

COSMETIC REPAIR INSURANCE POLICY DOCUMENT



TrustFord

Contents

Introduction	3
Our contract with you	4
Insurer	5
Administrator	5
Definitions	6
Eligibility	8
What is covered	9
What is not covered	9
Making a claim	11
Cancellation and cooling-off period	12
Complaints procedure	13
Legal, regulatory and consumer information	15

Introduction

Welcome to TrustFord Cosmetic Repair Insurance. As part of our commitment to our customers, TrustFord Cosmetic Repair Insurance has been designed to help you avoid any unexpected costs of repairing minor cosmetic damage to your vehicle.

Please keep this document safe as you will need it to make a claim.

Please see page 11 for the process to follow if you need to make a claim.

Our contract with you

We (Motors Insurance Company Limited) will provide this insurance under the terms, exceptions, conditions and any endorsement of this policy, for any **period of insurance** **we** have accepted **your premium** for and which **you** have paid for in full or entered into an agreement with us to pay **your premium**. This insurance contract is based on the **proposal** (or any statement of facts or statement of insurance **we** prepare using the information **you** have provided), and any declaration **you** make. The **schedule** and any endorsement are all part of this policy. **You** must read all the documents that make up **your** policy as one document.

Please read this policy and **your schedule** carefully and make sure that they meet **your** needs. If **you** have any questions, please contact the **administrator** on 0344 573 8107.

Certain words or expressions that appear in **your** policy have the meanings given in the definitions section on page 6.

Insurer and administrator

Insurer

We, Motors Insurance Company Limited, are the insurer. **We** provide **your** cover.

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, under number 202875.

You can check this on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register.

Administrator

Your cover is administered by Car Care Plan Limited, who are authorised and regulated by the Financial Conduct Authority.

You can contact Car Care Plan on 0344 573 8107 .

Definitions

Whenever the following words or expressions appear in **your** policy in bold type, they have the meanings given below.

Administrator

Car Care Plan Limited
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire
BD3 7AG.

Chip

A chipped area on **your vehicle**, up to 1.5cm in diameter or 3mm in depth.

Cosmetic repair

A repair technique suitable for repairing **minor cosmetic damage**. A cosmetic repair involves restoring the damaged area as close to its original condition as possible. However, no repair will be identical to the original factory finish.

Incident

The cause of the damage **you** are claiming for.

Insurer

Motors Insurance Company Limited
Jubilee House
Thornbury
BD3 7AG.

Light scratch

A scratched area **on your vehicle**, up to 30cm in length or 3mm in depth.

Maximum claims limit

The maximum number of claims allowed under this policy. The maximum claims limit is 6 claims.

Minor cosmetic damage

A **chip**, **minor dent**, **light scratch** or **scuffed bumper** caused by a single **incident**, where the total damaged area is no bigger than 30cm in diameter or 3mm in depth and, in the case of a **chip**, is no bigger than 1.5cm in diameter or 3mm in depth. **We** will provide one **minor cosmetic repair** for each claim, unless a single incident causes damage that means more than one **minor cosmetic repair** is needed, and the total damaged area is no bigger than 30cm in diameter or 3mm in depth. Any damage covering an area that is bigger than these limits, or which would need repairs that are estimated to take more than four hours to complete, will not be considered **minor cosmetic damage**.

Minor dent

A dented area on **your vehicle**, up to 30cm in diameter or 3mm in depth.

Period of insurance

The period shown on the **schedule**, which **we** have agreed to provide cover for and which **you** have paid, or agreed to pay, the full **premium** for.

Your policy is non-renewable.

Premium

The total amount **you** have agreed to pay **us** for this insurance policy. If **you** have not paid **your premium**, **we** will not provide cover from the date the **premium** was due. If **you** have chosen the monthly payment option and **you** miss any instalment, **your** policy will end 30 days after the date the missed instalment was due.

Proposal

The document or declaration that records the information **you** gave **us** when **you** bought **your** policy and which **your** contract with **us** is based on.

Repaier

The person or organisation who is authorised by **us** to carry out the repair work to **your vehicle**.

Schedule

The document **we** will provide to give **you** details of the **vehicle** covered by **your** policy.

Scuffed bumper

A mark on the bumper, caused by scraping or scratching, up to 30cm in diameter or 3mm in depth.

Start date

The date the insurance cover starts, as shown on **your schedule**.

Territorial limits

England, Scotland, Northern Ireland, Wales and the Channel Islands.

Touch-in repair

A repair to a **chip** or **light scratch** on a horizontal surface, such as the bonnet, roof or top of the boot (on a saloon car). A **touch-in repair** involves the **minor cosmetic damage** being colour-matched and painted as close as possible to the original finish. A **touch-in repair** will be weatherproof but will still be visible.

