

# Cosmetic Repair Waiver Contract

## Cosmetic Repair Waiver Information Document

Company: Smart Auto Repairs Ltd

Product: Cosmetic Repair Waiver Contract

This Cosmetic Repair Waiver Contract Document is only intended to provide a summary of the main coverage and exclusions, and is not personalised to your specific individual needs in any way. Complete pre-contractual and contractual information on the product is provided in your policy documentation.

### What is this type of Waiver Contract?

This Company provides cover for the cost to repair minor dents, light scratches or scuffs less than 30cm in diameter or 3mm in depth and for stone chips less than 1.5mm to the customer's vehicle using SMART techniques.



#### What is Covered?

- ✓ The cost of SMART repairs to the vehicle.
- ✓ Valid claims that occur in the United Kingdom and any country in the EU outlined in your own main motor policy.
- ✓ You and any joint policyholders or named drivers on your motor insurance for the insured vehicle.



#### What is not Covered?

- ✗ Motorcycles, scooters, three wheeled vehicle, quad bike, boat, trailer or any vehicle with a gross weight exceeding 5 tonnes
- ✗ Vehicles used for hire & reward
- ✗ Any damage which is not Minor Repair Damage
- ✗ Where our appointed repairer confirms the repair requires a body-shop repair and is not a SMART repair (Our approved repairers decision is final)
- ✗ Any claim that occurs outside of the period of the agreed contract.
- ✗ Any claim that has been reported to us more than 14 days after the incident.
- ✗ Any claim arising from any circumstances which any person was aware of or should have been aware of at the inception of the contract.
- ✗ Any repair work carried out prior to receiving authorisation from us.
- ✗ Damage involving wheels, accessories, lamps, any window or glass panel, beading, locks, handles or mouldings.
- ✗ Damage involving roofs & bonnets except where a SMART repair is achievable.



#### Are there any restrictions on cover?

- ! You must be a resident in the UK.
- ! The vehicle must be insured under a main motor insurance policy.
- ! The registration for your vehicle must show on the schedule of the contract.



#### Where am I covered?

- ✓ In the United Kingdom and any country in the EU outlined in your own main motor policy.



#### What are my obligations?

- To supply accurate and complete answers to all the questions we may ask as part of your application for cover under the contract.
- Observe the terms, conditions and exclusions of this contract and your motor insurance.
- Maintain all property and take all reasonable steps to minimise damage to your vehicle.
- Report any claim caused by any criminal action to the Police within 24 hours.
- Notify us of any change to your circumstances, such as a changing your vehicle or the registration of the vehicle.
- Follow our claims procedure as advised and provide all relevant documentation as requested.



#### When and how do I pay?

You must pay the total premium in one full payment before the contract starts.



#### When does the waiver contract start and end?

This contract will run from the start date listed on your waiver contract, terminating on the end date listed on your schedule.



#### How do I cancel the contract?

To cancel the contract, you must give notice to Smart Auto Repairs Ltd, 58 Blackhill Lane, Knutsford WA16 0EQ, 0161 609 8111, info@smartautorepairs.co.uk. No refund of waiver contract will be made if you have made a claim or if you cancel the contract after 30 days from receipt of your schedule.

# COSMETIC REPAIR WAIVER - WITH BUSINESS USE



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This is a document about the Cosmetic Repair Waiver and does not contain the full terms and conditions of the, which can be found in the waiver document itself. It is important that you read the full document carefully if you decide to buy the coverage.

**The Provider** The Provider is the dealer or third party who has arranged this waiver for You.

**Administrator** The Administrator is Motor Products Online Limited ("Administrator"), registered address: 70 Eastbourne Road, Southport, Merseyside, PR8 4DU. Telephone: 01704 552100.

**Demands and needs** The customer named on the Proposal has purchased a Vehicle and believes that this waiver would be beneficial to them. The customer has been advised of the details of cover, including the main benefits and exclusions and limitations of cover and they are not aware of any other protection that they currently have that makes this cover unsuitable. The customer is aware of their obligation to provide all material information and has made a reasoned decision on the basis of the information provided in this waiver. The customer also has a period of 30 days after the commencement of the waiver to cancel the contract if they wish to reconsider their decision

**Significant features and benefits** This waiver provides You with cover for the Repair of Minor Dents, Light Scratches or Scuffs less than 30 (thirty) cm in diameter or 3mm in depth and for stone Chips less than 1.5 (one point five) mm to the Covered Vehicle, occurring during the Waiver Period whilst Your Vehicle is in the Territorial Limits and subject to the terms and conditions herein.

If the Repair cannot be carried out and is deemed only repairable by a bodyshop, a contribution of up to £250 towards Your motor insurance excess will be paid (on the production of an invoice to show the repair has been carried out and a claim has been made on Your motor insurance policy).

## SUMMARY OF SIGNIFICANT EXCLUSIONS AND LIMITATIONS

The following will not be covered:

1. Any Vehicle:
  - a. with a gross vehicle weight exceeding 5 tonnes.
  - b. classed as a motorcycle, scooter, three wheeled vehicle, quad bike, boat or trailer;
  - c. which is used for Hire or Reward.
2. Any damage to the Vehicle:
  - a. which is not Minor Repair Damage;
  - b. which was incurred prior to the inception of the waiver;
  - c. which was incurred more than 14 (fourteen) days prior to the claim being reported;
  - d. resulting in cracked or dented bumpers;
  - e. where Our appointed repairer confirms the repair requires a body-shop repair and is not a Cosmetic Repair (Our appointed repairer's decision is final);
  - f. caused by or to stickers or decals;
  - g. resulting in the replacement of any, body panel or part of the Vehicle;
  - h. where the cost of the Repairs exceeds the Claim Limit irrespective of the size of damage;
  - i. involving wheels, accessories, door mouldings, window mouldings, lamps of any type or any window or glass panel;
  - j. involving beading, locks and handles or mouldings;
  - k. involving roofs and bonnets except where a Cosmetic Repair is achievable (body shop repairs are excluded).

## PRODUCT SUMMARY

3. Any claims in respect of:
  - a. any third party damage, which caused bodily a. any third party damage, which caused bodily injury;
  - b. claims made in excess of Your Aggregate Limit;
  - c. where You have not signed and dated the Waiver Schedule;
  - d. any loss or damage caused by, arising from or contributed to by:
    - i. ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel;
    - or ii. the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it; e. any loss or damage caused by war, revolution or any similar event;
  - f. any mobile phone, phone call and postage costs;
  - g. delays or failure in delivering service to You due to any extraordinary event or circumstance which are outside Our reasonable control, such as severe weather conditions.
- 4) Gradually operating effects: Damage caused by rust, corrosion or decay of any kind, insects, vermin, wet or dry rot or mould.
- 5) Misuse: Damage caused as a result of the Vehicle(s) being used for a purpose for which it is not intended.
- 6) Motor policy: Damage caused by or resulting from a motor accident or collision, theft, attempted theft, fire, break-in, vandalism or exposure to weather conditions which would more normally be insured by a comprehensive insurance motor policy, whether insured and in force or not.
- 7) Other insurances: Damage to the Vehicle to the extent it is: a. more specifically insured elsewhere for the cover provided under this Waiver; or b. but for the existence of this Waiver would be insured elsewhere.
- 8) Payment: Where the applicable monies due have not been paid.
- 9) Previous repairs: Repair work required to rectify or amend previous repairs carried out, not covered under this Waiver.
- 10) Vehicle glass: Damage to windscreens, window glass, sunroofs, mirrors, lights or lenses.
- 11) Warranty: Damage which is covered by the Vehicle manufacturers' warranty or any extension purchased thereto.

## DURATION OF WAIVER / PERIOD OF COVER

Cover will be provided for a period of up to 3 years, as specified in your Waiver Schedule.

## ELIGIBILITY

To be eligible for cover under this waiver you must:

1. You are eligible for cover if:
  - Your Vehicle has been purchased from a franchised dealer within the last 90 days, and;
  - Your Vehicle is less than 7 years old and has covered less than 80,000 miles at the inception of this Waiver and have cost less than £100,000.
2. The covered vehicle must weigh 5 tons or less; must be a motorcar, motorhome, caravan or a light commercial vehicle; You must not use the Covered Vehicle for pace making, racing, speed testing, or reliability trials, for emergency services or for Hire & Reward.
3. The covered vehicle must have been purchased by you within England, Wales, Northern Ireland, Scotland, the Channel Islands or the Isle of Man.

## CANCELLATION

### *Cancellation by You*

If You find that this waiver does not meet Your needs, please contact Our Administrators, in writing, within 30 days of receiving the Proposal Form and We will cancel cover and You will receive a full refund of any monies paid. If You give due notice of cancellation, cover under this waiver will cease from the date of delivery or posting of the notice of cancellation. There will be no refund of any monies paid, if You have already submitted a claim.

If You wish to cancel this waiver at any time after the 30-day period, You can do so by giving immediate written notice to the Administrators. Although no rebate of any monies paid will be given, You can transfer the remaining term of this waiver to any replacement vehicle that You purchase, so long as it meets the eligibility criteria. Please see "Transfer of Cover" in this waiver for full details.

If the purchase of this Waiver was made by way of a Financing Agreement with the Administrator and You wish to cancel, then in the first instance any rebate will be used to settle this Financing Agreement and pay the administration fee and any amount remaining will then be rebated in the form of a cheque, made payable to You.

If written notice of cancellation is not given within the 30-day period, then You will be responsible for payment of any monies due and if You wish to cancel this waiver at any time after the 30-day period, You can do so by giving immediate written notice to the Administrators but there will be no refund of any monies paid by You.

### *Cancellation by Us*

We may cancel this waiver (and there will be NO refund of any monies paid), if in Our opinion You have at any time:

1. Knowingly or recklessly given Us false or incomplete information
2. Agreed to help anyone try to take money from Us dishonestly,
3. Failed to meet the terms and conditions of this waiver; or
4. Failed to act honestly towards Us.

