

Scratch & Dent Insurance

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Welcome

Thank you for purchasing this scratch and dent insurance policy, which is underwritten by Financial & Legal Insurance Company Limited. You now have scratch and dent insurance to protect you in relation to the benefits set out in this policy which you must read to ensure it meets your needs.

This policy meets the needs of a customer who wishes to protect against the event that their car sustains a minor scratch or dent. This insurance covers scratch and dents as detailed within this policy document. A summary of the cover provided by this policy is shown in your Insurance Product Information Document (IPID) document.

You are entitled to cancel your policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the Cancellation condition for full details.

Please read your policy document carefully and keep it in a safe place.

Our agreement

This insurance is a contract between **us** and **you**.

We will, subject to the terms of this **policy**, provide **you** with the insurance set out in the **policy** in respect of claims occurring during the **period of insurance** shown in the **policy schedule** and for any subsequent period for which **we** may accept a renewal premium.

You must ensure that all the information **you** have given to **us** is accurate to the best of **your** knowledge. **We** will be entitled to refuse to accept a claim where **you** do not take reasonable care not to make a misrepresentation.

The **policy**, **policy schedule** and Insurance Product Information Document (IPID) document must be read together as one document. If **you** would like these documents in another format, please let **us** know.

Signed on **our** behalf



Nick Garner, Chief Executive Officer

Financial & Legal Insurance Company Limited

The meaning of words in this policy

Throughout this document, there are certain words and phrases which have a specific meaning. These apply wherever they appear in **bold** type and are explained below.

Accidental Damage:	A single sudden and unforeseen event that has resulted in damage to your vehicle .
Appointed representative:	A firm or trader appointed by our claims department.
Claims Handler:	The company appointed by us to handle your claim under this policy .
Claim Limit:	The maximum limit payable under the scratch & dent section of your policy where the damage is limited to a single panel or per individual claim where the damage extends to no more than the two adjacent panels as stated in your policy schedule .
Cosmetic / Smart repair:	A smart repair means 'Small to Medium Area Repair Technique' and is a term given to repair minor, cosmetic damage often remotely, rather than at a repair body shop in a permanent location.
Dent(s), Scratch(es):	Minor accidental damage to the vehicle in the form of panel dents and scratches to a paintwork finish which can be improved via a cosmetic / smart repair .
Insurance retailer:	ALA Insurance Brokers
Insurer:	Financial & Legal Insurance Company Limited
Minor body damage:	Light scuff, scratch , dent and/or paint chip to an external panel of the vehicle .
Motor insurance policy:	A policy providing Insurance issued by a motor insurer in force during the period of insurance that provides motor insurance. The policy will be for Social, Domestic, Pleasure, Commuting and Class 1 Business use only.
Motor Insurer:	An authorised and regulated UK insurance company who issued you a motor insurance policy .

Period of Insurance:	This policy lasts for the term as detailed on the policy schedule .
Policy:	Your Scratch & Dent insurance explained within this policy and accompanying policy schedule .
Policy schedule:	The document issued to you which details your name and home address.
Policyholder/You/Your:	The person shown in the policy schedule attached to this policy and named on the motor insurance policy .
Territorial Limits:	The United Kingdom (England, Wales, Scotland & Northern Ireland).
Terrorism:	Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
Vehicle(s):	The motor vehicle specified in the policy schedule , and which is not older than seven (7) years and free from damage at the start date of this policy and that has been purchased for the first time within 30 days of the policy start date and you have provided four photographs, one of each side of your vehicle within 14 days of the policy start date.
Wear and Tear:	The gradual deterioration associated with normal use and age of the vehicle and its components.
We/Us/Our:	Financial & Legal Insurance Company Limited.

Important Information You Must Give Us

Under the Consumer Insurance (Disclosure and Representations) Act 2012, you must:

- Give full and honest answers to all the questions **we** or **your insurance Retailer** ask when **you** apply for this insurance.
- Make sure all the information **you** give is true and correct.
- Tell **us** as soon as possible if anything **you've** told us changes.

You must take reasonable care to give complete and accurate answers when **you** buy, renew, or change **your policy**. If the information **you** give is wrong or incomplete, **your policy** might not be valid. This means it might not cover **you** if **you** make a claim, or **we** might only pay part of **your** claim.

How we handle claims

This section explains how to report a claim, what **we** will do, and what **we** expect from **you**.

All claims must be logged online.