We, us, our

Motors Insurance Company Limited.

You, your

The person covered by this insurance, who is at least 18 years old and lives in the **territorial limits**.

Your vehicle

The car shown on **your schedule**.

Eligibility

To be eligible for cover under this policy, **you** must meet the following conditions.

Your vehicle must:

- be shown in Glass's Guide;
- have a standard paint colour or finish which is not considered specialist, non-standard or exclusive (this may include self-healing paint, body wrap, chrome illusion paint, two-tone paint or matt finishes); and
- be used only for social, domestic and pleasure purposes, and for commuting to and from a place of work and where it is insured for class 1 or class 2 business use.

Your vehicle must not:

- be insured on any type of motor trade insurance policy or for class 3 business use;
- be a light commercial vehicle or panel van;
- be a contract-hire or lease vehicle (personal contract-hire or personal lease vehicles can be covered);
- be used as an emergency or military vehicle, courier or delivery vehicle, for driving school tuition, for any hire or reward, or as a taxi;
- be used for track days, road racing or rallying, pacemaking, speed testing or any other competitive event;
- have been bought from a private seller;
- have been modified, other than in line with the manufacturer's specification;
- be a scooter, motorcycle, touring caravan, vehicle that does not meet UK specifications or is not built for sale within the **territorial limits**, kit car, bus, coach, truck, trailer or heavy goods vehicle;
- be owned by a garage, motor trader

or any other associated motor trade company; or

- have been manufactured in the USA and imported direct from there and bought as new from an authorised distributor within the **territorial limits**.

You must:

- be either the owner or registered keeper of **your vehicle** or have a personal finance, personal contract-hire or personal lease agreement relating to **your vehicle**;
- be at least 18 years old on the **start date** of this policy;
- live in the **territorial limits** for the **period of insurance**;
- have applied for this insurance cover by filling in the correct forms;
- have paid or agreed to pay the insurance **premium** for this policy; and
- agree to keep to the terms and conditions of this policy.

Changes in your circumstances

Please tell the **administrator** immediately about any of the following changes that may affect **your** cover. If **you** do not do this, **your** policy may not be valid and **your** claim may not be paid. **You** must tell the **administrator** if:

- **you** move house;
- **your** name changes (for example, because **you** get married);
- **you** change **your vehicle** or the owner of **your vehicle** changes;
- **you** change what **you** use **your vehicle** for (for example, **you** start using it for business purposes);
- **you** make changes to **your vehicle**; or
- **you** change **your** registration number to a cherished number plate.

What is covered

We will provide a **cosmetic repair** or, where appropriate, a **touch-in repair** to **minor cosmetic damage** on **your vehicle**. The terms and conditions and the **maximum claims limits** set out in this document apply.

If the **minor cosmetic damage** on **your vehicle** cannot be repaired using a **cosmetic repair**, we will pay up to £150 (including VAT) towards the cost of having a body-shop repair carried out to repair the **minor cosmetic damage**. **You** must provide an invoice from a VAT-registered repairer for the work. The **administrator** will handle **your** claim and the repairs will be carried out by **our approved repairer**, who will make every effort to carry out the repair to **your** satisfaction. **Our approved repairer** can only carry out repairs within the **territorial limits**.

What is not covered

We will not cover **minor cosmetic damage**:

- that cannot be defined as a **light scratch, chip, scuffed bumper** or **minor dent**, or any **minor cosmetic damage** where a **cosmetic repair** is not technically possible;
- that the **administrator** believes happened before the **start date**;
- that **you** report to the **administrator** more than 30 days after the **incident**;
- to horizontal flat surfaces, roofs, bonnets and boot tops if the **repairer** says it not possible to achieve a satisfactory finish using **cosmetic repair** or **touch-in repair** techniques;
- to paint colours and finishes that cannot be suitably matched by the **repairer**;
- if **you** have already reached the **maximum claims limit**;
- to any body panel or part of a panel that has been ripped, torn or perforated;
- if any body panel or part of a panel needs to be replaced;

- if any repair work is carried out before the **administrator** has authorised it;
- caused by hail, rust, pitting, bird droppings or discoloured paintwork;
- caused by stickers, transfers, beading mouldings or protective plastics (or by removing any of these);
- to wheels, wheel rims or wheel trims;
- to locks and handles, accessories, door mouldings, window mouldings, lights or any window;
- if **you** have claimed for the same damage under any other insurance; or
- caused by any act (or failure to act) that is deliberate or unlawful, other than malicious damage to **your vehicle** which results in **minor cosmetic damage**.

