

# Scratch, Dent and Alloy Protection Insurance

## Policy Terms and Conditions

This insurance is arranged by Strategic Insurance Services Limited and underwritten by Astrenska Insurance Limited.

Astrenska Insurance Limited, Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU is authorised by the Prudential Regulation Authority and regulated by both the Financial Conduct Authority (FCA) and Prudential Regulation Authority (PRA). Firm Reference No. 202846. You can check Our details on the Financial Services Register <https://register.fca.org.uk/>

Strategic Insurance Services Limited are authorised and regulated by the Financial Conduct Authority.

This can be checked on the Financial Services register by visiting the website at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by contacting them on 0800 111 6768.

### IMPORTANT

It is important that **you** check **your policy schedule** to ensure that the information that **you** have provided to **us** is accurate. Please take the time to read the contents of this **policy** to ensure that **you** understand the cover **we** are providing **you** and that **you** comply with **our** terms and conditions. This **policy** wording and **your policy schedule** are important documents; please keep them in a safe place in case **you** need to refer to them for any reason.

### GOVERNING LAW

This **Policy** shall be construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English courts.

### 1. POLICY DETAILS

These terms and conditions together with the **Policy Schedule** set out **Your** insurance cover. Please note the following:

- This is a contract of insurance (“Policy”) between **You**, the purchaser named on the **Policy Schedule**, and Astrenska Insurance Limited.
- The **Policy Retailer** and **Us** do not provide advice or a personal recommendation about the suitability of this Policy. It is **Your** responsibility to ensure the Policy meets **Your** needs.
- Please check that the information contained in the **Policy Schedule** is correct and that it meets **Your** requirements. If it doesn’t, please contact the **Policy Retailer**.
- Please read these terms and conditions carefully, in conjunction with the **Policy Schedule** and make sure **You** understand and fully comply with them, as failure to do so may jeopardise the payment of any claim which might arise and could lead to the insurance becoming void.
- Please note that as in **Section 11 - CONSUMER INSURANCE ACT**, **You** have an obligation to take reasonable care to supply accurate and complete answers to all questions relevant to this insurance.
- **We** do not have a direct or indirect holding in the **Administrator** and neither does the **Administrator** have a direct or indirect holding in **Us**.
- Words that have special meanings are in bold and the definitions can be found in **Section 2 - DEFINITIONS**.

### 2. DEFINITIONS

#### Accidental Damage

The sudden and unforeseen damage to the **Alloy Wheel(s)**, caused accidentally.

**Alloy Wheel(s)**: The alloy wheels fitted to the **Vehicle** when **You** purchased it, which must not be of chrome finish or split rim construction.

**Approved Repairer**: A repairer appointed by the **Claims Handler** or **Us** to undertake a **SMART Repair** to the **Vehicle**.

**Claims Handler**: Davies Group Limited.

**Day-To-Day Motoring**: The use of **Your Vehicle** for social, domestic and pleasure purposes only, including journeys to and from a permanent place of work and any business use up to a maximum of 20,000 miles per year.

**Excess:** means the amount **You** are responsible for/have to pay under the terms of this policy being the first £50 for each and every claim.

**Incident Date:** The date of the incident where damage has occurred to the **Vehicle**.

**Malicious Damage**

The sudden and unforeseen damage to the **Alloy Wheel(s)**, caused intentionally by a third party.

**Minor Cosmetic Damage:** Accidental damage to the bodywork of **Your Vehicle** (covered only if a **SMART Repair** is achievable) caused by a sudden and unforeseen incident during **Day-To-Day Motoring** resulting in: -

- a minor stone chip, up to 3mm in diameter and 1.5mm in depth, which can be filled and sealed to prevent rust; or
- a minor dent to a metal body panel, not exceeding 30cm in diameter and not where the panel has been ripped, perforated, torn or the area distorted; or
- a minor scratch, up to 1.5mm in depth, not exceeding 30cm in length; or
- a scuffed bumper, which is less than 30cm in diameter, less than 3mm in depth and sitting within one bumper panel; or
- a scratched or scuffed wing mirror cover/casing, where the damage is less than 30cm in diameter and less than 3mm in depth.