You can do this by visiting: <https://AlloyScratchDentFL.davies-group.com>

If **you** need to contact **us** regarding **your** claim:

- Call on: 0161 3939907
- Email at: Valid8Admin@davies-group.com
- Write to: Financial & Legal Insurance Company Limited, 5400 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GQ.

How to make a complaint

Our aim is to provide a first-class standard of service at all times.

If **you** feel that **you** have been let down and **you** wish to raise a complaint about the sale of this **policy**, please contact **your insurance retailer**.

If **you** feel that **we** have let **you** down in any other way and **you** would like to make a complaint, please contact **us** on one of the following methods:

- Call **us** on: 0161 603 2230
- Email **us** at: complaints@financialandlegal.co.uk
- Write to **us** at:
The Compliance Department
Financial & Legal Insurance Company Limited
5400 Lakeside
Cheadle Royal Business Park
Cheadle
Cheshire
SK8 3GQ

Please include the reference number on **your policy schedule** in all correspondence.

Our colleagues will attempt to resolve **your** complaint within 3 business days of receiving it. If we can, a summary resolution communication letter will be sent to **you**.

If **we** cannot resolve it within 3 business days, **we** will:

- Send **you** an acknowledgement of your complaint.
- If the complaint is still not resolved within **4 weeks**, **we** will write to **you** to explain what is happening.
- A final response letter will be sent within **8 weeks** of receiving your complaint.

If **you** are still not satisfied after receiving our final response, **you** can contact the **Financial Ombudsman Service**:

- Address: Exchange Tower, London, E14 9SR
- Telephone: 0800 023 4567
- Email: complaint.info@financial-ombudsman.org.uk
- Website: <https://www.financial-ombudsman.org.uk>

Using the Ombudsman service does not affect **your** right to take legal action.

What is insured

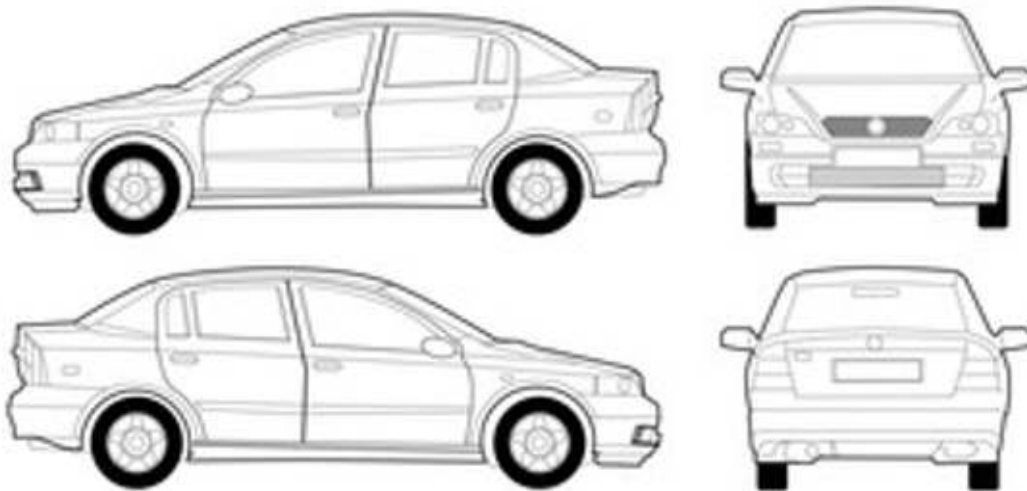
This section explains what is covered by this **policy**. It sets out the specific incidents that are insured and the circumstances in which **we** will provide cover.

There are other important sections in this document that explain:

- what is not insured,
- the conditions that apply, and
- how **we** handle claims.

You must have provided **us** with at least four photographs - one of each alloy wheel and tyre on **your** vehicle within 14 days of the **policy** start date for cover to apply.

The following image is provided to assist **you** in identifying which four sides of the **vehicle** we require **you** to provide photographs of.



Insured incidents

This section sets out the specific incidents that are covered by this **policy**. Each area of cover is explained clearly, including what is and isn't insured, along with any limits or conditions that apply.