We may also cancel this waiver at any time, by giving You 14 days' written notice to Your last known address and You will receive a pro-rata refund of any monies paid (so long as no claim has been made), if there is a change in the law or regulation or due to such We are unable to continue to provide this waiver.

## MAKING A CLAIM

This is a Vehicle Cosmetic Repair Waiver and as such Our Administrators will require certain information from You to ensure that the damage You report is Minor Repair Damage and in order to action Your claim efficiently. In order for Us or Our Administrators to authorise Your claim, We will require:

- Your Waiver number (as shown on Your Waiver Schedule)
- Confirmation that the damage is within the parameters of the Template. If Your claim is covered by the Waiver, We will issue authorisation for the Repair. A claims authorisation number will be issued together with an authorised amount for the Repair cost which is the maximum We will pay for the Repair, subject to the Aggregate Limit and any Excess payable by You as detailed in Your Waiver Schedule.
- You are to submit to Our Administrators details of the damage as required, including digital images.

It is a condition precedent to Our liability under this Waiver that the Repair can only be carried out by Our authorised repairers. To notify us of a claim please telephone Our Administrators on 01616098111.

# COSMETIC REPAIR WAIVER - WITH BUSINESS USE



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## CLAIMS CONDITIONS

1. You shall, on reporting a claim, agree to comply with all Our reasonable requests to follow the claims procedures as explained in this Waiver and by Our Claims Administrators.
2. You shall, in the event of any occurrence that gives rise to a claim under this Waiver, give notice of the same to Our Administrators within 14 (fourteen) days of the incident.
3. You are required to check that the damage falls within the parameters of the Template provided, as You will be required to confirm this to Our Administrators when reporting the claim.

## PRODUCT SUMMARY

4. Any costs incurred in the event that the reported claim exceeds the parameters of the Template will be Your responsibility.
5. You will be responsible for payment of any Repair work carried out by the repairer that falls outside the scope of this Waiver.
6. Any Repair work carried out prior to receiving authorisation from Our Administrators will render the claim void and no payment will be made by Us.
7. Only We or Our Administrators are authorised to accept or reject claims, and as such We or Our Administrators may require You to allow Us or Our appointed representative to inspect the Vehicle which is subject to a claim.

## COMPLAINTS PROCEDURE

If you have a cause for complaint, you should contact the Administrator, as above. Should you be dissatisfied with their response you may have the right to refer your complaint to the Financial Ombudsman Service. This right is in addition to your legal right as a consumer.

## LAW APPLICABLE

The waiver shall be subject to the law of England and Wales.

## TERMS & CONDITIONS

### COSMETIC REPAIR WAIVER

1. Motor Products Online Limited ("Administrator") will administer this Waiver for You and will be the point of contact for any queries relating to this Waiver. You can contact Motor Products Online Limited at their registered address:

70 Eastbourne Road, Southport, Merseyside, PR8 4DU.

Telephone: 01704 320105.

Motor Products Online Online Limited is an appointed representative of Rest Ashored Limited, who are authorised and regulated by the Financial Conduct Authority (FCA No 732530). You can visit the Financial Conduct Authority's website at [www.fca.org.uk](http://www.fca.org.uk).

2. Where words in this document have been capitalised, such as 'Waiver Schedule', it means they have been given a special meaning which is explained in the section entitled 'Meaning of Words'. Throughout this document 'We', 'Us', 'Our' means the Provider, who arranged this Waiver and 'You' or 'Your' means the person covered by this Waiver.
3. This Cosmetic Repair Waiver comprises of:
  - a. the waiver wording set out in this document, which contains details of the benefit, terms, conditions and exclusions of this waiver;
  - b. Your Waiver Schedule, showing who is covered under the Waiver, the Period of Cover and the maximum Benefit payable; and
  - c. Any additional endorsements.
4. Please read these documents fully and carefully to familiarise yourself with the details of Your Waiver, and what is and is not covered.
5. Please note that there are specific conditions and exclusions which apply to specific sections of the Waiver and there are general conditions and exclusions which apply to the Waiver as a whole. Your Waiver Schedule is Your evidence that You have been accepted for cover. This Waiver is effective during the Period of Cover specified in Your Waiver Schedule.

6. This Waiver provides You with cover for the Repair of Minor Dents, Light Scratches or Scuffs less than 30 (thirty) cm in diameter or 3mm in depth and for stone Chips less than 1.5 (one point five) mm to the Covered Vehicle occurring during the Waiver Period whilst Your Vehicle is in the Territorial Limits and subject to the terms and conditions herein.

7. We will pay the Benefit specified in the Waiver Schedule attached to and forming part of this Waiver subject to:
  1. Payment of the amount due as specified; and
  2. The terms, conditions and exclusions of this Waiver.

## DEFINITIONS

Wherever the following words and phrases appear with a capital letter, they will always have the following meanings.

**Administrators:** Our appointed administrators for this Waiver, being Motor Products Online Limited, 70 Eastbourne Road, Southport, Merseyside, PR8 4DU. Tel 01704 552100.

**Aggregate Limit:** Is the maximum amount of all single Repair costs added together that You can claim in total during any 12-month period of this Waiver, as shown in Your Waiver Schedule.

**Chip(s):** Minor Repair Damage to the painted Vehicle, not exceeding 1.5 (one point five) mm in diameter. Chip(s) will be repaired using the touch-in method where they will be weather-proofed to prevent further corrosion.

**Claim Limit:** Means the maximum amount which can be claimed for a single Repair.

**Cosmetic Repair:** Means Repairs carried out using 'Small to Medium Area Repair Technology'.

**Cosmetic Repair Waiver:** Means the cover provided on the terms and subject to the Waiver conditions, limitations and exclusions set out within this document.

**Data Controller:** The Insurer, who determines the purposes and means of processing Your personal data.

**Excess:** Means the amount of money You will have to pay in the event of a claim, as specified in Your Waiver Schedule.

**Hire & Reward:** Means the use of the vehicle for the purpose of a taxi, driving school, private hire, courier services, daily rental / self-drive hire, as an emergency service vehicle, or as designed to carry more than 8 people including the driver.

**Light Scratch(es):** Means damage to the Vehicle body panel not exceeding 30 (thirty) cm in length and not extended over more than 2 (two) adjacent body panels or 3mm in depth.

**Minor Repair Damage (not including body-shop repairs):** means a mobile repair technique which involves restoring eligible areas as near to the original condition as is possible. Damage to large, flat surfaces, roofs, bonnets and boots are only subject to stone chip repairs, and will be Weatherproofed and Disguised only.

**Minor Dent(s):** Minor Repair Damage (excluding ripped, perforated or torn damage) to a metal body panel not exceeding 30 (thirty) cm in diameter or 3mm in depth and where such panel has not been ripped, torn or perforated.

**PDR Paint-less Dent Repair (PDR):** is a Repair technique which is used where the paint is not broken and access can be gained to the panel and the Minor Dent is greater than 2.5 (two and a half) cm away from the panel edge.

**Waiver Period / Period of Cover / Period of Waiver:** Means the period, as shown on Your Schedule, between the start date and expiry date of this Waiver, provided We have received payment of the monies due for this Waiver.

**Waiver Schedule:** Is the schedule issued by Us which contains details of Your Vehicle, Your Waiver start and expiry dates, Your Waiver Excess and any additional information provided in support of Your application for cover under this Waiver. Your Waiver Schedule forms part of the Cosmetic Repair Waiver.

**Monies Due:** The amount shown on Your Waiver Schedule which is payable on the date shown in consideration of the cover provided under this Waiver.

**Repair / Repairable:** Minor Repair Damage which falls within the Template parameters.

**Scuff(s)** Light scraping of the top surface paint, not penetrating to the base material of the painted Vehicle and not exceeding 30 (thirty) cm in diameter or 3mm in depth.

**Template:** Is the cut-out template provided in these terms and conditions. To be considered for a claim, any damage must fit within the Template, held in a single location.

**Territorial Limits / UK:** Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

**Vehicle / Covered Vehicle:** Your motor vehicle as detailed in the Waiver Schedule;

**We / Our / Us / Provider** Means the dealer or third party who has arranged this waiver for You.

**Weatherproofed and Disguised:** means a repair technique which can be applied only to a Chip. The repair will not restore the damaged area back to its original condition as it is limited to a paint touch-in to protect the area from further damage or corrosion. Damage will remain slightly visible.

**You / Your:** The person shown as the person on the Waiver Schedule.



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## TERMS & CONDITIONS

### 1. WHAT IS COVERED

This Waiver provides You with cover for the Repair of Minor Dents, Light Scratches or Scuffs less than 30 (thirty) cm in diameter or 3mm in depth and for stone Chips less than 1.5 (one point five) mm to the Covered Vehicle occurring during the Waiver Period whilst Your Vehicle is in the Territorial Limits and subject to the terms and conditions herein.

If the Repair cannot be carried out and is deemed only repairable by a bodyshop, a contribution of up to £250 towards Your motor insurance excess will be paid (on the production of an invoice to show the repair has been carried out and a claim has been made on Your motor insurance policy).

