

## EXCESS, SCRATCH AND DENT INSURANCE

### WHAT IS COVERED

In the event that **You** suffer sudden and unforeseen damage to the bodywork of **Your** Vehicle, including wing mirrors and bumpers, which falls within a 20cm or 30cm diameter, whichever cover is listed on **Your** certificate and which can be repaired using **SMART repair** techniques as defined, **We** will cover the cost of the repairs up to £1,000 per claim, up to a maximum amount of £3,000 in total during the Period of Cover. All repairs are guaranteed for the lifetime of **Your** ownership of the **Vehicle**.

The **Excess** cover is one that is activated when a **SMART repair** cannot be carried out as the parameters of the damage exceed the limitations of this style of repair or cover. In this case the insurer will reimburse **Excess** paid by **You** under **Your Motor Insurance** following the successful settlement of any valid insurance claim. In any one period of insurance and provided the total amount paid under any claim on the **Motor Insurance** exceeds the value of the **Excess** and that the incident leading to that claim under the **Motor Insurance** occurred during the period of insurance. The **Excess** is limited to the **Excess on Your Motor Insurance** policy up to a maximum of £500.00.

### THE POLICY

Means the cover provided to **You** under the terms and conditions of this insurance contract.

### CONTRACT OF INSURANCE

This policy certificate is evidence of a contract of insurance. This policy will only become effective when the **Administrator** has received payment in full for the policy.

### THE INSURER

#### International Insurance Company of Hannover SE

International Insurance Company of Hannover SE is registered in Germany, registration number HRB 211924. Registered Office: Roderbruchstraße 26, 30655 Hannover, Germany, acting through its UK branch whose office is located at: 10 Fenchurch Street, London EC3M 3BE, United Kingdom. Authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht and authorised and subject to limited regulation by the Financial Conduct Authority (FCA No. 659331).

### THE POLICY SCHEDULE

The policy wording contains the terms, conditions and exclusions of this insurance.

### LEGAL RIGHTS

This insurance is in addition to **Your** legal rights and is not to be substituted for the supplier's liability if the **Vehicle** is found to be unfit for the purpose for which it was intended, or is not as described or is not of satisfactory quality.

## DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this insurance and will appear in bold with a capital letter.

WORD/EXPRESSION	DEFINITION
<b>Administrator</b>	The Auto Group Corporate a trading identity of TAG Insure Limited, Unit 8 Abbots Business Park, Primrose Hill, Kings Langley, Hertfordshire, WD4 8FR is an appointed representative of Phoenix Financial Consultants Limited, (FCA registration number 539195) which is authorised and regulated by the Financial Conduct Authority (FCA).
<b>Approved Repairer</b>	A <b>SMART repairer</b> appointed by TAG Insure Limited to undertake a <b>SMART repair</b> .
<b>Claims Administrator</b>	The Auto Group Corporate a trading identity of TAG Insure Limited, Unit 8 Abbots Business Park, Primrose Hill, Kings Langley, Hertfordshire, WD4 8FR. an appointed representative of Phoenix Financial Consultants Limited, (FCA registration number 539195) which is authorised and regulated by the Financial Conduct Authority (FCA).
<b>Claim Limit</b>	The maximum amount that can be claimed under the policy for each <b>SMART repair</b> or <b>Excess</b> contribution as listed on <b>Your</b> policy Certificate. The total amount claimable during the period of insurance is shown on the policy certificate.
<b>Excess</b>	The first amount of each claim payable by <b>You</b> As detailed on <b>Your Motor Insurance</b> certificate.
<b>Geographical Limits</b>	Means the areas in which this policy is effective and are Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, member countries of the European Community and any other country for which an international <b>Motor Insurance</b> card ('Green Card') in respect of the <b>Vehicle</b> is effective at date of loss.
<b>Limit of Indemnity</b>	Is the maximum amount that can be claimed in total during the period of insurance including labour, parts and where applicable, VAT.
<b>Motor Insurance</b>	Means a comprehensive policy of <b>Motor Insurance</b> which covers the <b>Vehicle</b> in respect of damage, fire and theft, and which is maintained throughout the period of insurance.
<b>Period of Cover</b>	The period of time covered by this insurance as shown in <b>Your Policy Schedule</b> .
<b>Policy Schedule</b>	The document that contains <b>Your</b> details, <b>Your Vehicle</b> details and the start and expiry dates of <b>Your</b> insurance.
<b>SMART repair/repairer</b>	A repair is one where the technician can typically complete the repair within two hours.
<b>Vehicle/s</b>	Means only the <b>Vehicle</b> as identified in the Policy Certificate for private or business Use (excluding taxis, private hire, courier services and haulage) for Use on the public highway.
<b>We/Us/Our</b>	International Insurance Company of Hannover SE is registered in Germany, registration number HRB 211924. Registered Office: Roderbruchstraße 26, 30655 Hannover, Germany, acting through its UK branch whose office is located at: 10 Fenchurch Street, London EC3M 3BE, United Kingdom. Authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht and authorised and subject to limited regulation by the Financial Conduct Authority (FCA No. 659331).
<b>Wheel/s</b>	Alloy <b>Wheel/s</b> declared to <b>Us</b> at the time <b>You</b> purchased <b>Your Vehicle</b> .
<b>You/Your/Yourself</b>	The person named as the policy holder in the <b>Policy Schedule</b> .

