

LAND ROVER INSURANCE

SMART POLICY DOCUMENT



ABOVE & BEYOND



CONTRACTUAL AGREEMENT

This policy wording is evidence of a legally binding contract of insurance between **You** and Motors Insurance Company Limited (hereinafter known as the '**Insurer**', '**We**', '**Us**', '**Our**').

Motors Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 202875.

This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register

This policy is administered by Car Care Plan Limited (hereinafter known as the '**Administrator**').

INSURANCE POLICY DOCUMENT

1. DEFINITIONS

The following words or expressions will have the specific meanings described below. They have the same meaning throughout this document and appear in italics:

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

Chip(s): A chipped area on the *Vehicle* up to a maximum of 1.5cm in diameter or 3mm in depth.

Claim Limit: The maximum number of claims that can be made for repairs to *Your Vehicle* during the *Period of Insurance*.

Consequential Loss: Any other costs which are directly or indirectly caused by the event which led to *Your* claim unless specifically stated in this policy.

Cosmetic Repair: A repair technique suitable for repairing *Minor Cosmetic Damage*. A *Cosmetic Repair* involves re-surfacing and re-finishing eligible damaged areas as close as possible back to their original condition; however no repair will be identical to the original automotive factory finish.

Endorsement: Statements found in *Your Validation*

Certificate, that either show changes to the terms of *Your* policy or terms that apply specifically to *You*.

Expiry Date: The date the insurance cover ends as shown on *Your Validation Certificate*.

Incident: The cause of the damage for which *You* are making a claim.

Insurer: Motors Insurance Company Limited. Registered Office: Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG. Registered in England; company number 02678367.

Introducer: The party, person or company who has arranged this insurance on *Your* behalf.

Light Scratch: A scratched area on the *Vehicle* where the scratch is up to a maximum of 30cm in length or 3mm in depth.

Minor Cosmetic Damage: A *Chip*, *Minor Dent*, *Light Scratch* and/or *Scuffed Bumper* caused by a single *Incident*, where the total damaged area is no larger than 30cm in diameter or 3mm in depth and, in the case of a *Chip(s)* is no larger than 1.5cm in diameter or 3mm in depth. Any one claim is limited to one *Minor Cosmetic Damage* repair, unless in the case of multiple damages

caused by a single *Incident* where the total end to end size of the furthestmost points of the combined damaged area is no larger than 30cm in diameter or 3mm in depth.

Any repairs which are greater than these limits or are estimated to exceed four hours to complete will not be considered to be *Minor Cosmetic Damage* and are therefore not covered by this policy.

Minor Dent: a dented area on the *Vehicle* up to a maximum of 30cm in diameter or 3mm in depth.

Period of Insurance: The period specified on the *Validation Certificate*.

Premium: The total amount *You* have agreed to pay *Us* for this insurance policy.

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.

Repairer: The person or organisation who is authorised by *Us* to carry out the repair work to the *Vehicle*.

Scuffed Bumper: A scuffed bumper up to a maximum of 30cm in diameter or 3mm in depth.

Start Date: The date the insurance cover commences as shown on *Your Validation Certificate*.

Territorial Limits: The United Kingdom, excluding the Isle of Wight and the Islands of Scotland (including The Shetlands, Orkneys, Inner Hebrides and Outer Hebrides). Please note that this means the Isle of Man is also excluded.

Validation Certificate: This document will be provided to *You* when *You* take out this policy and will contain details about *You* and the *Vehicle* upon which this policy will apply. It will also provide the effective *Start Date* and *Expiry Date* of the policy.

Vehicle: The *Vehicle* detailed on the *Validation Certificate* being under 10 years and having covered fewer than 100,000 miles at the start of the policy.

We, Us, Our: UK Motors Insurance Company Limited.

You, Your, Insured: A private individual who is resident in the *Territorial Limits* and who has purchased an eligible *Vehicle* and has paid the necessary *Premium* under this policy.

2. ABOUT YOUR POLICY

We will provide cover under the terms, exceptions, conditions and any *Endorsement* of this policy, relating to any *Period of Insurance* for which We have accepted *Your Premium*, and You have made payment in full or have entered into an agreement to pay *Your Premium*.

This 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.

This policy gives full details of *Your* cover. You will also receive a *Validation Certificate* which contains information about You, *Your Vehicle*, *Your Period of Insurance* and any *Endorsement(s)*. This document together with *Your Validation Certificate* is *Your* policy and should be read as one document. Please read them both carefully and make sure that they meet *Your* needs.

If You have any questions, please contact the *Introducer* or the *Administrator* and they will help You.

Please keep all *Your* insurance documents in a safe place, as You will need them if You want to make a claim.