### 2. WHAT IS NOT COVERED

The following will not be covered:

- 1) Any Vehicle:
  - a. with a gross vehicle weight exceeding 5 tonnes.
  - b. classed as a motorcycle, scooter, three wheeled vehicle, quad bike, boat or trailer;
  - c. which is used for Hire or Reward.
- 2) Any damage to the Vehicle:
  - a. which is not Minor Repair Damage;
  - b. which was incurred prior to the inception of the Waiver;
  - c. which was incurred more than 14 (fourteen) days prior to the claim being reported;
  - d. resulting in cracked or dented bumpers;
  - e. where Our appointed repairer confirms the repair requires a body-shop repair and is not a Cosmetic Repair (Our appointed repairer's decision is final);
  - f. caused by or to stickers or decals;
  - g. resulting in the replacement of any, body panel or part of the Vehicle;
  - h. where the cost of the Repairs exceeds the Claim Limit irrespective of the size of damage;
  - i. involving wheels, accessories, door mouldings, window mouldings, lamps of any type or any window or glass panel;
  - j. involving beading, locks and handles or mouldings;
  - k. involving roofs and bonnets except where a Cosmetic Repair is achievable (body shop repairs are excluded).
- 3) Any claims in respect of:
  - a. any third party damage, which caused bodily injury;
  - b. claims made in excess of Your Aggregate Limit;
  - c. where You have not signed and dated the Waiver Schedule;
  - d. any loss or damage caused by, arising from or contributed to by:
    - i. ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel;
    - ii. the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it; e. any loss or damage caused by war, revolution or any similar event;
  - f. any mobile phone, phone call and postage costs;
  - g. delays or failure in delivering service to You due to any extraordinary event or circumstance which are outside Our reasonable control, such as severe weather conditions.

- 4) Gradually operating effects: Damage caused by rust, corrosion or decay of any kind, insects, vermin, wet or dry rot or mould.
- 5) Misuse: Damage caused as a result of the Vehicle(s) being used for a purpose for which it is not intended.
- 6) Motor policy: Damage caused by or resulting from a motor accident or collision, theft, attempted theft, fire, break-in, vandalism or exposure to weather conditions which would more normally be insured by a comprehensive insurance motor policy, whether insured and in force or not.
- 7) Other insurances: Damage to the Vehicle to the extent it is: a. more specifically insured elsewhere for the cover provided under this Waiver; or b. but for the existence of this Waiver would be insured elsewhere.
- 8) Monies Due: Where the applicable amount due for this Waiver has not been paid.
- 9) Previous repairs: Repair work required to rectify or amend previous repairs carried out, not covered under this Waiver.
- 10) Vehicle glass: Damage to windscreens, window glass, sunroofs, mirrors, lights or lenses.
- 11) Warranty: Damage which is covered by the Vehicle manufacturers' warranty or any extension purchased thereto.

### 3. GENERAL TERMS AND CONDITIONS

The following General Conditions apply to the whole of this Vehicle Cosmetic Repair Waiver. These describe Your responsibilities, general information and the procedures that apply in certain situations. This Waiver is subject to the laws of England and Wales.

- 1) Proposal: You must give Us all full, proper and truthful information as We may reasonably request at the outset, and inform Us throughout the life of this Waiver of any changes to that information. If You do not, this Cosmetic Repair Waiver may no longer be valid and We may refuse to deal with any claim.
- 2) Proposal or Statement of Fact: We have relied when agreeing to provide this Cosmetic Repair Waiver on the documents completed or supplied by You and all other information provided by You.
- 3) You must pay the amount due, as shown on Your Waiver Schedule, in order for this Waiver to be valid.
- 4) Change of address: You shall, as a condition of this Waiver, immediately notify Us or Our Administrators in writing of any change of address during the Waiver Period.
- 5) Change of ownership (of Vehicle): This Waiver is non-transferable.
- 6) Claim Limit and Aggregate Limit: The maximum payable on any one claim (including VAT) and the total Aggregate Limit under this Waiver are as per Your Waiver Schedule.
- 7) Fraud: If a claim is fraudulent in any respect or if fraudulent means are used by You, or by anyone acting on the Your behalf to obtain any benefit under this Waiver or if damage is caused by You, or the third parties' wilful act or default all benefit under this Waiver may be forfeited in respect of that claim. In such circumstances We may cancel coverage under this Waiver and We will not return any monies paid.
- 8) Misrepresentation: This Waiver may be voidable at Our discretion in the event of misrepresentation or deliberate or reckless nondisclosure by You of any facts relevant to a decision by the Provider on whether or not Your Vehicle should be covered.

### 4. CLAIMS PROCEDURE

This is a Vehicle Cosmetic Repair Waiver and as such Our Administrators will require certain information from You to ensure that the damage You report is Minor Repair Damage and in order to action Your claim efficiently. In order for Us or Our Administrators to authorise Your claim, We will require:

- Your Waiver number (as shown on Your Waiver Schedule)

- Confirmation that the damage is within the parameters of the Template. If Your claim is covered by the Waiver, We will issue authorisation for the Repair. A claims authorisation number will be issued together with an authorised amount for the Repair cost which is the maximum We will pay for the Repair, subject to the Aggregate Claim and any Excess payable by You as detailed in Your Waiver Schedule.
- You are to submit to Our Administrators details of the damage as required, including digital images. It is a condition precedent to Our liability under this Waiver that the Repair can only be carried out by Our authorised repairers. To notify us of a claim please telephone Our Administrators on 01616098111.

### Claims conditions

1. You shall, on reporting a claim, agree to comply with all Our reasonable requests to follow the claims procedures as explained in this Waiver and by Our Claims Administrators.
2. You shall, in the event of any occurrence that gives rise to a claim under this Waiver, give notice of the same to Our Administrators within 14 (fourteen) days of the incident.
3. You are required to check that the damage falls within the parameters of the Template provided, as You will be required to confirm this to Our Administrators when reporting the claim.
4. Any costs incurred in the event that the reported claim exceeds the parameters of the Template will be Your responsibility.
5. You will be responsible for payment of any Repair work carried out by the repairer that falls outside the scope of this Waiver.
6. Any Repair work carried out prior to receiving authorisation from Our Administrators will render the claim void and no payment will be made by Us.
7. Only We or Our Administrators are authorised to accept or reject claims, and as such We or Our Administrators may require You to allow Us or Our appointed representative to inspect the Vehicle which is subject to a claim.

### 5. SUBROGATION

- 5.1 We, at Our own expense, may take such proceedings as We think fit to enforce any rights and remedies against or obtain relief or indemnity from other parties to which We shall be or may become entitled or subrogated to under this Waiver and You at Our request and expense shall do such acts and things as may be reasonably required by Us for that purpose.

### 6. OTHER INSURANCES

- 6.1 We will not cover You if any loss You incur is insured by or would, but for the existence of this Waiver, be insured by any other Policy, except in respect of any amount beyond the amount payable under such other Policy, or which would have been payable under such other Policy had this Waiver not been effected.

### 7. PERIOD OF WAIVER

The Period of cover is set out in the Waiver Schedule. We reserve the right to refuse to renew the Waiver. Cover will be provided for a period of up to a maximum of 3 years.

### 8. THIRD PARTIES

- 8.1 Except for other members of Our group of companies, a person or company who was not a party to this Waiver has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this Waiver, but this does not affect any right or remedy of a third party which exists or is available apart from such Act.
- 8.2 You must tell Us if You have other insurance that provides the same or similar types of cover as this Waiver. We will not pay more than Our share of any claim if this is covered by other insurance.



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## TERMS & CONDITIONS

### 9. DATA PROTECTION

We are the Data Controller for the data You provide to Us. We need to use Your data in order to arrange Your insurance and associated products.

You are obliged to provide information without which We will be unable to provide a service to You. Any personal information provided by You may be held by the Insurer in relation to Your insurance cover. It may be used by Our relevant staff in making a decision concerning Your insurance and for the purpose of servicing Your cover and administering claims.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. 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. If You provide false or inaccurate information and We suspect fraud, We will record this.

We and other organisations may use these records to:

- Help make decisions on insurance proposals and insurance claims, for You and members of Your household
- Trace debtors, recover debt, prevent fraud, and manage Your insurance policies
- Check Your identity to prevent money laundering, unless You furnish Us with satisfactory proof of identity.

We process all data in the UK but where We need to disclose data to parties outside the European Economic Area (EEA) We will take reasonable steps to ensure the privacy of Your data. In order to protect Our legal position, We will retain Your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of Your data. Under GDPR legislation, You can ask Us for a copy of the data We hold, have it corrected, sent to a third party or deleted (subject to Our need to hold data for legal reasons). We will not make Your personal details available to any companies to use for their own marketing purposes. If You wish to complain about how We have handled Your data, You can contact Us and We will investigate the matter. If You are not satisfied with Our response or believe We are processing Your data incorrectly You can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

### 10. CHANGES TO THIS WAIVER

- We shall not change the terms and conditions of this Waiver without notifying You in writing first.
- We may need to change the terms and conditions of this Waiver because of a change in the law or to regulations.
- You may make a request to the Administrator to make changes to this Waiver.

### 11. CANCELLATION

#### *Cancellation by You*

If You find that this waiver does not meet Your needs, please contact Our Administrators, in writing, within 30 days of receiving the Proposal Form and We will cancel cover and You will receive a full refund of any monies paid. If You give due notice of cancellation, cover under this waiver will cease from the date of delivery or posting of the notice of cancellation. There will be no refund of any monies paid, if You have already submitted a claim.

If You wish to cancel this waiver at any time after the 30-day period, You can do so by giving immediate written notice to the Administrators. Although no rebate of any monies paid will be given, You can transfer the remaining term of this waiver to any replacement vehicle that You purchase, so long as it meets the eligibility criteria. Please see "Transfer of Cover" in this waiver for full details.

If the purchase of this Waiver was made by way of a Financing Agreement with the Administrator and You wish to cancel, then in the first instance any rebate will be used to settle this Financing Agreement and pay the administration fee and any amount remaining will then be rebated in the form of a cheque, made payable to You.

If written notice of cancellation is not given within the 30-day period, then You will be responsible for payment of any monies due and if You wish to cancel this waiver at any time after the 30-day period, You can do so by giving immediate written notice to the Administrators but there will be no refund of any monies paid by You.

