

Minor Damage Repair Cover

Terms & Conditions



Contents

| | |
|--|---|
| Introduction | 2 |
| Eligibility | 2 |
| Your Contract Of Insurance | 2 |
| Definitions | 3 |
| What Is Covered Under This Insurance | 3 |
| What Is Not Covered Under This Insurance | 4 |
| How To Make A Claim | 5 |
| Claims Conditions | 5 |
| General Conditions | 5 |
| Changes In Your Circumstances | 6 |
| Premiums | 6 |
| Transferring Your Cover | 6 |
| Other Insurance | 6 |
| Fraud | 6 |
| Cancellation | 6 |
| Financial Services Compensation Scheme | 7 |
| Law Applicable To The Contract | 7 |
| What To Do If You Have A Complaint | 7 |
| Data Protection | 8 |

How To Contact Us

We recommend that you save the below telephone numbers to your mobile phone

To Make A Claim

Online: <https://claims.mapfre.co.uk/>

By email: crclaims@mapfre.co.uk

By telephone: 0330 400 1681

In writing: Abraxas Insurance Administration Services Ltd, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA

Customer Services

By email: admin@mapfre.co.uk

By telephone: 0330 400 1681

Telephone lines are open Monday – Friday between the hours of 9.00am – 5.30pm.

If **You** have any difficulties reading this document, please contact the Customer Services Team.

Introduction

Minor Damage Repair Cover has been designed to cover the cost of **Repairs** in the event that the **Insured Vehicle** suffers **Minor Cosmetic Damage** within the **Period of Cover**. Please refer to What Is Covered Under This Insurance on page 3 of this policy.

IMPORTANT: You may only purchase this policy within 30 days of the date You take delivery of the **Insured Vehicle**

Eligibility

This policy is for You, if:

- You are a permanent resident of the United Kingdom
- You are the registered keeper and/or owner of the **Insured Vehicle**
- You are a private individual using the **Insured Vehicle** for social, domestic, pleasure or commuting purposes
- You or any person permitted to drive the **Insured Vehicle** hold a current valid United Kingdom driving licence, or hold a full internationally recognised driving licence that is valid for use in the United Kingdom
- You have paid the **Premium**

This policy is NOT for You, if Your vehicle:

- Is more than 6 years old at the **Start Date**
- Is named on a contract hire agreement
- Has a gross vehicle weight of more than 3,500kg
- Is insured on any type of motor trade insurance policy or used for commercial purposes
- Is used in a dispatch or public service capacity, such as a Military, Police or Ambulance vehicle
- Is used for hire and reward; courier or delivery services; short-term self-drive, or for the carriage of passengers, including but not limited to taxi services, private hire, or vehicles used for driving instruction purposes in connection with **Your** occupation
- Is used at any time for competition; rally; racing; track days; speed testing; off road; pacemaking, or reliability trials

IMPORTANT: Motorcycles; quad bikes; tricycles; mopeds; sidecars; kit cars; buses; coaches; motorhomes; stretched limousines or touring caravans are not eligible for cover under this policy

Your Contract Of Insurance

This policy and the **Certificate of Insurance** must be read together as they form **Your** insurance contract with the Insurer.

Insurer

This insurance is underwritten by MAPFRE ASISTENCIA Compañía Internacional de Seguros y Reaseguros Sociedad Anonima which is authorised by Dirección General de Seguros y Fondos de Pensiones and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority, number 203041. Details about the extent of regulation are available on request. MAPFRE ASISTENCIA Compañía Internacional de Seguros y Reaseguros Sociedad Anonima is incorporated and registered in Spain and registered as a foreign company in the United Kingdom with company number FCo21974, acting through its UK branch with branch number BR008042 and its principal office is at Dixon House, 72-75 Fenchurch Street, London, EC3M 4BR.

Administrator

This insurance is administered by Abraxas Insurance Administration Services Limited acting on behalf of the Insurer. Abraxas Insurance Administration Services Limited is authorised and regulated by the Financial Conduct Authority with FCA number 308702. Abraxas Insurance Administration Services Limited is registered in England and Wales with company number 02928787 and its registered office is at 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA.