3. ELIGIBILITY

You are eligible for cover if at the *Start Date* of the policy:

- You are a private individual and the registered owner or keeper of the *Vehicle*;
- You are resident in the United Kingdom, excluding the Isle of Wight and the Islands of Scotland (including The Shetlands, Orkneys, Inner Hebrides and Outer Hebrides). Please note that this means the Isle of Man is also excluded;
- *Your Vehicle* has a standard paint colour or finish which IS NOT considered specialist, non-standard or an exclusive paint colour or finish. This may include but is not limited to self-healing paint, body wrap, chrome illusion paint, two tone paint, or matt finishes;
- *Your Vehicle* is less than 10 years old and has fewer than 100,000 miles on the odometer.

4. PERIOD OF INSURANCE COVER

The *Validation Certificate* You have been provided with will provide details as to when this policy commences (the *Start Date*). Expiry of Your policy will occur in the event of the following:

- The *Expiry Date*, as shown on *Your Validation Certificate*;
- You, or anyone representing You, defrauds or deliberately misleads the *Insurer* or the *Administrator*;
- Your *Vehicle* is sold or transferred to a new owner;
- The *Claim Limit* has been reached.

This policy is non-renewable and cannot be transferred.

5. COVER PROVIDED

Within the *Period of Insurance*, We will provide a *Cosmetic Repair to Minor Cosmetic Damage to Your Vehicle* up to the *Claim Limit* shown on *Your Validation Certificate*, subject to the terms and conditions of this policy.

Your *Claim Limit* is determined by the duration of the policy You have purchased, as follows:

- For a 12 month policy the *Claim Limit* is 6 claims;
- For a 24 month policy the *Claim Limit* is 12 claims;
- For a 36 month policy the *Claim Limit* is 18 claims.

Claims will be handled by the *Administrator* and the repairs will be carried out by *Our Approved Repairer*, who will make all efforts to effect the repair to Your satisfaction. Please note that *Our Approved Repairer* can only carry out repairs within the *Territorial Limits*.

In the event that a *Cosmetic Repair* cannot be used to repair *Minor Cosmetic Damage on Your Vehicle* under this policy, the policy will contribute up to a maximum of £150

including VAT towards the cost of having a conventional body shop repair carried out whereby the *Minor Cosmetic Damage* has been repaired as a result. This is subject to being provided an invoice from a VAT registered repairer for the work carried out.

6. EXCLUSIONS

You will not be covered for *Minor Cosmetic Damage*:

- 6.1 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;
- 6.2 To horizontal flat surfaces, roofs, bonnets and boot tops where the *Repairer* deems it not possible to achieve a satisfactory finish using *Cosmetic Repair* techniques;
- 6.3 To paint colours and finishes that cannot be suitably matched by the *Repairer*. These include but are not limited to specialist, non-standard and exclusive paint colours and finishes, for example: self-healing paint, body wrap, chrome illusion paint, two tone paint finish or matt finishes;
- 6.4 To any body panel or part of a panel that has been distorted, ripped, torn, or perforated;
- 6.5 Caused by hail, rust, pitting or paintwork discolouration;
- 6.6 To stickers, decals, beading or moulding (including protective plastic), or that requires the removal of these items;
- 6.7 Of any kind to wheels, wheel rims or wheel trims;
- 6.8 To locks and handles, accessories, door mouldings, window mouldings, lights or any window;
- 6.9 That requires replacement of any body panel or part of a panel;
- 6.10 Reported to the *Administrator* more than 30 days after the *Incident*;
- 6.11 That in the opinion of the *Administrator* was incurred before the *Start Date*;
- 6.12 Where it is discovered that this policy was purchase more than 30 days following the delivery date of *Your Vehicle*;
- 6.13 Where the number of *Minor Cosmetic Damages* exceeds one per claim;

- 6.14 If You have not paid the *Premium* in full, or have not taken out a Car Care Plan instalment agreement in order to pay for this policy by instalments;
- 6.15 Where the total number of claims made exceeds the *Claim Limit*;
- 6.16 Where any repair work is carried out without prior authorisation being given by the *Administrator*;
- 6.17 Where *Your Vehicle* is located outside the *Territorial Limits*;
- 6.18 Where *Your Vehicle* is named on a contract hire or lease agreement (but not including personal contract hire), used for commercial travel, or is a light commercial vehicle, emergency vehicle, delivery vehicle, panel van or vehicle exceeding 3500kg. The following types of vehicles are also excluded: motor cycles, scooters, three wheeled vehicles, kit-cars, quad bikes, caravans or motor homes, trailers, boats, vehicles used for hire or reward (for example taxis, self-drive hire or driving schools), delivery courier or a vehicle used in any sort of rally, speed testing, 4x4 off-roading, racing or any kind of competition, trial or used for any purpose in connection with the motor trade;
- 6.19 Where the loss is covered and claimed for under any other insurance;
- 6.20 For any liability to any other party;
- 6.21 For any *Minor Cosmetic Damage* caused by a third party which caused bodily injury;
- 6.22 For any other costs that are indirectly caused by the event which led to *Your* claim, unless specifically stated as covered in this policy;
- 6.23 Which is the subject of fraud, false actions or dishonesty;
- 6.24 Caused by nuclear substances or activity;
- 6.25 Caused by war, civil commotion, labour disturbances, riot, strike, lockout, public disorder or any form of terrorism;
- 6.26 if You do not have the *Minor Cosmetic Damage* repaired.