## ELIGIBILITY

**You** are eligible for this policy if at the start date and throughout the **Period of Cover**: **You** are the registered keeper or hirer of the **Vehicle**; and **You** have completed a **Motor Insurance** proposal form or accepted **Your Motor Insurance** renewal, prior to the initial period of insurance; and the **Vehicle** is principally used in the UK, Ireland, Isle of Man or Channel Islands, the **Vehicle** is NOT a commercial **Vehicle** over 3.5 tonnes, an emergency **Vehicle**, taxi, bus, van, truck, motorcycle or **Vehicle** used for dispatch, driving schools, road-racing, rallying, pace-making, speed testing or any other competitive event.

## GENERAL EXCLUSIONS – SCRATCH & DENT

1. Any claim which is not reported within 30 days of the damage occurring.
2. Where the area damaged in a single incident is greater than 20cm or 30cm dependent on the policy purchased.
3. Damage to the bonnet, roof or boot is subject to stone chip repairs only.
4. Where the body panel is ripped, perforated or torn or the bumper or wing mirrors are cracked.
5. Damage to beading, moulding or unpainted plastic panels, or damage to accessories, door mouldings, wing mirror glass, window mouldings, lights of any sort or any window panel.
6. General wear and tear, hail, corrosion or neglect or a defect.
7. Alloy **Wheel/s** repairs where the damage has been accumulated over an extended period, which **We** deem to be wear and tear.
8. Manufacturer faults in respect bodywork corrosion or blemishes.
9. Any claims where the damage occurred before the start date and after the end date of **Your** policy, both are detailed on **Your Policy Schedule**.
10. Any loss of use of **Your Vehicle** or any additional costs related to the claim event of any kind.
11. Damage caused by a Road Traffic Accident, Fire or Theft of the **Wheel/s**.

## GENERAL EXCLUSIONS – EXCESS

1. Any claim which is not reported within 30 days of the damage occurring.
2. Any claim which does not exceed the **Excess** on **Your Motor Insurance** policy
3. General wear and tear, hail, corrosion or neglect or a defect. Manufacturer faults in respect bodywork corrosion or blemishes.
4. Any loss of use of **Your Vehicle** or any additional costs related to the claim event of any kind.
5. Any claims where the damage occurred before the start date and after the end date of **Your** policy, both are detailed on **Your Policy Schedule**.

## GENERAL CONDITIONS

**You** must comply with the following conditions to have the full protection of **Your** policy. If **You** do not comply with them **We** may at

**Our** discretion cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

### Duty of Care:

**You** must not continue to drive the **Vehicle** after any damage or incident if this could cause further damage to **Your** Vehicle.

### Fraud:

**You** must not act in a fraudulent manner. If **You**, or anyone acting for **You**, makes a claim under the policy knowing the claim

to be false, or fraudulently exaggerated in any respect; or makes a statement in support of a claim, knowing the statement to be false in any respect; or submits a document in support of a claim, knowing the document to be forged or false in any respect; or makes a claim in respect of any loss or damage caused by **Your** wilful act, or with **Your** connivance,

### Then:

- **We** shall not pay the claim
- **We** may declare the policy void
- **We** shall be entitled to recover from **You** the amount of any claim already paid under the policy
- **We** shall not make any return of premium
- **We** may inform the police of the circumstances.

Where the **Claim Administrator** is not consulted prior to the insurance payment being made. Confirmation must be received by **You** the customer from **Claim Administrator** before the insurance payment is made. Failure to comply will result in the claim being refused.

### Cancellation – Cooling Off Period

**You** have the right to cancel this cover within 30 days of receipt of this document without giving any reason and receive a full refund. **You** should contact the dealer from whom **You** purchased this policy by recorded delivery letter, fax or email who will arrange the refund. If **You** wish to cancel this policy after the 30 day cooling off period **You** must send a recorded delivery letter to the dealer from whom **You** purchased this policy. If **You** cancel this policy after the 30 day cooling off period **You** will be entitled to a refund proportionate to the unexpired months remaining in the Return to Invoice cover as shown in **Your** Policy Certificate as long as **You** have not made a claim and do not intend to make a claim. There will be an administration fee of £35 deducted from the calculated amount prior to any refund being paid.