We also will not cover:

- any liability **you** have to any other person or organisation;
- any other costs that are indirectly caused by the event which led to **your** claim, unless we tell **you** in this policy document that these costs are covered;
- any fraudulent, dishonest or false claim;
- any loss that is caused by nuclear substances or activity;
- any loss that is caused by war, civil commotion, labour disturbances, riot, strike, lockout, public disorder or terrorism; or
- any claim if **you** do not have the **minor cosmetic damage** repaired.

General exceptions under this policy

Earthquake

We will not cover any **total loss** if the loss or damage to **your vehicle** is caused by an earthquake.

Pressure waves

This policy does not cover any **total loss** caused by pressure waves of an aircraft or other flying device travelling at or above the speed of sound.

Radioactivity

This policy does not cover any **total loss** caused by:

- ionising radiation or radioactive contamination from nuclear fuel or from burning nuclear fuel; or
- radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

Riot

We will not cover any **total loss** that is caused by riot or civil commotion if the loss or damage to **your vehicle** happens outside the **territorial limits**.

Sanction limit and exclusion clause

We will not provide cover and will not pay any claim or provide any benefit under this insurance if doing so would put **us** at risk of a sanction, ban or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the UK or the USA.

War

This policy does not cover any **total loss** caused by war, invasion (whether or not war is declared), revolution, military force, terrorism or other hostile events, unless **we** must provide cover under the road traffic acts.

Making a claim

When **you** become aware of a claim, **our** dedicated repair portal is the best way for **you** to register **your** repair request. Before doing this, please read the 'What is covered' and 'What is not covered' sections to check that the damage is covered by this policy.

- Visit <https://trustford.viewmyaccount.com>



- Follow the instructions to request **your** repair. (If **you** are not already registered for the portal, **you** will need **your vehicle's** registration number and the email address **you** used when setting up the policy.)

So that **we** can accurately assess **your** repair request, **you** will need to provide the following information.

- A. Full details of the damage, when it happened and how the damage was caused.
- B. **Your vehicle's** current mileage.
- C. Photos of the damage.

The photos **you** provide must include:

- one taken from a distance of around 1 metre from the damage and one from close to the damage; and
- a measuring tape or ruler showing the size of the damage from the start to end, including any gaps in scratches.

If **you** have any problems registering for the portal or requesting a repair, please call the **administrator** on 0344 573 8107 within 30 days of the damage happening.

When the **administrator** has all the information they have asked **you** for, they will review **your** claim. If the claim is

covered by the policy, the **administrator** will provisionally authorise **your** claim and instruct the **repairer** to contact **you** to arrange for the damage to be repaired. If, after inspecting the **minor cosmetic damage**, the **repairer** decides that it cannot be repaired using a **cosmetic repair** or **touch-in repair** for technical reasons, or the **vehicle** is not eligible for the cover, the **administrator** has the right to refuse **your** claim at this stage. Only the **administrator** can accept or refuse claims.

You must allow the **administrator** (or **our repairer**) to **inspect your vehicle** if they ask to.

Following a repair, **you** must check that all work has been completed properly. If **you** are not satisfied with the work, **you** must contact the **repairer** immediately.

If the **minor cosmetic damage** cannot be repaired using a **cosmetic repair** or **touch-in repair** technique, and **you** want to claim up to £150 (including VAT) towards the cost of a body-shop repair, **you** will need to give the **administrator** a valid receipt showing that **you** have paid for the repair.

We have the right to settle **your** claim by giving **you** a cash payment instead of arranging a repair.

If **our repairer** will be carrying out the repair as a mobile repair, they will need access to **your vehicle** in a safe location where they can move around it. If this isn't possible, please make the **repairer** aware of this when they contact **you** to arrange the repair.

Our rights to recover costs

After paying any claim, **we** may, at **our** own expense, take over **your** rights to recover payment or relief from a third party responsible for the loss, up to the amount **we** have paid out under the policy.

Cancellation and cooling-off period

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 receive a full refund. To cancel **your** policy within this 30-day period please contact the supplier who sold **you your** policy.

If **you** want to cancel **your** policy after this 30-day period, **you** can cancel at any time and receive a refund for the period **you** have not received cover for. **You** will have to pay a cancellation fee of £20 if **you** cancel after the 30-day cooling-off period. To cancel **your** policy please contact the **administrator** by calling 0344 573 8107 or by writing to:

Car Care Plan Limited
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire
BD3 7AG.

We will not give **you** a refund if **you** have already made a claim under **your** policy.