7. HOW TO CLAIM

In all cases please adopt the following procedure:

1. Check that the damage is covered by this policy (check `Covered Provided` and `Exclusions`);
2. Call the *Administrator* on 0344 573 8205 within **30** days of the damage occurring.

You will need to supply the following information:

- Your policy number (found on *Your Validation Certificate*);
- *Your Vehicle* registration number;
- Full details of the damage to *Your Vehicle* when it occurred and how the damage was caused;
- Confirmation that the damage falls within the parameters described as *Minor Cosmetic Damage* within this document;
- Digital photo(s) to support *Your* claim. This will help the *Administrator* to assess *Your* claim. *Your* photos can be emailed to damage@carcareplan.co.uk.

Upon receipt of this information the *Administrator* will review *Your* claim. If *Your* 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 upon inspection by the *Repairer* it is deemed that for technical reasons the *Minor Cosmetic Damage* cannot be repaired using a *Cosmetic Repair* or *Touch-in Repair* method, or the *Vehicle* is not eligible for cover, the *Administrator* reserves the right to decline *Your* claim at this stage. Only the *Administrator* can accept or decline claims.

In order to make a claim for a maximum of £150 including VAT towards the cost of a conventional body shop repair, where the *Minor Cosmetic Damage* cannot be repaired using a *Cosmetic Repair* technique, the *Administrator* will require a copy of a valid receipt showing payment has been made following the repair of the *Minor Cosmetic Damage*. Upon receipt, the *Administrator* will review *Your* claim. If *Your* claim is covered by the policy, the *Administrator* will arrange payment to *You* up to a maximum of £150 including VAT.

We reserve the right to settle a claim in cash in lieu of *Your Vehicle* being repaired.

You must allow the Administrator or the Repairer access to inspect Your Vehicle if required.

If *Your* repair is to be completed by the approved mobile *Repairer* they will need access to *Your Vehicle* in a safe location where they can move around *Your Vehicle*, access to power maybe required. If this isn't possible please make the *Repairer* aware of this during the booking process.

Following a repair, *You* must check that all work has been properly completed. If the work has not been completed to a satisfactory level, *You* must contact the *Repairer* immediately.

8. 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 or refuse to deal with Your claim.

- *You* must report *Your* claim to the *Administrator* within 30 days following the *Incident*;
- *Your Vehicle* must be located within the *Territorial Limits* at time of repair;

- *You* must use all reasonable care to maintain *Your Vehicle* in a roadworthy condition and take all reasonable precautions to prevent or minimise loss or damage;
- *You* must give the *Administrator* true and complete information;
- *You* must agree to comply with the *Administrator's* reasonable requests;
- *You* must follow the prescribed claims procedure as explained in this document or by the *Administrator's* claims staff;
- *You* must advise the *Repairer* of any non-original finish areas on *Your Vehicle*. In the case of incompatibility with a non-original finish *We* have the right to decline a claim or void this policy;
- *You* must inform the *Administrator* if any of the details on the *Validation Certificate* are incorrect or have changed.

9. 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 obtain a full refund. To cancel *Your* policy within this 30-day period please contact the Introducer who sold *You* *Your* policy.

If *You* wish to cancel *Your* policy after this 30-day period, *You* can cancel at any time and receive a pro rata refund. To cancel *Your* policy please contact the *Administrator* by calling 0344 573 8205 or by writing to:

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

The percentage refund will be calculated from the date *Your* request to cancel is received. An administration fee of £20 will be deducted from the calculated amount prior to any refund being paid.

Please note that *We* will not give *You* a refund if *You* have already made a successful claim on *Your* policy.

If *You* have paid for *Your* policy in cash, as opposed to a Car Care Plan Ltd instalment agreement, provided *You* have not made a successful claim, the *Administrator* will provide *You* with a refund proportional to the length of time the policy has been in force and is calculated using the policy start date. The amount of refund *You* receive will be based on each full calendar month remaining on *Your* policy as a percentage of the original duration of *Your* policy less an administration fee of £20.