### Duty of Disclosure

The policy has been issued based upon information which **You** have given to **Us** about **Yourself**, and **Your**

**Vehicle**. **You** have a duty to tell **Us** immediately of any changes to this information in particular any of the following: change of address, or use of the **Vehicle** e.g. being used for private hire, failure to do so may invalidate **Your** cover under this policy. **We** will then advise **You** of any changes in terms.

The Law Applicable to this policy, **Your** policy will be governed by the law of England and Wales unless **You** and **We** have agreed otherwise.

## HOW TO MAKE A CLAIM

If **You** experience sudden and unforeseen damage to **Your Vehicle** body work please help the **Claims Administrator** by following the procedure below.

### Contact the Claims Administrator

In the unfortunate event that **You** need to make a claim, please contact the **Claims Administrator**, Unit 8 Abbots Business Park,

Primrose Hill, Kings Langley, Hertfordshire, WD4 8FR, 0333 323 0383. **You** will be sent a claim form which needs to be completed. Once received, Your claim will be assessed against the parameters of the **Excess**, Scratch and Dent insurance policy. If it is believed that the damage can be carried out by a **SMART repair** specialist **We** will pass **Your** details to one of **Our SMART repairers** who will arrange for a convenient time and location to assess the damage reported.

### For Claims Authorisation, You must:

Complete a **Vehicle** assessment form which will be sent to **Your** chosen email address.

Supply the completed claim form plus any other evidence required as instructed on the claim form, (Police reports, photographic evidence, copy of insurance may be required).

Allow one of the **Claims Administrator SMART repair** specialist to inspect the **Vehicle**. If the repair falls outside of the **SMART repair** eligibility **You** will be given two options; the first will be to contact **Your Motor Insurance** provider who will direct **You** to a body repairer, the second option if possible **You** will be supplied a quotation from **Our SMART repair** specialist which **You** will be liable for. **You** will be notified if the **SMART repair** exceeds the **Excess**, Scratch and Dent policy limitations.

Please note - all aftermarket repairs vary from that of an automotive factory finish, which is machine sprayed to a degree beyond that achievable by human capability.

### For Reimbursement

**You** are responsible for making sure that the full premium of **Your Excess**, Scratch and Dent Insurance is received by the **Administrator** prior to the approval of **Your** claim.

## IMPORTANT INFORMATION

If the damage exceeds the Scratch and Dent parameters and **You** are referred to a bodyshop repairer by **Your Motor Insurance** organisation it is important to make sure that they are VAT registered.

The information supplied must be as clear as possible and meet the guidance notes supplied with the claim form.

No repair should be carried out without prior approval from the **Claims Administrator**.

## FRAUDULENT CLAIMS OR MISLEADING INFORMATION

**We** take a robust approach to fraud prevention. If any claim under this insurance is fraudulent or intended to mislead, or if any misleading or fraudulent means are used by **You** or anyone acting on **Your** behalf to obtain benefit under this insurance, **Your** right to any benefit under this insurance will end, **Your** cover will be cancelled and **We** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. **We** may also inform the Police.

## TRANSFERRING YOUR POLICY

This policy cannot be transferred to another **Vehicle** or to any subsequent owner of the **Vehicle**.

## CANCELLING YOUR POLICY

**You** have the right to cancel this cover within 30 days of receipt of the policy document without giving any reason and receive a full refund. **You** should contact the selling agent by recorded delivery letter, fax or email who will arrange the refund. If **You** wish to cancel this policy after the 30 day cooling off period, **You** must send a recorded delivery letter to the **Claims Administrator**. If **You** cancel this policy after the 30 day cooling off period, there will be a proportionate refund provided there have been no claims, if there has been any claim, no refund will be given. **We** may cancel this policy by giving **You** 30 days' notice posted to the address shown on the Policy Certificate. Unless the reason for cancellation is, in Our opinion, for fraudulent activity, **You** will be entitled to a pro-rata return of premium after the deduction of a £35.00 administration fee.

## CUSTOMER ENQUIRIES

We will always try to give **You** a quality service. If **You** think **We** have let **You** down, please write to:

**The Auto Group Corporate,  
Unit 8 Abbots Business Park,  
Primrose Hill, Kings Langley,  
Hertfordshire, WD4 8FR**

Alternatively, **You** can contact them by email at: [complaints@taginsure.co.uk](mailto:complaints@taginsure.co.uk).