#### *Cancellation by Us*

We may cancel this waiver (and there will be NO refund of any monies paid), if in Our opinion You have at any time:

- Deliberately or recklessly given Us false or incomplete information
- Agreed to help anyone try to take money from Us dishonestly,
- Failed to meet the terms and conditions of this waiver; or
- Failed to act honestly towards Us.

We may also cancel this waiver at any time, by giving You 14 days' written notice to Your last known address and You will receive a pro-rata refund of any monies paid (so long as no claim has been made), if there is a change in the law or regulation or due to such We are unable to continue to provide this waiver.

### 12. APPLICABLE LAW

This Waiver is subject to the law of England and Wales.

### 13. ASSIGNMENT

We may transfer, charge, mortgage, subcontract or deal in any other manner with all or any of Our rights or obligations under this Waiver. You may not transfer or assign this Waiver.

### 14. SEVERANCE AND WAIVER

- If any court or competent authority finds that any provision of this Waiver (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Waiver shall not be affected.
- If any invalid, unenforceable or illegal provision of these Cosmetic Repair Waiver terms and conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and, to the greatest extent possible, achieves the parties' original intention.
- Failure to exercise, or any delay in exercising, any right or remedy provided under this Waiver by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy. No single or partial exercise of any right or remedy provided under this Waiver or by law shall preclude or restrict the further exercise of that right or remedy.
- A waiver (which may be given subject to conditions) of any right or remedy provided under this Waiver or by law shall only be effective if it is in writing. It shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.
- Unless specifically provided otherwise, rights arising under this Waiver are cumulative and do not exclude rights provided by law.

### 15. COMPLAINTS PROCEDURE

If you have a cause for complaint, you should contact the Administrator, as above. Should you be dissatisfied with their response you may have the right to refer your complaint to the Financial Ombudsman Service. This right is in addition to your legal right as a consumer.

### 16. TRANSFER OF COVER

If You sell the Covered Vehicle, You may apply to Us to keep the waiver and transfer it to Your new vehicle, so long as the new Vehicle meets all of the same eligibility criteria, but You must, at Your own expense, provide the Administrator with:

- a copy of the receipt detailing the new vehicle purchase, which should list the vehicle details (including but not limited to: vehicle registration, make, model, supplying dealer, date of purchase and mileage at time of purchase);
- a copy of the V5 transfer document from the vehicle's previous owner to You;
- a £15 transfer fee to the Administrator.

Any transfer request must be registered with Our Administrator within 30 days of the Vehicle sale; any transfer request outside of this period will be refused. Any transfer is subject to these original terms and conditions.

# COSMETIC REPAIR WAIVER



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This is a document about the Cosmetic Repair Waiver and does not contain the full terms and conditions of the, which can be found in the waiver document itself. It is important that you read the full document carefully if you decide to buy the coverage.

**The Provider** The Provider is the dealer or third party who has arranged this waiver for You.

**Administrator** The Administrator is Motor Products Online Limited ("Administrator"), registered address: 70 Eastbourne Road, Southport, Merseyside, PR8 4DU. Telephone: 01704 552100.

**Demands and needs** The customer named on the Proposal has purchased a Vehicle and believes that this waiver would be beneficial to them. The customer has been advised of the details of cover, including the main benefits and exclusions and limitations of cover and they are not aware of any other protection that they currently have that makes this cover unsuitable. The customer is aware of their obligation to provide all material information and has made a reasoned decision on the basis of the information provided in this waiver. The customer also has a period of 30 days after the commencement of the waiver to cancel the contract if they wish to reconsider their decision

**Significant features and benefits** This Waiver provides You with cover for the Repair of Minor Dents, Light Scratches or Scuffs less than 30 (thirty) cm in diameter or 3mm in depth and for stone Chips less than 1.5 (one point five) mm to the Covered Vehicle occurring as a result of Day to Day Motoring, during the Waiver Period whilst Your Vehicle is in the Territorial Limits and subject to these terms and conditions.

If the Repair cannot be carried out and is deemed only repairable by a bodyshop, a contribution of up to £250 towards Your motor insurance excess will be paid (on the production of an invoice to show the repair has been carried out and a claim has been made on Your motor insurance policy).

## SUMMARY OF SIGNIFICANT EXCLUSIONS AND LIMITATIONS

The following will not be covered:

1. Any Vehicle:
  - a. with a gross vehicle weight exceeding 5 tonnes.
  - b. classed as a motorcycle, scooter, three wheeled vehicle, quad bike, boat or trailer;
  - c. which is used for business use or as part of Your employment;
2. Any damage to the Vehicle:
  - a. which is not Minor Repair Damage;
  - b. which was incurred prior to the inception of the waiver;
  - c. which was incurred more than 14 (fourteen) days prior to the claim being reported;
  - d. resulting in cracked or dented bumpers;
  - e. where Our appointed repairer confirms the repair requires a body-shop repair and is not a Cosmetic Repair (Our appointed repairer's decision is final);
  - f. caused by or to stickers or decals;
  - g. resulting in the replacement of any, body panel or part of the Vehicle;
  - h. where the cost of the Repairs exceeds the Claim Limit irrespective of the size of damage;
  - i. involving wheels, accessories, door mouldings, window mouldings, lamps of any type or any window or glass panel;
  - j. involving beading, locks and handles or mouldings;
  - k. involving roofs and bonnets except where a Cosmetic Repair is achievable (body shop repairs are excluded).
3. Any claims in respect of:
  - a. any third party damage, which caused bodily injury;

- b. claims made in excess of Your Aggregate Limit;
  - c. where You have not signed and dated the Waiver Schedule;
  - d. any loss or damage caused by, arising from or contributed to by:
    - i. ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel;
    - or ii. the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it; e. any loss or damage caused by war, revolution or any similar event;
  - f. any mobile phone, phone call and postage costs;
  - g. delays or failure in delivering service to You due to any extraordinary event or circumstance which are outside Our reasonable control, such as severe weather conditions.
- 4) Gradually operating effects: Damage caused by rust, corrosion or decay of any kind, insects, vermin, wet or dry rot or mould.
  - 5) Misuse: Damage caused as a result of the Vehicle(s) being used for a purpose for which it is not intended.
  - 6) Motor policy: Damage caused by or resulting from a motor accident or collision, theft, attempted theft, fire, break-in, vandalism or exposure to weather conditions which would more normally be insured by a comprehensive insurance motor policy, whether insured and in force or not.
  - 7) Other insurances: Damage to the Vehicle to the extent it is: a. more specifically insured elsewhere for the cover provided under this Waiver; or b. but for the existence of this Waiver would be insured elsewhere.
  - 8) Payment: Where the applicable monies due have not been paid.
  - 9) Previous repairs: Repair work required to rectify or amend previous repairs carried out, not covered under this Waiver.
  - 10) Vehicle glass: Damage to windscreens, window glass, sunroofs, mirrors, lights or lenses.
  - 11) Warranty: Damage which is covered by the Vehicle manufacturers' warranty or any extension purchased thereto.

## DURATION OF WAIVER / PERIOD OF COVER

Cover will be provided for a period of up to 3 years, as specified in your Waiver Schedule.

## ELIGIBILITY

To be eligible for cover under this waiver you must:

1. You are eligible for cover if:
  - Your Vehicle has been purchased from a franchised dealer within the last 90 days, and;
  - Your Vehicle is less than 7 years old and has covered less than 80,000 miles at the inception of this Waiver and have cost less than £100,000.
2. The covered vehicle must weigh 5 tons or less; must be a motorcar, motorhome, caravan or a light commercial vehicle; You must not use the Covered Vehicle for pace making, racing, speed testing, or reliability trials, for emergency services or for Hire & Reward.
3. The covered vehicle must have been purchased by you within England, Wales, Northern Ireland, Scotland, the Channel Islands or the Isle of Man.

## CANCELLATION

*Cancellation by You*

If You find that this waiver does not meet Your needs, please contact Our Administrators, in writing, within 30 days of receiving the Proposal Form and We will cancel

## PRODUCT SUMMARY

cover and You will receive a full refund of any monies paid. If You give due notice of cancellation, cover under this waiver will cease from the date of delivery or posting of the notice of cancellation. There will be no refund of any monies paid, if You have already submitted a claim.

If You wish to cancel this waiver at any time after the 30-day period, You can do so by giving immediate written notice to the Administrators. Although no rebate of any monies paid will be given, You can transfer the remaining term of this waiver to any replacement vehicle that You purchase, so long as it meets the eligibility criteria. Please see "Transfer of Cover" in this waiver for full details.

If the purchase of this Waiver was made by way of a Financing Agreement with the Administrator and You wish to cancel, then in the first instance any rebate will be used to settle this Financing Agreement and pay the administration fee and any amount remaining will then be rebated in the form of a cheque, made payable to You.

If written notice of cancellation is not given within the 30-day period, then You will be responsible for payment of any monies due and if You wish to cancel this waiver at any time after the 30-day period, You can do so by giving immediate written notice to the Administrators but there will be no refund of any monies paid by You.

### *Cancellation by Us*

We may cancel this waiver (and there will be NO refund of any monies paid), if in Our opinion You have at any time:

1. Deliberately or recklessly given Us false or incomplete information
2. Agreed to help anyone try to take money from Us dishonestly,
3. Failed to meet the terms and conditions of this waiver; or
4. Failed to act honestly towards Us.

We may also cancel this waiver at any time, by giving You 14 days' written notice to Your last known address and You will receive a pro-rata refund of any monies paid (so long as no claim has been made), if there is a change in the law or regulation or due to such We are unable to continue to provide this waiver.