Definitions

Whenever the following words appear in Your policy, they have the meaning given below.

| | |
|--------------------------|---|
| Approved Repairer | The company authorised by Us to carry out Repair work to the Insured Vehicle |
| Certificate of Insurance | The certificate issued alongside this policy that lists the name of the insured person, the vehicle covered and the limits applicable to this insurance |
| Incident | The cause, by one continuous act or omission, of the Minor Cosmetic Damage for which You are making a claim |
| Insured Vehicle | The vehicle shown on Your Certificate of Insurance |
| Minor Cosmetic Damage | Accidental damage to the bodywork of the Insured Vehicle . Vertical Surfaces are covered for: a) chips (up to 15mm in length and 3mm in depth) b) scratches (up to 300mm in length and 3mm in depth) c) dents (up to 300mm in length and 3mm in depth) Flat/Horizontal Surfaces are covered for: a) chips (up to 15mm in length and 3mm in depth – weatherproofing only) b) scratches (up to 300mm in length and 3mm in depth) Bumpers are covered for: a) scuffs (up to 300mm in length and 3mm in depth) |
| Period of Cover | The period from the Start Date until the earliest of the following: a) the end of the Period of Cover shown on Your Certificate of Insurance b) the date on which the Insured Vehicle is written off c) the date this policy is cancelled d) the date the Insured Vehicle is sold, transferred to another party who is not an immediate family member (i.e., parent; spouse; civil partner; son or daughter), or repossessed, or; e) the date the maximum number of Repairs specified on Your Certificate of Insurance has been reached |
| Premium | The amount payable by You (including any taxes, commissions or charges) for cover under this policy |
| Repair(s) | The restoration technique used by the Approved Repairer to make good Minor Cosmetic Damage to the bodywork of the Insured Vehicle . Please note that while the Repair will match the original factory finish as closely as possible, it may not always be possible to match this exactly |
| Start Date | The date Your insurance policy commences as shown on Your Certificate of Insurance |
| Territorial Limits | England, Scotland and Wales |
| We, Us or Our | Abraxas Insurance Administration Services Limited |
| You/Your | The individual specified on Your Certificate of Insurance |

What Is Covered Under This Insurance

We will pay the full cost of **Repairs** (unless an item isn't covered by this policy) in the event that the **Insured Vehicle** suffers **Minor Cosmetic Damage** within the **Period of Cover**.

We will treat multiple chips, scratches, dents or scuffs as a single **Repair** if:

- a) **Minor Cosmetic Damage** is caused by the same **Incident**, and;
- b) the total end to end size of the furthestmost points of the combined damaged area (including any non-damaged areas in between) is no larger than 300mm in length and 3mm in depth, or 15mm in length and 3mm in depth for chips

We will treat multiple chips, scratches, dents or scuffs as multiple **Repairs** if:

- a) **Minor Cosmetic Damage** isn't continuous
- b) **Minor Cosmetic Damage** occurs to multiple panels which aren't adjacent, or;
- c) the total end to end size of the furthestmost points of the combined damaged area (including any non-damaged areas in between) is larger than 300mm in length and 3mm in depth, or 15mm in length and 3mm in depth for chips

Minor Cosmetic Damage to flat or horizontal surfaces can only be repaired using a touch-in repair. If the **Insured Vehicle** needs to be returned to the manufacturer or finance company and is subject to a fair wear and tear policy, it is possible that horizontal surfaces that have been disguised will be identified upon inspection and be subject to charges.

