Services Limited will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ
Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
Harbour Exchange Square,
London,
E14 9SR.

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.

If **You** have purchased the insurance policy online, **You** may also raise **Your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **Your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **Your** complaint than if **You** contact the Financial Ombudsman Service directly.

Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk. **You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **You** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

UK GENERAL INSURANCE LTD PRIVACY NOTICE

We are UK General Insurance Ltd, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is **Z7739575**.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General's full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

SAMPLE