## MAKING A CLAIM

This is a Vehicle Cosmetic Repair Waiver and as such Our Administrators will require certain information from You to ensure that the damage You report is Minor Repair Damage and in order to action Your claim efficiently. In order for Us or Our Administrators to authorise Your claim, We will require:

- Your Waiver number (as shown on Your Waiver Schedule)
- Confirmation that the damage is within the parameters of the Template. If Your claim is covered by the Waiver, We will issue authorisation for the Repair. A claims authorisation number will be issued together with an authorised amount for the Repair cost which is the maximum We will pay for the Repair, subject to the Aggregate Limit and any Excess payable by You as detailed in Your Waiver Schedule.
- You are to submit to Our Administrators details of the damage as required, including digital images.

It is a condition precedent to Our liability under this Waiver that the Repair can only be carried out by Our authorised repairers. To notify us of a claim please telephone Our Administrators on 01616098111.

## COMPLAINTS PROCEDURE

If you have a cause for complaint, you should contact the Administrator, as above. Should you be dissatisfied with their response you may have the right to refer your complaint to the Financial Ombudsman Service. This right is in addition to your legal right as a consumer.

# COSMETIC REPAIR WAIVER



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## CLAIMS CONDITIONS

1. You shall, on reporting a claim, agree to comply with all Our reasonable requests to follow the claims procedures as explained in this Waiver and by Our Claims Administrators.
2. You shall, in the event of any occurrence that gives rise to a claim under this Waiver, give notice of the same to Our Administrators within 14 (fourteen) days of the incident.
3. You are required to check that the damage falls within the parameters of the Template provided, as You will be required to confirm this to Our Administrators when reporting the claim.

## PRODUCT SUMMARY

4. Any costs incurred in the event that the reported claim exceeds the parameters of the Template will be Your responsibility.
5. You will be responsible for payment of any Repair work carried out by the repairer that falls outside the scope of this Waiver.
6. Any Repair work carried out prior to receiving authorisation from Our Administrators will render the claim void and no payment will be made by Us.
7. Only We or Our Administrators are authorised to accept or reject claims, and as such We or Our Administrators may require You to allow Us or Our appointed representative to inspect the Vehicle which is subject to a claim.

## COMPLAINTS PROCEDURE

If you have a cause for complaint, you should contact the Administrator, as above. Should you be dissatisfied with their response you may have the right to refer your complaint to the Financial Ombudsman Service. This right is in addition to your legal right as a consumer.

## LAW APPLICABLE

The waiver shall be subject to the law of England and Wales.

## TERMS & CONDITIONS

### COSMETIC REPAIR WAIVER

1. Motor Products Online Limited ("Administrator") will administer this Waiver for You and will be the point of contact for any queries relating to this Waiver. You can contact Motor Products Online Limited at their registered address:

70 Eastbourne Road, Southport, Merseyside, PR8 4DU.

Telephone: 01704 320105.

Motor Products Online Limited is an appointed representative of Rest Ashored Limited, who are authorised and regulated by the Financial Conduct Authority (FCA No 732530). You can visit the Financial Conduct Authority's website at [www.fca.org.uk](http://www.fca.org.uk).

2. Where words in this document have been capitalised, such as 'Waiver Schedule', it means they have been given a special meaning which is explained in the section entitled 'Meaning of Words'. Throughout this document 'We', 'Us', 'Our' means the Provider, who arranged this Waiver and 'You' or 'Your' means the person covered by this Waiver.
3. This Cosmetic Repair Waiver comprises of:
  - a. the waiver wording set out in this document, which contains details of the benefit, terms, conditions and exclusions of this waiver;
  - b. Your Waiver Schedule, showing who is covered under the Waiver, the Period of Cover and the maximum Benefit payable; and
  - c. Any additional endorsements.
4. Please read these documents fully and carefully to familiarise yourself with the details of Your Waiver, and what is and is not covered.
5. Please note that there are specific conditions and exclusions which apply to specific sections of the Waiver and there are general conditions and exclusions which apply to the Waiver as a whole. Your Waiver Schedule is Your evidence that You have been accepted for cover. This Waiver is effective during the Period of Cover specified in Your Waiver Schedule.
6. This Waiver provides You with cover for the Repair of Minor Dents, Light Scratches or Scuffs less than 30 (thirty) cm in diameter or 3mm in depth and for stone Chips less than 1.5 (one point five) mm to the Covered Vehicle occurring as a result of Day to Day Motoring, during the Waiver Period whilst Your Vehicle is in the Territorial Limits and subject to these terms and conditions..

7. We will pay the Benefit specified in the Waiver Schedule attached to and forming part of this Waiver subject to:
  1. Payment of the amount due as specified; and
  2. The terms, conditions and exclusions of this Waiver.

## DEFINITIONS

Wherever the following words and phrases appear with a capital letter, they will always have the following meanings.

**Administrators:** Our appointed administrators for this Waiver, being Motor Products Online Limited, 70 Eastbourne Road, Southport, Merseyside, PR8 4DU. Tel 01704 552100.

**Aggregate Limit:** Is the maximum amount of all single Repair costs added together that You can claim in total during any 12-month period of this Waiver, as shown in Your Waiver Schedule.

**Chip(s):** Minor Repair Damage to the painted Vehicle, not exceeding 1.5 (one point five) mm in diameter. Chip(s) will be repaired using the touch-in method where they will be weather-proofed to prevent further corrosion.

**Claim Limit:** Means the maximum amount which can be claimed for a single Repair.

**Cosmetic Repair:** Means Repairs carried out using 'Small to Medium Area Repair Technology'.

**Cosmetic Repair Waiver:** Means the cover provided on the terms and subject to the Waiver conditions, limitations and exclusions set out within this document.

**Data Controller:** The Insurer, who determines the purposes and means of processing Your personal data.

**Day to Day Motoring:** Means the use of the Vehicle for social, domestic and pleasure purposes including journeys to and from a permanent place of work. Cover is not provided where the Vehicle is used as part of your employment.

**Excess:** Means the amount of money You will have to pay in the event of a claim, as specified in Your Waiver Schedule.

**Hire & Reward:** Means the use of the vehicle for the purpose of a taxi, driving school, private hire, courier services, daily rental / self-drive hire, as an emergency service vehicle, or as designed to carry more than 8 people including the driver.

**Light Scratch(es):** Means damage to the Vehicle body panel not exceeding 30 (thirty) cm in length and not extended over more than 2 (two) adjacent body panels or 3mm in depth.

**Minor Repair Damage (not including body-shop repairs):** means a mobile repair technique which involves restoring eligible areas as near to the original condition as is possible. Damage to large, flat surfaces, roofs, bonnets and boots are only subject to stone chip repairs, and will be Weatherproofed and Disguised only.

**Minor Dent(s):** Minor Repair Damage (excluding ripped, perforated or torn damage) to a metal body panel not exceeding 30 (thirty) cm in diameter or 3mm in depth and where such panel has not been ripped, torn or perforated.

**PDR Paint-less Dent Repair (PDR):** is a Repair technique which is used where the paint is not broken and access can be gained to the panel and the Minor Dent is greater than 2.5 (two and a half) cm away from the panel edge.

**Waiver Period / Period of Cover / Period of Waiver:** Means the period, as shown on Your Schedule, between the start date and expiry date of this Waiver, provided We have received payment of the monies due for this Waiver.

**Waiver Schedule:** Is the schedule issued by Us which contains details of Your Vehicle, Your Waiver start and expiry dates, Your Waiver Excess and any additional information provided in support of Your application for cover under this Waiver. Your Waiver Schedule forms part of the Cosmetic Repair Waiver.

**Monies Due:** The amount shown on Your Waiver Schedule which is payable on the date shown in consideration of the cover provided under this Waiver.

**Repair / Repairable:** Minor Repair Damage which falls within the Template parameters.

**Scuff(s)** Light scraping of the top surface paint, not penetrating to the base material of the painted Vehicle and not exceeding 30 (thirty) cm in diameter or 3mm in depth.

**Template:** Is the cut-out template provided in these terms and conditions. To be considered for a claim, any damage must fit within the Template, held in a single location.

**Territorial Limits / UK:** Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

**Vehicle / Covered Vehicle:** Your motor vehicle as detailed in the Waiver Schedule;

**We / Our / Us / Provider** Means the dealer or third party who has arranged this waiver for You.

**Weatherproofed and Disguised:** means a repair technique which can be applied only to a Chip. The repair will not restore the damaged area back to its original condition as it is limited to a paint touch-in to protect the area from further damage or corrosion. Damage will remain slightly visible.

**You / Your:** The person shown as the person on the Waiver Schedule.

# COSMETIC REPAIR WAIVER



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## TERMS & CONDITIONS

### 1. WHAT IS COVERED

This Waiver provides You with cover for the Repair of Minor Dents, Light Scratches or Scuffs less than 30 (thirty) cm in diameter or 3mm in depth and for stone Chips less than 1.5 (one point five) mm to the Covered Vehicle occurring as a result of Day to Day Motoring, during the Waiver Period whilst Your Vehicle is in the Territorial Limits and subject to these terms and conditions.

If the Repair cannot be carried out and is deemed only repairable by a bodyshop, a contribution of up to £250 towards Your motor insurance excess will be paid (on the production of an invoice to show the repair has been carried out and a claim has been made on Your motor insurance policy).