**Policy Retailer:** The company that arranged this insurance for **You**.

**Policy Schedule:** The schedule provided to **You** when **You** purchased this Policy, which contains **Your** details, details of the **Vehicle** and the **Policy** term.

**SMART Repair:** Any **Minor Cosmetic Damage** to **Your Vehicle** up to £500 including VAT per claim that involves using a Small to Medium Area Repair Technique. Such techniques use specialised tools, paints and materials and avoid the need for a Bodyshop repair.

**Territorial Limits:** The United Kingdom, Isle of Man and the Channel Islands. Territorial limits will include the countries of the European Economic Area for a period of up to sixty (60) days for any one single trip.

**Vehicle:** The vehicle purchased by **You** which meets the eligibility criteria set out in this Policy.

**We/Us/Our:** Astrenska Insurance Limited.

**You/Your:** Any individual who is detailed on the **Policy Schedule** and has paid the necessary premium under this policy.

### 3. ELIGIBILITY

**You are eligible for cover from the start date of this Policy if:**

- **You** are applying as an individual; and
- **You** are eighteen (18) years of age or over; and
- **You** are resident in the United Kingdom, Channel Islands or the Isle of Man; and

**The Vehicle is eligible for this cover if:**

- It is a car registered in the United Kingdom, Channel Islands or the Isle of Man; and
- The **Vehicle** is not older than seven (7) years at the start date of this Policy.

**Please Note: The following vehicles and vehicle uses are NOT eligible for cover:**

- Any left hand drive **Vehicle**; and
- Emergency **Vehicles**, commercial **Vehicles**, taxis, courier **Vehicles**, buses, minibuses, coaches, trucks, motor homes, trailers, heavy goods **Vehicles**, licensed private hire **Vehicles**, daily rental **Vehicles**, breakdown and recovery **Vehicles**; and
- **Vehicles** used for dispatch, hire and reward, driving school tuition, chauffeuring, road racing, track days (timed or untimed), rallying, pace-making, speed testing or any other competitive event.
- Any **Vehicle** that has been modified after the purchase date.

### 4. POLICY TERM

This Policy is for the chosen term, up to a maximum of twelve (12) months from the start date as detailed on the **Policy Schedule**. **Your** cover will end at the earliest of any of the below:

- You failing to pay Your premium when due; or
- You or the Vehicle no longer meeting the eligibility criteria for Your Policy; or
- The Vehicle being sold or transferred to a new owner; or
- The value of claims settled by Us having reached the limit, as defined in Section 5 - WHAT IS COVERED; or
- The Policy being cancelled by either You or Us; or
- The expiry date of the Policy as detailed on the Policy Schedule.

## 5. WHAT IS COVERED

### Cover and Benefit Limit

#### Scratch and Dent

If during the Policy term **Minor Cosmetic Damage** occurs to the bodywork of Your Vehicle within the **Territorial Limits** as a result of **Day-To-Day Motoring**, We will cover the cost of a **SMART Repair** by an **Approved Repairer**, subject to the following limits:

- £500 including VAT for any one repair.

#### Note:

In the event of multiple cases of **Minor Cosmetic Damage** being caused by the same incident, these will be treated as one claim and will be subject to the 30cm diameter area.

#### Alloy Wheel

In the event of **Accidental Damage** or **Malicious Damage** within the **Territorial Limits**, We will repair the **Alloy Wheel** or contribute towards a replacement if it is beyond repair, subject to the following limits:

- A maximum of four (4) Alloy Wheel claims per annum and ten (10) Alloy Wheel repairs in total. The maximum amount per claim being £150 including VAT .
- In the event that an Alloy Wheel is damaged beyond repair, We will contribute a maximum of £150 including VAT towards the cost of a replacement.