What Is Not Covered Under This Insurance

1. Anything that cannot be defined as **Minor Cosmetic Damage**, i.e.;
 - a) chips that are larger than 15mm in length and 3mm in depth
 - b) scratches larger than 300mm in length and 3mm in depth
 - c) dents larger than 300mm in length and 3mm in depth
 - d) scuffs larger than 300mm in length and 3mm in depth
2. Specialist bodywork finishes, including but not limited to; self-healing, chrome illusion, matte or textured finishes
3. Matte or vinyl bodywork wraps
4. **Minor Cosmetic Damage** that extends across more than 2 adjacent body panels, or which is estimated to exceed 4 hours to complete. In the event that **Minor Cosmetic Damage** extends across more than 2 adjacent body panels, the entire claim will be excluded
5. VAT if the **Insured Vehicle** is registered to a business, used for business purposes, or in connection with **Your** occupation where **You** are VAT registered as self-employed
6. Dents to flat/horizontal surfaces of the **Insured Vehicle**
7. Scuffs where the front or rear bumper has been cracked, ripped, torn or perforated
8. The replacement of any body part, part of a panel or bumper
9. **Minor Cosmetic Damage** to:
 - a) the structure/alignment of a panel
 - b) the interior of the **Insured Vehicle**
 - c) stickers or decals
 - d) badges
 - e) wing mirrors (mirror housings will be covered)
 - f) steel or alloy wheels (including wheel trims or hub caps)
 - g) handles or locks
 - h) roof pillars; sunroof; roof rack
 - i) accessories
 - j) lights
 - k) glass
 - l) beading or moulding (including protective plastic) unless part of a panel claim and the **Repair** can be completed without the removal of the beading or moulding
10. Any **Repair** where **Minor Cosmetic Damage** transitions from one colour paint to another. In this instance, the entire claim will be excluded
11. **Minor Cosmetic Damage** caused by the weather, such as hail; any gradual process, for example repeated key scratching around locks; fading; rust; unremoved bird droppings or tree sap
12. Any costs for **Repair** that **We** do not authorise in advance
13. Any claim where in the opinion of the **Approved Repairer**, a **Repair** cannot be effectively carried out, or any **Repair** where work will need to be completed by a body shop
14. **Minor Cosmetic Damage** where paint is cracked or flaked; paintwork discoloration; damage to, or re-application of any form of paint protection film, liquid, wax, or sealant; or any variation in paint colour or finish due to the age of the **Insured Vehicle**
15. Any liability to a third party
16. Loss of use of the **Insured Vehicle** or any other losses that are caused by the event which led to **Your** claim that fall outside the scope of cover of this policy. This includes but is not limited to travel expenses or loss of earnings
17. **Minor Cosmetic Damage** caused by pressure waves of an aircraft or of other aerial device travelling at subsonic or supersonic speed
18. **Minor Cosmetic Damage** caused by natural disaster, or earthquake
19. Any claim arising as a result of war; any warlike activity (whether war be declared or not); civil unrest, or any act that the United Kingdom Government considers to be an act of terrorism
20. Any claim that is directly or indirectly caused by ionising radiation; the combustion of nuclear fuel; contamination by radioactivity from any nuclear fuel or waste, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or associated nuclear parts
21. Any claim that occurs before the **Start Date**, outside the **Period of Cover**, or outside the United Kingdom

How To Make A Claim

Please contact **Us** within 30 days of an **Incident** occurring and have **Your Certificate of Insurance** and vehicle registration number to hand:

Online: <https://claims.mapfre.co.uk/>

By email: crclaims@mapfre.co.uk

By telephone: 0330 400 1681

1. If **You** contact **Us** by email or telephone **We** will register the details of **Your** claim and ask **You** to provide:
 - a) details of the damage, including;
 - When the damage occurred
 - How the damage occurred
 - Where on the vehicle the damage is located
 - The size of the damaged area
 - b) a digital photo of **the Minor Cosmetic Damage**, with a recognisable scale to enable the assessment of the size
2. **We** will review **Your** claim and if it is covered, will pass the information to the **Approved Repairer**, who will contact **You** to arrange a **Repair**
3. Upon arrival at the **Repair** booking the **Approved Repairer** will inspect the **Insured Vehicle**. Provided it is parked legally and there is room for the **Repair** to be carried out safely, the **Approved Repairer** will carry out a **Repair**

IMPORTANT: **You** may, should **You** prefer, take the **Insured Vehicle** to a repair facility of **Your** choosing for a **Repair** to be completed. If **You** choose to do so, the damage must still fall within the definition of **Minor Cosmetic Damage** and this must be approved by **Us** prior to **Repairs** being undertaken. Where **You** opt to do this, **You** may claim a contribution towards the **Repair** costs of up to £200. The **Repairer** may not be able to invoice **Us** directly, so in order to be reimbursed **You** will be required to pay the **Repair** cost in full and forward the invoice to **Us**.

Additional information or documentation may be required in order to support **Your** claim. To avoid delays, this should be provided as soon as **You** are able. Any information or documentation that **You** supply must be provided at **Your** own expense.

Claims Conditions

1. A signature will be required before and after a **Repair** to confirm **Your** acceptance. If the work has not been completed to a satisfactory level, **You** should not sign the release form. In such cases **You** should contact the **Approved Repairer** immediately
2. **We** reserve the right to request a digital photo of the **Minor Cosmetic Damage** or additional supporting information in order to process **Your** claim
3. If **Minor Cosmetic Damage** occurs as a result of a malicious **Incident**, **You** must first report the **Incident** to the Police and obtain a crime reference number
4. Any additional costs not covered by, or in excess of the limits of this policy must be settled directly by **You** with the **Approved Repairer**