If *You* have paid for *Your* policy by instalment payments through a instalment agreement with Car Care Plan Ltd, any refund amount owed to *You* will be calculated in line with the following rules:

Where *You* have paid all the instalment payments, *We* will calculate the refund as above. The refund will be paid directly to *You*;

Where *You* have not paid all the instalment payments, *We* will calculate the refund as above and:

1. If the refund *You* are eligible for is in excess of the total outstanding instalment payments *You* owe Car Care Plan, *We* will pay the difference directly to *You*; or

2. If the refund *You* are eligible for is less than the total outstanding instalment payments *You* owe Car Care Plan Ltd, *You* will not receive a cash refund. The refund will be applied as part payment of *Your* total outstanding instalment payments. *You* will continue to be responsible for paying the remaining outstanding payments on *Your* instalment agreement with Car Care Plan Ltd until the balance calculated at the time of notice of cancellation received by the *Administrator* has been settled.

We will not give *You* a refund if *You* have successfully claimed on *Your* policy. Please allow up to 28 days for *Your* cancellation and refund to be processed.

10. HOW TO MAKE A COMPLAINT

We hope that *You* will be pleased with the service *We* provide. In the unlikely event of a complaint, *You* should contact the *Administrator* in the first instance on 0344 573 8205, or in writing to: The Customer Services Manager, Land Rover SMART, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG.

Or email complaints@carcareplan.co.uk.

If it is not possible to reach an agreement, *You* also have the right to ask the Financial Ombudsman Service

to review *Your* case. The right to apply to the Ombudsman must be exercised within six months of the date of *Our* final decision. For more information *You* can visit the Financial Ombudsman Service website: www.financial-ombudsman.org.uk or write to: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 Mobile: 0300 123 9123

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.



Motor Industry Code of Practice for

Vehicle Warranties

11. GENERAL CONDITIONS THAT APPLY TO THIS POLICY

Governing Law

This policy is subject to English Law unless otherwise agreed.

Language

All communication between *You* and *Us* will be conducted in English. *We* record telephone conversations to offer *You* additional security, resolve complaints and improve service standards. Conversations may also be monitored for staff training purposes.

For policyholders with disabilities the *Administrator* is able to provide, upon request, audio tapes and large print documentation. Please advise the *Administrator* if *You* require any of these services to be provided so the *Administrator* can communicate with *You* in an appropriate manner.

Financial Services Compensation Scheme

Motors Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme if the insurer cannot meet its obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 90% of the claim amount, without any upper limit.

For further information about the scheme (including the amounts covered and eligibility to claim) *You* can contact the FSCS helpline on 0800 678 1100 or 0207 741 4100, visit the website www.fscs.org.uk or write to Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU.

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 insurance, 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 Data Controller may transfer *Your* personal data to destinations outside the European Economic Area ("EEA"). Where the Data Controller transfers *Your* personal data outside of the EEA, the Data Controller will ensure that it is treated securely and in accordance with 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 seven (7) 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 Theft Registers

We may pass information to various anti-fraud and theft registers. The aim is to help insurers check the information provided and to prevent fraudulent claims. When *Your* request for insurance is considered, these registers may be searched.

When *You* tell *Us* about an *Incident* the information relating to the *Incident*, will be passed on to the registers. It is a condition of this policy that *You* inform *Us* about an *Incident* whether or not it gives rise to a claim.

Fraud

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

- Makes a claim under the policy knowing the claim to be false or exaggerated in any way; or
- Makes a statement in support of a claim knowing the statement to be false in any way; or
- Provides the *Administrator* with any documentation in support of a claim knowing the documentation to be forged or false in any way; or

- Makes a claim for any loss caused by *Your* deliberate act or with *Your* agreement.

Then *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;
- Will be entitled to recover from *You* the amount of any claim already paid under the policy;
- Will not return any of *Your* premium;
- May let the police know about the circumstances.

Consumer Insurance (Disclosure and Representations) Act 2012 and Insurance Act 2015

You are required by the provisions of these Acts to take care to supply accurate and complete answers to all the questions in the application 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. Failure to advise *Us* of a change to *Your* answers may mean that *Your* policy is invalid and that it does not operate in the event of a claim. *We* may also recover any money *We* may have paid under this policy.

Under English Law, it is an offence to make a false statement or to withhold any material information in order to obtain a schedule of insurance. *We* reserve the right to decline any insurance risk or to change the Premium and the terms quoted.

NOTES

NOTES



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Land Rover SMART is administered by

Car Care Plan Limited

Jubilee House

5 Mid Point Business Park, Thornbury

West Yorkshire BD3 7AG

Phone: 0344 573 8205