### 2. WHAT IS NOT COVERED

The following will not be covered:

- 1) Any Vehicle:
  - a. with a gross vehicle weight exceeding 5 tonnes.
  - b. classed as a motorcycle, scooter, three wheeled vehicle, quad bike, boat or trailer;
  - c. which is used for business use or as part of Your employment;
- 2) Any damage to the Vehicle:
  - a. which is not Minor Repair Damage;
  - b. which was incurred prior to the inception of the Waiver;
  - c. which was incurred more than 14 (fourteen) days prior to the claim being reported;
  - d. resulting in cracked or dented bumpers;
  - e. where Our appointed repairer confirms the repair requires a body-shop repair and is not a Cosmetic Repair (Our appointed repairer's decision is final);
  - f. caused by or to stickers or decals;
  - g. resulting in the replacement of any, body panel or part of the Vehicle;
  - h. where the cost of the Repairs exceeds the Claim Limit irrespective of the size of damage;
  - i. involving wheels, accessories, door mouldings, window mouldings, lamps of any type or any window or glass panel;
  - j. involving beading, locks and handles or mouldings;
  - k. involving roofs and bonnets except where a Cosmetic Repair is achievable (body shop repairs are excluded).
- 3) Any claims in respect of:
  - a. any third party damage, which caused bodily injury;
  - b. claims made in excess of Your Aggregate Limit;
  - c. where You have not signed and dated the Waiver Schedule;
  - d. any loss or damage caused by, arising from or contributed to by:
    - i. ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste which results from burning nuclear fuel;
    - or ii. the radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it; e. any loss or damage caused by war, revolution or any similar event;
  - f. any mobile phone, phone call and postage costs;
  - g. delays or failure in delivering service to You due to any extraordinary event or circumstance which are outside Our reasonable control, such as severe weather conditions.

- 4) Gradually operating effects: Damage caused by rust, corrosion or decay of any kind, insects, vermin, wet or dry rot or mould.
- 5) Misuse: Damage caused as a result of the Vehicle(s) being used for a purpose for which it is not intended.
- 6) Motor policy: Damage caused by or resulting from a motor accident or collision, theft, attempted theft, fire, break-in, vandalism or exposure to weather conditions which would more normally be insured by a comprehensive insurance motor policy, whether insured and in force or not.
- 7) Other insurances: Damage to the Vehicle to the extent it is: a. more specifically insured elsewhere for the cover provided under this Waiver; or b. but for the existence of this Waiver would be insured elsewhere.
- 8) Monies Due: Where the applicable amount due for this Waiver has not been paid.
- 9) Previous repairs: Repair work required to rectify or amend previous repairs carried out, not covered under this Waiver.
- 10) Vehicle glass: Damage to windscreens, window glass, sunroofs, mirrors, lights or lenses.
- 11) Warranty: Damage which is covered by the Vehicle manufacturers' warranty or any extension purchased thereto.

### 3. GENERAL TERMS AND CONDITIONS

The following General Conditions apply to the whole of this Vehicle Cosmetic Repair Waiver. These describe Your responsibilities, general information and the procedures that apply in certain situations. This Waiver is subject to the laws of England and Wales.

- 1) Proposal: You must give Us all full, proper and truthful information as We may reasonably request at the outset, and inform Us throughout the life of this Waiver of any changes to that information. If You do not, this Cosmetic Repair Waiver may no longer be valid and We may refuse to deal with any claim.
- 2) Proposal or Statement of Fact: We have relied when agreeing to provide this Cosmetic Repair Waiver on the documents completed or supplied by You and all other information provided by You.
- 3) You must pay the amount due, as shown on Your Waiver Schedule, in order for this Waiver to be valid.
- 4) Change of address: You shall, as a condition of this Waiver, immediately notify Us or Our Administrators in writing of any change of address during the Waiver Period
- 5) Change of ownership (of Vehicle): This Waiver is non-transferable.
- 6) Claim Limit and Aggregate Limit: The maximum payable on any one claim (including VAT) and the total Aggregate Limit under this Waiver are as per Your Waiver Schedule.
- 7) Fraud: If a claim is fraudulent in any respect or if fraudulent means are used by You, or by anyone acting on the Your behalf to obtain any benefit under this Waiver or if damage is caused by You, or the third parties' wilful act or default all benefit under this Waiver may be forfeited in respect of that claim. In such circumstances We may cancel coverage under this Waiver and We will not return any monies paid.
- 8) Misrepresentation: This Waiver may be voidable at Our discretion in the event of misrepresentation or deliberate or reckless nondisclosure by You of any facts relevant to a decision by the Provider on whether or not Your Vehicle should be covered.

### 4. CLAIMS PROCEDURE

This is a Vehicle Cosmetic Repair Waiver and as such Our Administrators will require certain information from You to ensure that the damage You report is Minor Repair Damage and in order to action Your claim efficiently. In order for Us or Our Administrators to authorise Your claim, We will require:

- Your Waiver number (as shown on Your Waiver Schedule)

- Confirmation that the damage is within the parameters of the Template. If Your claim is covered by the Waiver, We will issue authorisation for the Repair. A claims authorisation number will be issued together with an authorised amount for the Repair cost which is the maximum We will pay for the Repair, subject to the Aggregate Claim and any Excess payable by You as detailed in Your Waiver Schedule.
- You are to submit to Our Administrators details of the damage as required, including digital images. It is a condition precedent to Our liability under this Waiver that the Repair can only be carried out by Our authorised repairers. To notify us of a claim please telephone Our Administrators on 01616098111

### Claims conditions

1. You shall, on reporting a claim, agree to comply with all Our reasonable requests to follow the claims procedures as explained in this Waiver and by Our Claims Administrators.
2. You shall, in the event of any occurrence that gives rise to a claim under this Waiver, give notice of the same to Our Administrators within 14 (fourteen) days of the incident.
3. You are required to check that the damage falls within the parameters of the Template provided, as You will be required to confirm this to Our Administrators when reporting the claim.
4. Any costs incurred in the event that the reported claim exceeds the parameters of the Template will be Your responsibility.
5. You will be responsible for payment of any Repair work carried out by the repairer that falls outside the scope of this Waiver.
6. Any Repair work carried out prior to receiving authorisation from Our Administrators will render the claim void and no payment will be made by Us.
7. Only We or Our Administrators are authorised to accept or reject claims, and as such We or Our Administrators may require You to allow Us or Our appointed representative to inspect the Vehicle which is subject to a claim.

### 5. SUBROGATION

- 5.1 We, at Our own expense, may take such proceedings as We think fit to enforce any rights and remedies against or obtain relief or indemnity from other parties to which We shall be or may become entitled or subrogated to under this Waiver and You at Our request and expense shall do such acts and things as may be reasonably required by Us for that purpose.

### 6. OTHER INSURANCES

- 6.1 We will not cover You if any loss You incur is insured by or would, but for the existence of this Waiver, be insured by any other Policy, except in respect of any amount beyond the amount payable under such other Policy, or which would have been payable under such other Policy had this Waiver not been effected.

### 7. PERIOD OF WAIVER

The Period of cover is set out in the Waiver Schedule. We reserve the right to refuse to renew the Waiver. Cover will be provided for a period of up to a maximum of 3 years.

### 8. THIRD PARTIES

- 8.1 Except for other members of Our group of companies, a person or company who was not a party to this Waiver has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this Waiver, but this does not affect any right or remedy of a third party which exists or is available apart from such Act.
- 8.2 You must tell Us if You have other insurance that provides the same or similar types of cover as this Waiver. We will not pay more than Our share of any claim if this is covered by other insurance.





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## TERMS &amp; CONDITIONS

**9. DATA PROTECTION**

We are the Data Controller for the data You provide to Us. We need to use Your data in order to arrange Your insurance and associated products.

You are obliged to provide information without which We will be unable to provide a service to You. Any personal information provided by You may be held by the Insurer in relation to Your insurance cover. It may be used by Our relevant staff in making a decision concerning Your insurance and for the purpose of servicing Your cover and administering claims.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. 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. If You provide false or inaccurate information and We suspect fraud, We will record this.

We and other organisations may use these records to:

- a. Help make decisions on insurance proposals and insurance claims, for You and members of Your household
- b. Trace debtors, recover debt, prevent fraud, and manage Your insurance policies
- c. Check Your identity to prevent money laundering, unless You furnish Us with satisfactory proof of identity.

We process all data in the UK but where We need to disclose data to parties outside the European Economic Area (EEA) We will take reasonable steps to ensure the privacy of Your data. In order to protect Our legal position, We will retain Your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of Your data. Under GDPR legislation, You can ask Us for a copy of the data We hold, have it corrected, sent to a third party or deleted (subject to Our need to hold data for legal reasons). We will not make Your personal details available to any companies to use for their own marketing purposes. If You wish to complain about how We have handled Your data, You can contact Us and We will investigate the matter. If You are not satisfied with Our response or believe We are processing Your data incorrectly You can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

**10. CHANGES TO THIS WAIVER**

- 10.1 We shall not change the terms and conditions of this Waiver without notifying You in writing first.
- 10.2 We may need to change the terms and conditions of this Waiver because of a change in the law or to regulations.
- 10.3 You may make a request to the Administrator to make changes to this Waiver.

**11. CANCELLATION***Cancellation by You*

If You find that this waiver does not meet Your needs, please contact Our Administrators, in writing, within 30 days of receiving the Proposal Form and We will cancel cover and You will receive a full refund of any monies paid. If You give due notice of cancellation, cover under this waiver will cease from the date of delivery or posting of the notice of cancellation. There will be no refund of any monies paid, if You have already submitted a claim.

If You wish to cancel this waiver at any time after the 30-day period, You can do so by giving immediate written notice to the Administrators. Although no rebate of any monies paid will be given, You can transfer the remaining term of this waiver to any replacement vehicle that You purchase, so long as it meets the eligibility criteria. Please see "Transfer of Cover" in this waiver for full details.

If the purchase of this Waiver was made by way of a Financing Agreement with the Administrator and You wish to cancel, then in the first instance any rebate will be used to settle this Financing Agreement and pay the administration fee and any amount remaining will then be rebated in the form of a cheque, made payable to You.

If written notice of cancellation is not given within the 30-day period, then You will be responsible for payment of any monies due and if You wish to cancel this waiver at any time after the 30-day period, You can do so by giving immediate written notice to the Administrators but there will be no refund of any monies paid by You.

*Cancellation by Us*

We may cancel this waiver (and there will be NO refund of any monies paid), if in Our opinion You have at any time:

1. Deliberately or recklessly Given Us false or incomplete information
2. Agreed to help anyone try to take money from Us dishonestly,
3. Failed to meet the terms and conditions of this waiver; or
4. Failed to act honestly towards Us.