If **you** have paid for **your** policy in full or on a personal finance agreement (other than a Car Care Plan Limited instalment agreement) or personal contract-hire agreement, the **administrator** will give **you** a refund based on each full calendar month remaining on **your** policy. The refund will be a percentage of the original cost of **your** policy, less a cancellation fee of £20. The percentage refund will be calculated from the date the **administrator** receives **your** request to cancel.

If **you** have paid for **your** policy in instalments through an instalment agreement with Car Care Plan Limited, **we** will calculate any refund as a percentage of the original cost of **your** policy, based on each full calendar month remaining on it. If **you** have paid all the instalment payments due under the agreement, **we** will pay the refund direct to **you**. If **you** have not paid all the instalment payments, **we** will calculate the refund in the same way, and the following will apply.

- If the refund **you** are eligible for is more than the instalment payments **you** owe

Car Care Plan Limited, **we** will pay the amount of the outstanding instalments to Car Care Plan Limited and pay the difference to **you**.

- If the refund **you** are eligible for is less than the instalment payments **you** owe Car Care Plan Limited, **we** will use the refund as part payment of **your** total outstanding instalment payments. **You** will continue to be responsible for paying the remaining outstanding payments due under **your** instalment agreement with Car Care Plan Limited until the balance (calculated at the time the **administrator** received **your** notice of cancellation) has been settled.

Please allow up to 28 days for the **administrator** to process **your** cancellation and refund.

Complaints procedure

If **you** have a question or a complaint about the way **your** policy was sold to **you**, please contact the supplier who sold it to **you**.

We are committed to treating **our** customers fairly. However, **we** realise that there may be times when things go wrong.

If **you** have a complaint about **your** policy, **you** should contact the **administrator** by calling 0344 573 8107 or writing to:

The Complaints Team
Car Care Plan Limited
Jubilee House
5 Mid Point Business Park
Thornbury
West Yorkshire
BD3 7AG.

You can also email the **administrator** at complaints@motor-admin.com

Please tell the **administrator** **your** name and **your** claim number or policy number. Calls to the **administrator** may be recorded. The **administrator** will contact **you** within five days of receiving **your** complaint. In some cases, this will be to acknowledge **your** complaint, but in others it may be to give **you** a full reply. If the **administrator** cannot deal with **your** complaint within five working days, they will aim to give **you** a full reply within 28 days. In complex cases, or where further investigation is needed, this may take longer, and they will let **you** know if this is the case. The **administrator** will respond to **your** complaint within eight weeks, which is in line with requirements set by the Financial Conduct Authority.

Financial Ombudsman Service

If **you** are still not satisfied, **you** have the right to refer **your** complaint to an alternative dispute resolution (ADR) body.

If you live in the UK

If **you** are still not satisfied with the way in which **your** complaint has been dealt with, **you** also have the right to ask the Financial Ombudsman Service to review **your** case, but **you** must do this within six months of the date of **our** final decision.

For more information, **you** can contact the Financial Ombudsman Service or visit their website.

Write to: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Phone: 0800 023 4567 or 0300 123 9123

Website: www.financial-ombudsman.org.uk

We abide by the Motor Industry Vehicle Warranty Products Code of Practice which can be found on The Motor Ombudsman website at www.TheMotorOmbudsman.org.

The Motor Ombudsman will offer free impartial information and, if appropriate, an alternative dispute resolution process in the event that **you** are not satisfied with the outcome of a concern.

For further information, **you** can visit The Motor Ombudsman website at www.TheMotorOmbudsman.org or call their Information Line on 0345 241 3008.

To make a complaint to the Motor Ombudsman **you** can either call their information line or fill in an online form at www.themotorombudsman.org/consumers/make-a-complaint.

Please note: The Motor Ombudsman can only deal with **your** complaint if **you** have already complained direct to the **administrator** and at least eight weeks have passed since **you** did that. Complaints to the Motor Ombudsman must be made within 12 months of the **administrator's** final response.



Motor Industry Code of Practice for

Vehicle Warranties

If you live in the Channel Islands

You also have the right to ask the Channel Islands Financial Ombudsman (CIFO) to review **your** case. For more information, **you** can contact CIFO or visit their website.

Write to: The Channel Islands Financial Ombudsman, PO Box 114, Jersey, Channel Islands JE4 9QG.

Phone:

Jersey: +44 (0)1534 748610

Guernsey: +44 (0)1481 722218

International: +44 (0)1534 748610

Website: www.ci-fo.org

Email: enquiries@ci-fo.org

The above complaints procedure does not affect the rights **you** have by law as a consumer or any legal right **you** have to take action against **us**. For more information about **your** rights, contact **your** local trading standards service or citizens advice bureau.