#### Note:

- The repair or replacement includes, where necessary, the cost of wheel balancing.
- In the event of **Malicious Damage**, You must notify the police and obtain a crime reference number.
- Repair guarantees are subject to the **Approved Repairers** guarantee policy.

The most We will pay in any one policy term for Scratch and Dent and Alloy Wheel is £1,000 including VAT.

## 6. WHAT IS NOT COVERED

### You are not covered for:

1. The first £50 excess payment for any claim.
2. Any claim where the **Incident Date** is before the Policy start date.
3. Any damage caused where the **Vehicle** is used for reasons other than **Day-To-Day Motoring**, or the damage is the subject of a motor insurance claim.
4. Any **Minor Cosmetic Damage** or **Alloy Wheel** damage which is not reported within thirty (30) days of the **Incident Date**.
5. Where the body panel, bumper or wing mirror is ripped, perforated, cracked or torn or there is damage to the structure and/or alignment.
6. Damage to the locks or handles, beading, mouldings, lamps, window panels, tyres, wheels or wheel trims.
7. Any damage that has been accumulated over an extended period, which We deem to be wear and tear.
8. Any damage showing evidence of rust, corrosion or hail impact.
9. Any damage caused by stickers or decals.
10. Any **Minor Cosmetic Damage** where an **Approved Repairer** deems the repair unsafe.
11. Any replacement parts required, including stickers and decals.
12. A defect which is deemed not to be accidental damage, such as defective design or wear and tear, or a previous repair that was sub-standard.
13. Any claim relating to a road traffic accident or as a result of fire, theft or flood.
14. Any claims for malicious damage that is not accompanied by a crime reference.
15. Any amount which is payable by You directly to the repairer.
16. Any claim relating to an **Alloy Wheel** that is not fitted to the **Vehicle**.

17. Any claim arising from manufacturing defects, inherent design faults or parts subject to recall or replacement by the manufacturer.
18. Any claim relating to damage caused by neglect or a deliberate, careless act or omission by **You**.
19. Any damage that existed prior to the purchase of this insurance.
20. Any damage that occurs within fourteen (14) days of the Policy start date. If this insurance is purchased before delivery, no claim wait period will apply. For policies purchased after delivery, you may not make a claim in the first fourteen (14) days from its start date.
21. Any amount that exceeds the benefit level per claim or in total, as detailed in **Section 5 - WHAT IS COVERED**.
22. If during the Policy term the **Vehicle** is used for any of the excluded uses that appear in **Section 3 - ELIGIBILITY**.
23. The cost of any routine maintenance or adjustments.
24. Any VAT where **You** are VAT registered and able to reclaim the VAT element.
25. For consequential damage of any kind or any consequential loss, injury or damage.

## 7. HOW TO MAKE A CLAIM

If **You** have reason to claim please visit <https://scratchdend.davies-group.com> where **You** will be able to register **Your** claim. **Our** online solution is the quickest and easiest way to submit **Your** claim.

If **You** do not have access to the internet, please call the **Claims Handler** on 0344 856 2117 to notify them of **Your** claim. The **Claims Handler** will provide **You** with instructions on how to submit your claim information.

Please note:

- The **Claims Handler** will require photographs of the damage in order to assess **Your** claim. **You** are required to include evidence of the diameter of the damage by using a ruler when taking the photographs.
- Where **Your Alloy Wheel** has suffered malicious damage, **You** must obtain a crime reference number from the police and provide this to the **Claims Handler**.
- The information the **Claims Handler** may reasonably require must be received within thirty (30) days of the **Incident Date**.

**Points to note about the claims process:**

- **Your** claim may be handled on a 'pay and claim' basis. **You** may have to pay the costs upfront and then **We** will reimburse **You** on receipt of valid receipts/invoices less your policy **Excess** of £50. To check whether **You** are covered for the **Minor Cosmetic Damage**, please contact the **Claims Handler** prior to authorising any work to be carried out on **Your** vehicle.
- **We** or the **Claims Handler** reserve the right to subject the **Vehicle** to an independent assessment.
- **We** may obtain and share information concerning any claim **You** may make against this Policy with the **Policy Retailer** or any **Approved Repairer**, for the purposes of administering **Your** Policy and claim.