We may also cancel this waiver at any time, by giving You 14 days' written notice to Your last known address and You will receive a pro-rata refund of any monies paid (so long as no claim has been made), if there is a change in the law or regulation or due to such We are unable to continue to provide this waiver.

**12. APPLICABLE LAW**

This Waiver is subject to the law of England and Wales.

**13. ASSIGNMENT**

We may transfer, charge, mortgage, subcontract or deal in any other manner with all or any of Our rights or obligations under this Waiver. You may not transfer or assign this Waiver.

**14. SEVERANCE AND WAIVER**

- 14.1 If any court or competent authority finds that any provision of this Waiver (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Waiver shall not be affected.
- 14.2 If any invalid, unenforceable or illegal provision of these Cosmetic Repair Waiver terms and conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and, to the greatest extent possible, achieves the parties' original intention.
- 14.3 Failure to exercise, or any delay in exercising, any right or remedy provided under this Waiver by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy. No single or partial exercise of any right or remedy provided under this Waiver or by law shall preclude or restrict the further exercise of that right or remedy.
- 14.4 A waiver (which may be given subject to conditions) of any right or remedy provided under this Waiver or by law shall only be effective if it is in writing. It shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.
- 14.5 Unless specifically provided otherwise, rights arising under this Waiver are cumulative and do not exclude rights provided by law.

**15. COMPLAINTS PROCEDURE**

If you have a cause for complaint, you should contact the Administrator, as above. Should you be dissatisfied with their response you may have the right to refer your complaint to the Financial Ombudsman Service. This right is in addition to your legal right as a consumer.

**16. TRANSFER OF COVER**

If You sell the Covered Vehicle, You may apply to Us to keep the waiver and transfer it to Your new vehicle, so long as the new Vehicle meets all of the same eligibility criteria, but You must, at Your own expense, provide the Administrator with:

- I. a copy of the receipt detailing the new vehicle purchase, which should list the vehicle details (including but not limited to: vehicle registration, make, model, supplying dealer, date of purchase and mileage at time of purchase);
- II. a copy of the V5 transfer document from the vehicle's previous owner to You;
- III. a £15 transfer fee to the Administrator.

Any transfer request must be registered with Our Administrator within 30 days of the Vehicle sale; any transfer request outside of this period will be refused. Any transfer is subject to these original terms and conditions.

# ALLOY WHEEL WAIVER



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This is a document about the Alloy Wheel waiver and does not contain the full terms and conditions of the Waiver, which can be found in this document itself. It is important that you read the full document carefully if you decide to buy the Waiver.

## Administrator

The Administrator is Motor Products Online Limited ("Administrator"), registered address: 70 Eastbourne Road, Southport, Merseyside, PR8 4DU. Telephone: 01704 552100.

## Demands and Needs

The customer named on the Schedule has purchased a Vehicle and believes that this Waiver would be beneficial to them. The customer has been advised of the details of cover, including the main benefits and exclusions and limitations of cover and they are not aware of any other waiver that they currently have that makes this cover unsuitable. The customer is aware of their obligation to provide all material information and has made a reasoned decision on the basis of the information provided in this Waiver. The customer also has a period of 30 days after the commencement of the Waiver to cancel the contract if they wish to reconsider their decision.

## Significant features and benefits

Within the Period of Waiver, the Provider will pay for the cost of repairs resulting from Accidental Damage to Your Alloy Wheels. The Provider will pay for a specialist repairer to attempt repairs to Your Alloy Wheel to their best endeavours.

In the event that Your Alloy Wheel cannot be safely repaired, the Provider will pay a contribution towards the cost a like for like replacement, being the individual claim limit, shown on Your Waiver Schedule.

The maximum amount the Provider will pay for any Alloy Wheel repair per individual wheel and the maximum liability is indicated on Your Waiver Schedule.

## Summary of significant exclusions and limitations

The following will not be covered:

1. Any Excess as stated on Your Waiver Schedule, applied in respect of each repair
2. Your Waiver does not cover any claim in respect of / for:
  - 2.1. any loss of use of Your Vehicle or any consequential loss of any kind;
  - 2.2. any damage caused by a third party for general maintenance to Your Vehicle;
  - 2.3. any damage incurred prior to the inception of the Waiver
  - 2.4. where Our approved specialist repairer has to travel outside of the Geographical Area to attempt repair of Your Alloy Wheels;
  - 2.5. which is the subject of fraud, false actions or dishonesty.
  - 2.6. where the loss is covered by any other insurance.
3. Your Waiver will not cover:
  - 3.1. Your Vehicle where it is a commercial Vehicle;
  - 3.2. Your Vehicle where it is an emergency Vehicle, taxi, hire and reward or rental Vehicle, motorcycle or if Your Vehicle is used for dispatch, road-racing, rallying, pace-making, speed testing or any other competitive event.
  - 3.3. a defect which is deemed not to be Accidental Damage.
  - 3.4. general wear and tear or neglect;

- 3.5. theft of Your Alloy Wheels;
- 3.6. where the damage to Your Alloy Wheels is deemed to be a manufacturing defect;
- 3.7. any act or omission which is wilful or unlawful.
- 3.8. Repairs to previously repaired damage.

## Duration of waiver

Cover will be provided for a period of up to 3 years, as specified in your Waiver Schedule.

Your Waiver will start from the date shown on Your Waiver Schedule. Your Waiver terminates as soon as any of the following events occur.

1. The expiry date, as shown in Your Waiver Schedule is reached;
2. You, or anyone representing You, defrauds or deliberately misleads the Provider or Us;
3. You modify the Alloy Wheels.
4. You reach the maximum liability as indicated on Your Waiver Schedule.
5. The payment due for this Waiver is not paid; and
6. The Vehicle, as shown in Your Waiver Schedule, is sold or transferred to a new owner.

It is Our intention that this Waiver will not be renewed.

## Eligibility

You can apply for cover under this Waiver if at inception:

1. Your Vehicle is under 7 years old and has covered less than 100,000 miles or for Prestige Waiver Your Vehicle is under 5 years old and has covered less than 50,000 miles at the start of this waiver.
2. Your Vehicle was purchased from a motor dealer within the last 90 days or;
3. Your Vehicle was inspected by Us and was free from damage at the start of this Waiver.
4. Your Vehicle meets the definition of "Vehicle / Covered Vehicle"
5. The covered vehicle must not be worth more than £100,000; and must weigh 5 tons or less;
6. The covered vehicle must have been purchased by you within England, Wales, Northern Ireland, Scotland, the Channel Islands or the Isle of Man.

## Cancellation

### Cancellation by You

If You find that this Waiver does not meet Your needs, please contact Our Administrators, in writing, within 30 days of receiving the Waiver Schedule and We will cancel cover and You will receive a full refund of any monies paid and cover under this Waiver will cease from the date of delivery or posting of the notice of cancellation. There will be no refund of monies paid if You have already made a claim.

If the purchase of this Waiver was made by way of a Premium Financing Agreement, then in the first instance any rebate will be used to settle the Premium Financing Agreement and any amount remaining will then be rebated in the form of a cheque, made payable to the Waiverholder.

If You wish to cancel this Waiver at any time after the 30-day period, You can do so by giving immediate written notice to the Administrators. Although no rebate of any monies paid will be given, You can transfer the remaining term of this Waiver to any replacement vehicle that You purchase, so long as it meets the eligibility criteria of this Waiver. Please see "Transfer of Cover" for full details.

### Cancellation by Us or Our Administrator

We may cancel this Waiver (and there will be NO refund of any monies paid), if in Our opinion You have at any time:

1. Deliberately or recklessly given Us or Our Administrator false or incomplete information
2. Agreed to help anyone try to take money from Us or Our Administrator dishonestly,
3. Failed to meet the terms and conditions of this Waiver; or
4. Failed to act honestly towards Us. We may also cancel this **Waiver** at any time, by giving You at least 14 days' written notice to Your last known address and You will receive a pro-rata refund of any premium paid (so long as no claim has been made), if there is a change in the law or regulation or due to such We are unable to continue to provide this **Waiver**.

We may also cancel this Waiver at any time, by giving You at least 14 days' written notice to Your last known address and You will receive a pro-rata refund of any monies paid (so long as no claim has been made), if there is a change in the law or regulation or due to such We are unable to continue to provide this Waiver.

## Making a claim

If You wish to make a claim for Accidental Damage to Your Alloy Wheels, please telephone Us within 48 hours of the Accidental Damage occurring on 01704 552100. It is a condition precedent to Our liability under this Waiver that the Repair can only be carried out by Our authorised repairers. In order for Our Administrators to authorise the repair We will require:

Your Waiver number (as shown on Your Waiver Schedule)

You to submit details of the damage as required, including digital images.

Upon authorisation from our Administrator, our approved repairer will contact you to arrange the repair. Where possible this will be carried out at Your last known address or Your work address. In certain circumstances the Alloy Wheel may be sent to a specialist repairer.

## Complaints procedure

If you have a cause for complaint, you should contact the Administrator, as above. Should you be dissatisfied with their response you may have the right to refer your complaint to the Financial Ombudsman Service. This right is in addition to your legal right as a consumer.

## Law Applicable

The Waiver shall be subject to the law of England and Wales.