Scratch and Dent

What's covered	What's not covered
<p>Within the period of insurance, we will pay for the cost of repairs of minor body damage, as listed below, which has occurred within the territorial limits to an external panel of the vehicle, up to the claim limit shown above.</p> <p>Claims will be handled by our claims department and the repairs will be carried out by an appointed representative, to the best of their ability, subject to the limits as stated in your policy schedule.</p> <p>Should the minor body damage be beyond a point whereby an effective cosmetic / smart repair can be carried out then the policy will reimburse up to a maximum of £500 towards a repair that you arrange with a bodyshop.</p> <p>You must supply a supporting VAT invoice to evidence the repairs have been completed before any sum will be paid to you.</p> <p>You will be covered for:</p> <ul style="list-style-type: none"> ▪ Paint chips covering an area less than 300mm in diameter and 3mm in depth ▪ Dents no limit on the dent depth providing the dent can be removed using a cosmetic / smart repair. ▪ Scratches less than 300mm in length and 3mm in depth. ▪ Paint scuffs less than 300mm in diameter and 3mm in depth. 	<p>We will not pay any claims in respect of:</p> <ol style="list-style-type: none"> a. A vehicle with a non-standard or custom paint finish including but not limited to: <ol style="list-style-type: none"> i. Self-healing paint; ii. Chrome illusion paint; iii. Two tone paint; or iv. Matte/Satin finishes. b. Your vehicle if located outside of the territorial limits of this policy; c. Any damage to, or re-application of any form of paint protection; d. Cracked or deformed bumpers; e. Headlamps, lights, glass and wheels; f. Damage not reported to the claims handler within 30 days of occurrence; j. Any deliberate damage caused by you or any omission on your part; k. Damage not classed as minor body damage by our approved engineer; l. Minor body damage: <ol style="list-style-type: none"> i. to stripes, decals, stickers and vinyl wraps; ii. that in the opinion of the appointed representative cannot be repaired using a cosmetic / smart repair or will require the work to be completed by a bodyshop, in which case a financial contribution up to £500 will be offered instead; iii. Damage to the vehicle roof; iv. Cracked or flaked paint, gel coat or other cracks caused by panel flexing

	<p>and/or damage to composite panels/components;</p> <p>v. Damage caused to or replacement of single use parts, including clips, badges, stripes, decals, vinyl wraps, that are removed to undertake a cosmetic / smart repair;</p> <p>vi. Damage caused by wear and tear, hail, corrosion, atmospheric contaminants, pitting, or paintwork discolouration;</p> <p>vii. Damage present prior to the start date of this policy;</p> <p>viii. Damage or a collection of damage to a single panel caused by more than one incident.</p>
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What is not insured

These are general exclusions which apply to the whole **policy** where **we** are not able to provide insurance cover. Please read these carefully as these are circumstances where **you** will not be covered.

1. Prior claims

You can't claim for anything that already happened or that **you** knew might happen before your insurance started.

2. Dishonesty, deliberate acts, violence and fraud

Any claim

- involving actual or alleged dishonesty or violence by **you**;
- or statement which is overstated, false or fraudulent;
- for loss or damage caused by or arising from **your** intentional act of willful neglect; or
- where **you** fail to follow the instructions in the 'How we handle claims' section.

We will have the right to refuse to pay a claim or to cancel this insurance from the date of the act.

3. Other insurance

Any costs, which can be recovered by **you** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s). **We** will only pay **our** share of any claim.

4. Territorial limits

Any claim which occurs outside the **territorial limits**.

5. War risks

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000, or damage to property by or under the authority of any government, public or local authority.

6. Radioactive contamination and pressure waves

Any claim, which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event.

- a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- c. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

7. Excluded Vehicles

Cover does not apply in respect of the following **vehicles**:

- Used for hire/reward/dispatch/courier work
- **Vehicles** used for driving instruction
- **Vehicles** with a carrying capacity exceeding 3500kg
- Heavy goods vehicles
- Service vehicles (Police, ambulance etc.)
- Taxis & Chauffeur **vehicles**
- Buses
- Motorcycles/scooters
- Used for road racing, track day participation, rallying, pace making, speed testing, or other competitive events.

8. Loss in Value

Any reduction in the value of the **vehicle** caused by repairs or work carried out under this **policy**.

9. Photographs of the vehicle

Any claim where **you** have failed to provide **us** with at least four photographs, one of each side of **your vehicle** prior to the incident that has resulted in the claim.

Conditions

These are requirements which need to be continually met to ensure **your** cover is valid. Please follow these guidelines carefully.

1. Observance of terms

Anyone making a claim under this **policy** must have **your** permission and follow the terms under this **policy**.

2. Third Party Rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person in relation to the Contracts (Right of Third Parties) Act 1999. This means only the people named in this policy can claim on it. No one else has any rights under this policy.