## 8. POLICY CONDITIONS

- The maximum benefit payable by **Us** is detailed in **Section 5 - WHAT IS COVERED** and on the **Policy Schedule**.
- If **You** are covered by similar insurance or warranty for the same or similar benefit(s) provided under this Policy, then **We** will only be responsible for paying a fair proportion of any benefit which **We** would otherwise be due to pay.
- **You** will be responsible for payment of any repair work completed by the **Approved Repairer** that falls outside of the scope of this Policy.
- **You** will be responsible for any costs incurred in the event that the reported damage exceeds the parameters detailed under **Minor Repair Damage**.
- It shall not be possible for **You** to assign or change the benefits of the Policy in any way whatsoever.
- **We** have the right to take proceedings against other parties in **Your** name, in order to recover for **Our** benefit, the amount of any payment made under this Policy.
- **You** must notify the **Policy Retailer** as soon as possible if any of **Your** details change during the Policy term.

## 9. CANCELLATION BY YOU

**You** may cancel this policy at any time, without giving a reason, by contacting the **Policy Retailer** who arranged the insurance on **Your** behalf. If **You** cancel within 14 days of either receiving the policy documentation or from the start date of the policy (whichever is later) then any premium already paid will be returned (providing that no claims have been made on the policy). If **You** cancel outside this period, there is no entitlement to a refund of premium.

## 10. 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. Fraud
- b. Non-payment of premium
- c. Threatening and abusive behaviour
- d. Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

## **11. CONSUMER INSURANCE ACT**

**You** are required to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **Us** of any changes to the answers **You** have given as soon as possible.

Under the Consumer Insurance (Disclosure and Representations) Act 2012 **Your** failure to take reasonable care to avoid misrepresentation in relation to the information provided (including subsequent changes to any such information) could result in **Your** policy being cancelled or **Your** claim being rejected or not fully paid.

## **12. WARNING**

If **You** or anyone acting on **Your** behalf knowingly commit a fraudulent act or submit a fraudulent document or make a fraudulent statement or exaggerate any claim made under this insurance, **We** will not pay the claim and cover under this and all other insurances currently in force with **Us** with which **You** are connected will cease immediately. **You** will not be entitled to any refund of premium under any policy.

**We** will process **Your** claim under the terms and conditions of this insurance based on the first reason notified to **Us** for the claim. If **Your** claim is not covered and **You** then submit a claim having changed the circumstances of the loss or damage **We** consider this as fraud. Details of all such cases will be passed to appropriate agencies for action.

## **13. HOW WE USE THE INFORMATION ABOUT YOU**

As a data controller, **We** collect and process information about **You** so that we can provide **You** with the products and services **You** have requested. **We** also receive personal information from **Your** agent on a regular basis while **Your** policy is still live. This will include **Your** name, address, risk details and other information which is necessary for **Us** to:

- Meet **Our** contractual obligations to **You**;
- Issue **You** this insurance policy;
- Deal with any claims or requests for assistance that **You** may have
- Service **Your** policy (including claims and policy administration, payments and other transactions); and,
- detect, investigate and prevent activities which may be illegal or could result in **Your** policy being cancelled or treated as if it never existed.

In order to administer **Your** policy and deal with any claims, **Your** information may be shared with trusted third parties. This will include members of the Collinson Group, third party administrators, contractors, investigators and claims management organisations where they provide administration and management support on **Our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **We** will have strict contractual terms in place to make sure that **Your** information remains safe and secure.

**We** will not share **Your** information with anyone else unless **You** agree to this, or **We** are required to do this by our regulators (e.g. the financial conduct authority) or other authorities.