Legal, regulatory and consumer information

The law that applies to this policy

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 **territorial limits** where **you** have **your** main home.

Language

All communication between **you** and **us** will be in English. **We** record telephone conversations to offer **you** more security, help **us** resolve complaints and improve service standards. **We** may also monitor conversations for staff-training purposes.

The **administrator** can provide documents on audio tape or in large print if **you** ask for these. Please tell the **administrator** if **you** need any of these services to be provided so they can communicate with **you** in an appropriate way.

Your duty

Under the Consumer Insurance (Disclosure and Representations) Act 2012, **you** must take care to give accurate and complete answers to all the questions in the **proposal** and make sure that all the information **you** provide in connection with this insurance is true and correct. **You must** tell **us** of any changes to the answers **you** have given as soon as possible. If **you** don't tell **us** about a change to **your** answers, this may mean that **your** policy is not valid and will not pay out if **you** need to make a claim. **We** may also recover any money **we** have already paid out under this policy.

Under English law, it is an offence to make a false statement or to withhold information in order to get insurance.

We have the right to refuse to cover any insurance risk or to change the **premium** and the terms quoted.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet our obligations under this policy. This depends on the type of business and the circumstances of the

claim. Services to advise on and arrange insurance are covered for 90% of the claim amount, without any upper limit. For more information about the scheme (including the amounts covered and who can claim), **you** can contact the FSCS helpline on 0800 678 1100 or 0207 741 4100, visit their website at www.fscs.org.uk or write to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

Privacy and data protection notice

1. Data Protection

Car Care Plan Limited (the “Data Controller”) are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation (“Legislation”). Below is a summary of the main ways in which the Data Controller processes your personal data. For more information please visit www.view-privacy-policy.co.uk.

2. Use of Your Personal Data

The Data Controller may use the personal data it holds about you for the purposes of providing products, services and insurance, administering memberships, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal, research or statistical purposes and to provide you with information, products or services that you request from the Data Controller or which the Data Controller feels may interest you. The Data Controller will also use your data to safeguard against fraud and money laundering and to meet the Data Controller's general legal or regulatory obligations.

3. Disclosure Of Your Personal Data

The Data Controller may disclose your personal data to third parties involved in providing it with products or services, or to service providers who perform services on the Data Controller's behalf. These include group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants,

regulatory authorities, and as may be required by law.

4. International Transfers Of Data

The personal data the Data Controller collects from you may be transferred to, processed and stored at, a destination outside the European Economic Area ("EEA"). Where the Data Controller transfers your personal data outside of the EEA, the Data Controller will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

5. Your Rights

You have the right to ask the Data Controller not to process your data for marketing purposes, to see a copy of the personal information held about you, to have your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask for a copy of your data to be provided to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with the Data Controller's data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the contract, or the Data Controller's business relationship with you, unless the data must be retained for a longer period due to business, legal or regulatory requirements.

If you have any questions concerning the Data Controller's use of your personal data, please contact **The Data Protection Officer, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG, England.**

Anti-fraud and anti-theft registers

We or the **administrator** may pass information to various anti-fraud and anti-theft registers. The aim is to help insurers check the information they are given and to prevent fraudulent claims. When considering **your** insurance application, **we** may search these registers. When **you** tell the **administrator** about an insured event, they will pass information relating to the event to the registers. It is a condition of this

policy that **you** tell the **administrator** about an insured event, whether or not it leads to a claim.

Fraud

You must not act in a fraudulent way. If **you** (or anyone acting for **you**):

- make a claim under the policy knowing the claim to be false or exaggerated in any way;
- make a statement to support a claim knowing the statement to be false in any way;
- give the **administrator** any documents to support a claim knowing the documents are forged or false in any way; or
- make a claim for any loss caused by **your** deliberate act or with **your** agreement;

we or the **administrator**:

- will not authorise the claim;
- may not authorise any other claim which has been or may be made under the policy;
- may declare the policy void (treat it as though it never existed);
- will be entitled to recover from **you** the amount of any claim already paid under the policy;
- will not return any of **your premium**; and
- may let the police know about the circumstances.

Contracts (Rights of Third Parties) Act

Under the Contracts (Rights of Third Parties) Act 1999 or any other relevant laws, only **you** and **we** can enforce any of the terms of this policy. This will not affect any rights other people or organisations have under other laws.

Notes

Notes

Notes

TrustFord Cosmetic Repair Insurance is administered
by Car Care Plan Limited.

Car Care Plan, Jubilee House, 5 Mid Point Business
Park, Thornbury, West Yorkshire BD3 7AG

Website: www.carcareplan.co.uk
Phone: 0344 573 8107

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TrustFord