3. Recoveries – Getting money back

We reserve the right, at **our** own expense, to take over proceedings in **your** name to recover any payment made under this **policy**. If **you** recover costs previously paid under this **policy** those costs must be immediately repaid to **us**. This means if **we** pay **you** for something and later someone else pays **you** for the same thing, **you** must give that money back to **us**. **We** may also try to get our money back from others, and **we** might do this using **your** name.

4. Governing Law

This **policy** is subject to the law applicable to **your** place of residence in the **territorial limits**.

5. Assignment

This insurance is between and binding upon **us** and **you** and their respective successors in title, but this insurance may not otherwise be assigned by **you** to anyone else without **our** prior written consent.

6. Motor Insurance Policy

You must have a motor insurance policy for the **vehicle** shown in the **policy schedule** throughout the duration of the **policy**.

7. Claims:

To make a claim, **you** must:

- Make sure the **vehicle** must be free of any pre-existing faults that may lead to a claim under this **policy** at the time of issue of the **policy**;
- Take reasonable steps to prevent loss or damage to the **vehicle** and follow the terms and conditions of this **policy**;
- Provide a suitable off the road location and access to a power source for the repairs to be undertaken. If **you** are unable to do so, the **appointed representative** will not be able to carry out the repair. **You** will instead be reimbursed up to a maximum amount specified in the **policy**. The size of the area required will be dependent upon the repair required. Please contact **our** claims department if **you** require examples of the area required;
- **We** will pay the cost of materials and labour up to the maximum amount specified in the **policy**;
- Repairs under this **policy** can only be carried out by the **appointed representative**;
- **We** reserve the right to take over and carry out the pursuit, defence and settlement of any claim in **your** name after a payment has been made under this **policy** to recover **our** outlay from a third party or their insurer and **you** must assist **us** in doing so;
- If **we** need to dismantle the **vehicle** or a covered component to determine the validity of a claim, **you** must authorise **our claims department** to do this. Any costs incurred will only be met as part of a valid claim;
- If **you** refuse to allow the **appointed representative** to undertake the repair our liability under the **policy** will end.

8 Change of Vehicle:

If **you** change **your vehicle**, **you** can ask **us** to transfer this **policy**. **We** may agree to such a transfer if **your** new vehicle meets the **policy** criteria. **You** must advise **your Insurance retailer**, who will decide on **our** behalf if the **policy** can be transferred, and they will issue a new **policy schedule**. **We** will only accept a claim under this **policy** if the transfer has been agreed by **us** and the **vehicle** which is the subject of any claim is named in the **policy schedule**.

9. Multiple areas of damage:

If **your vehicle** has multiple areas of damage caused by the same incident, each repair will be treated a separate claim for the purposes of the **policy claims limit**.

10. Fraud and Misuse of Your Policy

We're committed to keeping things fair for all our customers. That's why we have a zero-tolerance approach to fraud.

When you make a claim, you must provide honest and accurate information. This includes clear, unedited photos of the damage, taken at the time it happened. If we believe that any photos or documents have been changed, staged, or provided after the damage occurred, we may:

- reject your claim or cancel your policy;
- ask for more evidence, such as metadata or time-stamped images;
- recover any money paid to you in error;
- report the matter to the police or fraud prevention bodies.
- Trying to take out cover after damage has already happened, or sending in false evidence, is fraud – and we'll always take action to protect genuine customers.

Cancellation

You may cancel this **policy** within 14 days of its inception without any premium charge provided that there have been no claims. If **you** cancel after 14 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 months remaining on **your policy**, unless **you** have made a claim, in which case the full premium is due to **us**.

We may cancel this **policy** at any time provided that **we** give **you** 7 days' notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include but are not limited to fraud or dishonesty.

Where **we** cancel this **policy**, we will provide a pro rata refund of any unused premium however in the case of cancellation for fraud or dishonesty, no refund of premium will be available. If **we** cancel the **policy**, **we** will write to **you** at **your** address shown in **our** records.

How you and insurers are protected

Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If they are unable to meet their obligations under this **policy**, **you** may be entitled to compensation from the Compensation Scheme.

How we use your personal information

We are Financial & Legal Insurance Company Limited, referred to as "we/us/our" in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is **Z561011X**.

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** brokers, **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.

Financial & Legal Insurance Company Limited'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://financialandlegal.co.uk> or request a copy by emailing us at info@financial&legal.co.uk. Alternatively, **you** can write to **us** at: Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, 5400 Lakeside, Cheadle, SK8 3GQ.

The insurance provided by this policy is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202915. Registered in England under Company No. 03034220.