Details of **Our** internal complaint-handling procedures are available on request. If **You** are still not satisfied, **You** can contact the Insurance Division of the Financial Ombudsman Service at:

**Exchange Tower,  
London, E14 9SR**

**You** can also contact them on 0800 023 4567 or 0300 123 9123. Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk), Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

**You** have the right to refer **Your** complaint to the FOS, free of charge, but **You** must do so within six months of the date of **Our** final response letter.

If **You** do not refer **Your** complaint in time, the Ombudsman will not have **Our** permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

In order for the Board to deal with **Your** complaint, **You** will need to agree to their applying the rules of Danish law and practice in the adjudication process. Referring a complaint to the Board or the FOS is an alternative form of dispute resolution. It does not affect **Your** right to take legal action.

## COMPENSATION SCHEME

The **Insurers** are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the **Insurer** is unable to meet its obligations under the policy an **Insured Person** may be entitled to compensation from the Compensation Scheme.

## LANGUAGE AND LAW

This insurance is written in English and all communications about it will be in English.

The law which applies to this insurance is the law applicable in the part of the United Kingdom, Channel Islands or Isle of Man in which **You** live and any legal proceedings between **You** and **Us** in connection with this contract will take place in the courts of the part of the

United Kingdom, Channel Islands or Isle of Man in which **You** live. This insurance is a legally binding contract between **You** and **Us** and does not give, or intend to give, rights to anyone else. Only **You** or **Us** can enforce the terms of this contract. **We** will not provide any benefit under this contract of insurance if doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## DATA PROTECTION ACT

We take your privacy very seriously and will only use your personal information to administer your account and provide the products and services that you have requested.

To enable us to take the necessary steps to enter into a contract with you to provide the appropriate insurance products and services we collect the following information:

- You - First Name, Surname, Address, Postcode, Date of Birth, email address, phone number.
- Your living situation (whether you live in shared accommodation – Yes/No).
- Whether you or they have any unspent criminal convictions – Yes/No.
- Payment details in order to purchase the insurance.
- Details about any claim being made under the insurance.
- Details of any complaint should there be a need to make one.

If you do not wish us to collect this information, we cannot offer you this product.

Any personal information provided by you may be held by **US** in relation to Your product or service. It may be used by our staff in making a decision concerning Your product or service and for the purpose of servicing the product or providing the service, administering claims and resolving complaints. Information may be passed to other service providers for these purposes. Information may also be passed to the Financial Regulator, Financial Ombudsman, HMRC, auditors and others who have a legal requirement to see it to honour a legal obligation. We may obtain information about you from credit reference agencies, fraud prevention agencies and others to check your credit status and identity. The agencies will record our enquiries, which may be seen by other companies who make their own credit enquiries. We will check your details with fraud prevention agencies. If you provide false or inaccurate information and we suspect fraud, we will record this.

We may also use generic personal information to assist us in product development and pricing

We and other organisations may use these records to:

1. help make decisions on the policy and any claims, for you
2. trace debtors, recover debt, prevent fraud
3. check your identity to prevent money laundering, unless You furnish us with satisfactory proof of identity.

Under Data Protection legislation, you can ask us in writing for a copy of certain personal records held about you. A charge may be made for this service.

We may contact you by letter email or phone during the life of the policy and/or the course of any claim and at the conclusion of the claim to complete any customer satisfaction surveys

If you have so authorised we may make your details available to other specially accepted companies to use for their own marketing purposes, if at any time in the future, you would prefer us not to do this, please let us know

We will take the following measures to ensure that personal information kept is accurate:

- We will check each new application against any existing customer records
- Where relevant, on anniversary dates or renewal dates, we will write to ask for any updates

## How long do we keep your data?

We will keep your personal data for as long as is necessary for the purposes for which it was originally collected. These purposes can be found in the section 'How will we use your information?'

To ensure the financial integrity of our records held in our databases, we will retain your personal data within those systems indefinitely unless it is deemed unlawful to do so.

Where information has been created based on the data held in those databases, for example reports, documents and spreadsheets, we will retain those records for the longer of seven years from the date that your last claim on the policy was settled or twelve years after the expiry date of your insurance policy

## Your rights relating to your personal data

### Our obligations to you

We are obliged to provide you with information on any actions that we have taken in response to any of the following requests.

- Right to have access to your personal information.
- Right to have your personal data corrected or removed if it is inaccurate.
- Right to have your personal data deleted from our systems.
- Right to restrict the processing of your personal data.
- Right to object to the processing of your personal data for communications and marketing.
- Right to have your personal data transferred to another company.
- Right to lodge a complaint with the regulator and/or seek a judicial remedy.