General Conditions

1. If **You** do not adhere to the terms and conditions of this policy, it may delay settlement of **Your** claim
2. **You** must use all reasonable care to maintain the **Insured Vehicle** in an efficient and roadworthy condition and take all reasonable precautions to prevent or minimise loss or damage
3. **Repairs** carried out by the **Approved Repairer** are guaranteed for a period of 5 years from the date of **Repair**, but the Insurer's liability is limited to the cost of rectifying any defective **Repairs**
4. This policy is not renewable or transferable to any subsequent owner of the **Insured Vehicle** or to any other vehicle. **You** may however transfer the policy to an immediate family member (i.e., parent; spouse; civil partner; son or daughter) provided no money is exchanged and the new owner becomes responsible for the upkeep of the **Insured Vehicle**
5. **We** reserve the right to ask for proof of ownership of the **Insured Vehicle**
6. **We** reserve the right, in the event any fraudulent activity, non-payment of **Premium**, or non-compliance with these policy terms & conditions, to cancel this policy at any time before or during the **Period of Cover**
7. This policy is in addition to **Your** legal rights

Changes In Your Circumstances

You must contact **Us** immediately, by email admin@mapfre.co.uk or by telephone 0330 400 1681 if any of the following changes in circumstances apply to **You**:

- **You** change or transfer ownership of the **Insured Vehicle**
- **You** change what **You** use the **Insured Vehicle** for (for example, if **You** start using it for hire and reward)
- **You** customise or make alterations to the **Insured Vehicle**
- **You** change the registration number of the **Insured Vehicle** to a cherished number plate
- **You** change **Your** address
- **You** change **Your** name (for example, due to marriage), or;
- **You** develop any problems that affect **Your** ability to drive

If **You** advise **Us** of a change in **Your** circumstance which results in **You** or the **Insured Vehicle** becoming ineligible for cover, **We** will cancel **Your** policy. Please refer to the Cancellation Section on page 6 of this policy. Failure to advise **Us** of a change in **Your** circumstances may result in **You** or the **Insured Vehicle** becoming ineligible for cover and **Your** claim not being paid.

Premiums

The **Premium** must be paid in full prior to the **Start Date**.

Transferring Your Cover

You may transfer this policy to an immediate family member (i.e., parent; spouse; civil partner; son or daughter) provided no money is exchanged and the family member becomes responsible for the upkeep of the **Insured Vehicle**.

You can't transfer this policy to any other owner of the **Insured Vehicle** or to any other vehicle.

To transfer this policy to an immediate family member please contact **Us** by email: admin@mapfre.co.uk, or by telephone: 0330 400 1681.

Other Insurance

If the risk covered by this policy is also covered by any other insurance **You** will need to tell **Us** about the other Insurer(s) when **You** make a claim.

Fraud

If any information provided by **You** or anyone acting on **Your** behalf is inaccurate or fraudulent, or if **You** fail to disclose any information in response to a specific request which might reasonably affect the Insurer's decision to provide cover under this policy, **Your** right to any benefit under this policy will end, and **We** shall be entitled to recover any settlement paid or costs incurred as a result of any such fraudulent or misleading means.

Cancellation

Cancellation within the cooling-off period

You have the right to cancel this policy and to receive a full refund of **Premium** provided no claims are known or reported by giving notice of cancellation within 30 days of the date **You** receive **Your** policy documents. Please quote the number that appears on **Your Certificate of Insurance**.

Cancellation outside the cooling-off period

In addition to your statutory rights, if the policy is cancelled at any time after the 30 day cooling off period from the date **You** receive **Your** policy documents, provided that no claims are known, pending or reported, **You** will be entitled to a refund of the unused portion of the **Premium** paid to date, minus an administration charge of £20.00. Any refund due will be calculated on a daily pro-rata basis from the date **We** receive the letter, email or phone call of cancellation.

To cancel this policy, please contact **Us** on any of the below:

In writing: Abraxas Insurance Administration Services Ltd, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA

By telephone: 0330 400 1681

By email: cancel@mapfre.co.uk

Financial Services Compensation Scheme

MAPFRE ASISTENCIA is covered under the Financial Services Compensation Scheme (FSCS). If the Insurer is unable to meet some of their liabilities and **You** make a valid claim, **You** may be entitled to compensation from the FSCS, depending on the type of business and circumstances of the claim.

Protection is at 100% where claims:

- Arise in respect of a liability subject to compulsory insurance
- Arise in respect of a liability subject to professional indemnity insurance
- Arise from the death or incapacity of the policyholder due to injury, sickness, or infirmity

Protection is at 90% where claims arise under other types of policy (including this one) with no upper limit.