The personal information **We** have collected from **You** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **Your** identity. If fraud is detected, **You** could be refused certain services, finance, or employment. Further details of how **Your** information will be used by **Us** and these fraud prevention agencies and databases, and **Your** data protection rights, can be found by visiting [www.cifas.org.uk/fpn](http://www.cifas.org.uk/fpn) and [www.insurancefraudbureau.org/privacy-policy](http://www.insurancefraudbureau.org/privacy-policy)

## **14. PROCESSING YOUR DATA**

**Your** data will generally be processed on the basis that it is:

- necessary for the performance of the contract that **We** have with **You**;
- is in the public or **Your** vital interest: or
- for **Our** legitimate business interests.

If **We** are not able to rely on the above, **We** will ask for **Your** consent to process **Your** data.

## 15. HOW WE STORE AND PROTECT YOUR INFORMATION

All personal information collected by **Us** is stored on secure servers which are either in the United Kingdom or European Union.

**We** will need to keep and process **Your** personal information during the period of insurance and after this time so that **We** can meet **Our** regulatory obligations or to deal with any reasonable requests from **Our** regulators and other authorities.

**We** also have security measures in place in our offices to protect the information that **You** have given **Us**.

## 16. HOW YOU CAN ACCESS YOUR INFORMATION AND CORRECT ANYTHING WHICH IS WRONG

**You** have the right to request a copy of the information that **We** hold about **You**. If **You** would like a copy of some or all of **Your** personal information please contact **Us** by email or letter as shown below:

Email address: [data.protection@collinsongroup.com](mailto:data.protection@collinsongroup.com)

Postal address: Sussex, House, Perrymount Road, Haywards Heath, Sussex, RH16 1DN

This will normally be provided free of charge, but in some circumstances, we may either make a reasonable charge for this service or refuse to give you this information if your request is clearly unjustified or excessive.

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate.

If you wish to make a complaint about the use of your personal information, please contact our complaints manager using the details above. You can also complain directly to the information commissioner's office (ICO). Further information can be found at <https://ico.org.uk/>

## 17. FINANCIAL CRIME POLICY STATEMENT

**We** will not provide any cover or be liable to provide any payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the period of insurance, **We** may cancel this policy immediately by recorded delivery letter to the correspondence address shown on the certificate of insurance. Please note that **You** will not be entitled to a pro-rata refund of premium under these circumstances.

## 18. COMPLAINTS

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 the policy - please contact the **Policy Retailer** who arranged the insurance on **Your** behalf.

Claims - **You** should in the first instance contact the **Claims Handler**. The contact details are:

Customer Relations, Davies Group, Unit 8, Caxton Road, Fulwood, Preston, PR2 9NZ

Email: [customer.care@davies-group.com](mailto:customer.care@davies-group.com)

Telephone: 0344 856 2015

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

The **Claim Handler** will make every effort to resolve **Your** complaint immediately. If they cannot resolve **Your** complaint by the end of the next working day they will acknowledge **Your** complaint within 5 days of receipt and will do their best to resolve the problem within four weeks by sending **You** a final response letter.

If they are unable to resolve **Your** complaint in this time they will write to advise **You** of progress and will endeavour to resolve your complaint within the following four weeks.

If **You** are still dissatisfied after receiving their final response letter or if **You** have not received a response to **Your** complaint within eight weeks **You** may refer **Your** complaint to the Financial Ombudsman Service at the following address:

Financial Ombudsman Service  
Exchange Tower Harbour Exchange Square London E14 9SR  
Email: [complaints.info@financial-ombudsman.org.uk](mailto:complaints.info@financial-ombudsman.org.uk)  
Telephone: (Landline) 0800 0234 567 or (Mobile) 0300 1239 123  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**You** have the right to refer **Your** complaint to the Financial Ombudsman, free of charge within six months of the date of **Your** final response letter. Whilst **We** and **Our** UK service providers are bound by the decision of the Financial Ombudsman Service, **You** are not. Following the complaints procedure above does not affect **Your** right to take legal action.

#### **19. FINANCIAL SERVICES COMPENSATION SCHEME**

Astrenska Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS, if **We** are unable to meet their obligations. More information can be obtained from the [www.fscs.org.uk](http://www.fscs.org.uk) website.