We will respond to you within one month of the receipt of a request unless the number and complexity of the requests made is deemed sufficiently high in which case we may extend this time by a further two months. We will inform you if we need to make use of this additional time and why we need to do so.

We will not charge you for responding to any of these requests unless it can be demonstrated that you are making an excessive amount of repetitive requests or that your request is not based on fact, realistic considerations, or the like. In this exceptional case, we may charge you a reasonable fee or choose to refuse your request.

If you disagree then you may raise your concerns with the Information Commissioner's Office. <https://ico.org.uk/concerns/>

To assist us in responding to these requests, we may ask you to verify your identity to make sure that we do not give your personal data to the wrong person, update your data with details you did not provide or take action on your data that you did not request.

## Right to have access to your personal information

You have the right to request a copy of the personal information that we hold about you.

If you would like a copy of some or all of your personal information, please email us at [complaints@taginsure.co.uk](mailto:complaints@taginsure.co.uk) or write to the Data Protection Officer at The Auto Group Corporate, Unit 8 Abbots Business Park, Primrose Hill, Kings Langley, Hertfordshire, WD4 8FR

## Right to have your personal data corrected or removed if it is inaccurate

It is important to us that your personal information is accurate and up to date.

If you believe that some information is inaccurate or should be removed, you may either update your information directly via the app or email us at [complaints@taginsure.co.uk](mailto:complaints@taginsure.co.uk) or write to the Data Protection Officer at The Auto Group Corporate, Unit 8 Abbots Business Park, Primrose Hill, Kings Langley, Hertfordshire, WD4 8FR with details of your request.

## Right to have your personal data deleted from our systems

You can request that we delete your personal data from our systems if you believe that:

- We no longer need to process your personal data in order to provide you with appropriate insurance products and services or;
- We no longer need to process your personal data in order to process any claims you make or;
- We have processed your personal data in a manner which you believe is unlawful or;
- We have to delete your personal data to comply with another piece of legislation.

We may choose to refuse your request if we believe that:

- We have a legal obligation to keep your data or;
- It is required for the purposes of processing outstanding insurance claims or;
- It is required for establishing or defending a legal claim.

If you disagree then you may raise your concerns with the Information Commissioner's Office. <https://ico.org.uk/concerns/>

## Right to restrict the processing of your personal data

You can request that we temporarily halt the processing of your personal data if you believe that:

- We should not process your data whilst we are in discussions with you regarding a disagreement over the accuracy of your personal data or;
- We have processed your personal data in a manner which you believe is unlawful but rather than wanting us to delete your data you would prefer us to take another course of action to rectify your issue or;
- We no longer require the data but you do not wish us to remove it from our systems as you require it for establishing or defending a legal claim.

If such a restriction is put in place, then we will not process your data without informing you first that the reason for the restriction has been lifted.

Exceptions to this are that we can continue to process your data as follows:

- Storing your data or;
- Using it for processing any insurance claims that you have made or;
- Using it for the purposes of establishing or defending a legal claim or;
- Using it for the protection of the rights of another person.

If you disagree then you may raise your concerns with the Information Commissioner's Office. <https://ico.org.uk/concerns/>



### **Right to object to the processing of your personal data for communications and marketing**

To provide you with the best service whilst using the mobile app, we would like to send you reminders concerning insurance quotes you may have previously created using the app.

You have a right at any time to stop us from contacting you and if you wish to do so, please update the app

### **Right to have your personal data transferred to another company**

You have the right to receive a copy of the personal data that you have provided to us, that we process using our computer systems, in a format that can be read by another person's or company's computer system.

You have the right to transfer that copy of your personal information or can request that we do it for you, where it is technically feasible for us to do so.

This right of transfer can be refused if we feel that it would adversely affect the rights of another person.

If you disagree then you may raise your concerns with the Information Commissioner's Office. <https://ico.org.uk/concerns/>

### **Right to lodge a complaint with the regulator (Information Commissioner's Office) and/or seek a judicial remedy**

If we do not take action on your request within one month of its receipt and do not provide you with reasons why then you may lodge a complaint with the Information Commissioner's Office. <https://ico.org.uk/concerns/>

If you believe that the way that we have processed your personal data is not in keeping with current Data Protection legislation then you may lodge a complaint with the Information Commissioner's Office. <https://ico.org.uk/concerns/>

If you believe that your rights under current Data Protection legislation have been infringed as a result of the way that we have processed your personal data then you may seek a judicial remedy via the courts. <https://ico.org.uk/for-the-public/compensation/>