Further information can be obtained from the Financial Services Compensation Scheme:

By telephone: 0800 678 1100 or 020 7741 4100

By email: enquiries@fscs.org.uk

For more information please visit www.fscs.org.uk

Law Applicable To The Contract

The laws of England and the jurisdiction of the English courts will apply.

What To Do If You Have A Complaint

If **You** have a complaint about how this policy was sold, please contact the motor dealer that sold **You** this policy.

If **You** have a complaint about any other aspects of this policy please contact **Our** Customer Care Manager who will investigate the matter:

By email: customerrelationsteam@mapfre.co.uk

By telephone: 0330 400 1420

In writing: The Customer Relations Team, 1 Victoria Street, Bristol Bridge, Bristol, BS1 6AA

We will confirm receipt of **Your** complaint within 5 working days and aim to resolve the problem within 8 weeks.

If **You** remain dissatisfied with the way that **Your** complaint has been dealt with, **You** may refer the matter to the Financial Ombudsman Service within 6 months of the date of **Our** final response:

By telephone: 0800 023 4567

In writing: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

For more information please visit www.financial-ombudsman.org.uk

This procedure does not affect **Your** statutory rights and is in addition to any other rights **You** may have to take legal proceedings.

Data Protection

We need to obtain personal information from **You** to provide **You** with this policy of insurance.

We use **Your** personal information in the following ways:

- To provide **You** with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to **Our** agents who provide services on **Your** behalf under the terms of the policy
- To confirm, maintain, update and improve **Our** customer records
- To analyse and develop **Our** relationship with **You**
- To help in processing any applications **You** may make
- To identify and market products and services that may be of interest to **You**, (subject to **Your** prior consent)
- To carry out studies of statistics and claim rates
- For the analysis and the prevention of fraud
- For the analysis and the prevention of payment defaults
- For statistical studies by **Us** and/or any sectorial organisation in Europe

We may share **Your** details with other companies within the MAPFRE group to support the administration of **Your** policy. **We** share information for the purpose of handling complaints, and with **Your** consent only, to identify and market products and services that may be of interest for **You**. **We** deal with third parties that **We** trust to treat **Our** customers' personal information with the same stringent controls that **We** apply ourselves.

Information which **You** supply to **Us** in connection with this policy will be held on **Our** computer records. **We** will not keep **Your** personal information for longer than necessary.

You are entitled on request to receive a copy of the personal information **We** hold about **You**. This will be information that **You** have given to **Us** during **Your** policy. **We** do not hold any information relating to **Your** credit status. If **You** would like a copy of **Your** information, please contact **Our** Data Protection Officer, 1 Victoria Street, Bristol Bridge, Bristol BS1 6AA.

Under the Data Protection Act 2018 **You** also have the below rights in relation to **Your** personal data:

- Request correction/rectification of **Your** personal data
- Request erasure of **Your** personal data, a right to be forgotten
- Object to processing of **Your** personal data
- Request restriction of processing **Your** personal data
- Request transfer of **Your** personal data
- Right to withdraw consent
- Right in relation to automated decision making and profiling

If **You** wish to exercise any of these rights please contact **Us** at the address above.

We keep records of any transactions **You** enter with **Us** or **Our** partner companies for seven years. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with **Our** legal and regulatory requirements. **We** may keep other personal information about **You** if it is necessary for **Us** to do so to comply with the law.

To assist with fraud prevention and detection **We** may:

- Share information about **You** across **Our** group, with other insurers and, where **We** are entitled to do so under the Data Protection legislation, the police and other law enforcement agencies
- Pass **Your** details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers
- Check **Your** details with fraud prevention agencies and, if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this with the fraud prevention agency and other organisations who may also use and search these records to:
 - a) help make decisions about credit and credit related services for **You** and members of **Your** household
 - b) help make decisions on motor, household, credit, life and other insurance proposals and claims for **You** and members of **Your** household
 - c) trace debtors, recover debt, prevent fraud and to manage **Your** insurance policies
 - d) check **Your** identity to prevent money laundering, unless **You** provide **Us** with other satisfactory proof of identity, and;
 - e) undertake credit searches and additional fraud searches.

Under the Data Protection legislation, the MAPFRE group can only discuss **Your** personal information with **You**. If **You** would like anyone else to act on **Your** behalf, please contact **Us**. **You** can do this by contacting **Our** Data Protection Officer, 1 Victoria Street, Bristol Bridge, Bristol BS1 6AA.

Our full data privacy policy is available at: http://www.mapfreabraxas.co.uk/privacy_abraxas. Alternatively, a hard copy is available from us on request.