# ALLOY WHEEL WAIVER



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## TERMS AND CONDITIONS

1. Motor Products Online Limited ("Administrator") will administer this Waiver for You and will be the point of contact for any queries relating to this Waiver. You can contact Motor Products Online Limited at their registered address: 70 Eastbourne Road, Southport, Merseyside, PR8 4DU. Telephone: 01704 552100.
2. Where words in this document have been capitalised, such as 'Waiver Schedule', it means they have been given a special meaning which is explained in the section entitled 'Meaning of Words'. Throughout this document 'We', 'Us', 'Our' or 'Provider' means the dealer or provider that issued this Waiver and 'You' or 'Your' means the person covered by this Waiver.
3. This Waiver comprises of:
  - a. The Waiver wording set out in this document, which contains details of the Benefit, terms, conditions and exclusions of this Waiver;
  - b. Your Waiver Schedule, showing who is covered under the Waiver, the Period of Waiver and the maximum Benefit payable; and
  - c. Any additional endorsements
4. Please read these documents fully and carefully to familiarise yourself with the details of Your Waiver, and what is and is not covered.
5. Please note that there are specific conditions and exclusions which apply to specific sections of the Waiver and there are general conditions and exclusions which apply to the Waiver as a whole. Your Waiver Schedule is Your evidence that You have been accepted for cover. This Waiver is effective during the Period of Waiver specified in Your Waiver Schedule.
6. This Waiver will provide the Benefit, in accordance with its terms and conditions and subject to its exclusions, if during the Period of Waiver, You incur a loss due to accidental damage to an Alloy Wheel fitted to the Covered Vehicle, when it was originally purchased by You.
7. We will pay the Benefit specified in the Waiver Schedule attached to and forming part of this Waiver subject to:
  1. and payment of the Waiver Fee specified;
  2. the terms, conditions and exclusions of this Waiver.

This Waiver is subject to the law of England and Wales.

## MEANING OF WORDS

Wherever the following words and phrases appear with a capital letter, they will always have the following meanings.

**Administrator:** The appointed Administrator, Motor Products Online Limited is appointed to administer this Waiver on behalf of the Provider. Our address is 70 Eastbourne Road, Southport, Merseyside, PR8 4DU. Tel. 01704 552100.

**Aggregate Limit:** Is the annual amount equal to Your Cover Level as specified in Your Waiver Schedule.

**Alloy Wheels:** The Alloy Wheels declared to Us at the time You purchase your Vehicle. This includes Diamond Cut and Polished Alloy Wheels.

**Alloy Wheel Waiver:** Means this Waiver on the terms and subject to the conditions, limitations and exclusions set out in this document.

**Covered Person, Waiverholder, You, Your:** A UK resident who is eligible for and has applied for this Waiver and has agreed to pay the amount due for cover.

**Excess:** Means the amount of money You will have to pay in the event of a claim. Your Excess is specified in Your Waiver Schedule.

**Geographical Area / Territorial Limits:** The United Kingdom: Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

**Hire & Reward:** Means the use of the vehicle for the purpose of a taxi, driving school, private hire, courier services, daily rental / self-drive hire, as an emergency service vehicle, or as designed to carry more than 8 people including the driver.

**Period of Waiver:** The period of time which the cover applies to and that is shown on your Waiver schedule, provided We have received Your payment for cover.

**Payment for cover or Waiver Fee:** The amount payable on the payment date shown in the Waiver Schedule as the Waiver Start date.

**Vehicle or Covered Vehicle:** Your motor vehicle detailed in the Waiver Schedule. Motorcycles, scooters, three wheeled vehicles, quad bikes, motorhomes, caravans, boats, trailers and any Vehicles that are used for Hire & Reward are excluded from this definition.

**Waiver Schedule:** Is the schedule issued by Us which contains details of Your Vehicle, Waiver start date and additional information in support of Your application for cover under this Waiver, and which forms part of the Alloy Wheel Waiver terms and conditions. Your Waiver Schedule will specify the excess payable under this Coverage.

**We, Our, Us, Provider:** The Dealer or Provider who has issued this Waiver to You.

## 1. WHAT IS COVERED

Within the Period of Waiver, the Provider will pay for the cost of repairs resulting from Accidental Damage to Your Alloy Wheels. The Provider will pay for a specialist repairer to attempt repairs to Your Alloy Wheel to their best endeavors.

In the event that Your Alloy Wheel cannot be safely repaired, the Provider will pay a contribution towards the cost a like for like replacement, being the individual claim limit, shown on Your Waiver Schedule. The maximum amount the Provider will pay for any Alloy Wheel repair per individual wheel and the maximum liability is indicated on Your Waiver Schedule.

## 2. WHAT IS NOT COVERED

The following will not be covered: in respect of each repair

1. Any Excess as stated on Your Waiver Schedule,
2. Your Waiver does not cover any claim in respect of:
  - 2.1. any loss of use of Your Vehicle or any consequential loss of any kind;
  - 2.2. any damage caused by a third party for general maintenance to Your Vehicle;
  - 2.3. any damage incurred prior to the inception of the Waiver
  - 2.4. where Our approved specialist repairer has to travel outside of the Geographical Area to attempt repair of Your Alloy Wheels;
  - 2.5. which is the subject of fraud, false actions or dishonesty.
  - 2.6. where the loss is covered by any other insurance.

3. Your Waiver will not cover:

- 3.1. Your Vehicle where it is a commercial Vehicle;
- 3.2. Your Vehicle where it is an emergency Vehicle, taxi, hire and reward or rental Vehicle, motorcycle or if Your Vehicle is used for dispatch, road-racing, rallying, pace-making, speed testing or any other competitive event.
- 3.3. a defect which is deemed not to be Accidental Damage.
- 3.4. general wear and tear or neglect;
- 3.5. theft of Your Alloy Wheels;
- 3.6. where the damage to Your Alloy Wheels is deemed to be a manufacturing defect;
- 3.7. any act or omission which is wilful or unlawful.
- 3.8. Repairs to previously repaired damage.
- 3.9. the Vehicle being beneficially owned by a company or person involved in the business of Vehicle repair, servicing or dealership or by an employee of such a company or person;

## 3. GENERAL TERMS AND CONDITIONS

The following General Exclusions apply to the whole of this Alloy Wheel Waiver and describe the things which are not covered.

- a. Gradually operating effects - Damage caused by rust, corrosion or decay of any kind, insects, vermin, wet or dry rot or mould
- b. Mis-use - Damage caused as a result of the Vehicle(s) being used for a purpose for which it is not intended

c. Motor Waiver - Damage caused by or resulting from a motor accident or collision, theft, attempted theft,

fire, break-in, vandalism or exposure to weather conditions which would more normally be Insured by a comprehensive insurance motor waiver whether Insured and in force or not

d. Other Insurances - Damage to Vehicle to the extent it is:

1. more specifically Insured elsewhere for the cover provided under this Waiver or
2. but for the existence of this Waiver would be Insured elsewhere.

e. Previous Repairs - Repair work required to rectify or amend Previous Repairs carried out, not covered under this Waiver

f. Warranty - Damage which is covered by the vehicle manufacturers' warranty or any extension purchased thereto. 'Provider' means the dealer or provider that issued this Waiver and 'You' or 'Your' means the person covered by this Waiver.

## 4. CLAIMS PROCEDURE

It is a condition precedent to Our liability under this Waiver that the Repair can only be carried out by Our authorised repairers. In order for Our Administrators to authorise the repair We will require:

Your Waiver number (as shown on Your Waiver Schedule)

You to submit details of the damage as required, including digital images.

Upon authorisation from our Administrator, our approved repairer will contact you to arrange the repair. Where possible this will be carried out at Your last known address or Your work address. In certain circumstances the Alloy Wheel may be sent to a specialist repairer.

# ALLOY WHEEL WAIVER



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## Waiver TERMS AND CONDITIONS

### 5. SUBROGATION

5.1 We, at Our own expense, may take such proceeding as We think fit to enforce any rights and remedies against or obtain relief or indemnity from other parties to which We shall be or may become entitled or subrogated to under this Waiver and You at Our request and expense shall do such acts and things as may be reasonably required by Us for that purpose.

### 6. OTHER INSURANCES

6.1 We will not cover You if any loss You incur is insured by or would, but for the existence of this Waiver, be insured by any other Waiver, except in respect of any amount beyond the amount payable under such other Waiver, or which would have been payable under such other Waiver had this Waiver not been effected.

### 7. PERIOD OF WAIVER

Cover will be provided for a period of up to 3 years, as specified in your Waiver Schedule.

Your Waiver will start from the date shown on Your Waiver Schedule. Your Waiver terminates as soon as any of the following events occur.

1. The expiry date, as shown in Your Waiver Schedule is reached;
2. You, or anyone representing You, defrauds or deliberately misleads the Us;
3. You modify the Alloy Wheels.
4. You reach the maximum liability as indicated on Your Waiver Schedule.
5. The amount due for this Waiver is not paid; and
6. The Vehicle, as shown in Your Waiver Schedule, is sold or transferred to a new owner and You do not apply to transfer Cover to a replacement vehicle.

### 8. PERIOD OF WAIVER

Cover will be provided for a period of up to 3 years, as specified in your waiver schedule.

Your **Waiver** will start from the date shown on Your Waiver Schedule. Your **Waiver** terminates as soon as any of the following events occur.

1. The expiry date, as shown in Your Waiver Schedule is reached;
2. You, or anyone representing You, defrauds or deliberately misleads the Us;
3. You modify the Alloy Wheels.
4. You reach the maximum liability as indicated on Your Waiver Schedule.
5. The amount due for this Waiver is not paid; and
6. The Vehicle, as shown in Your Waiver Schedule, is sold or transferred to a new owner and You do not apply to transfer cover to Your replacement vehicle.

### 9. CHANGES TO THIS WAIVER

- 9.1 We shall not change the terms and conditions of this Waiver without notifying You in writing first.
- 9.2 We may need to change the terms and conditions of this Waiver because of a change in the law or to regulations.
- 9.3 You may make a request to the Administrator to make changes to this Waiver. Waiver. We will not pay more than Our share of any claim if this is covered by other insurance.

### 10. DATA PROTECTION NOTICE

We are the Data Controller for the data You provide to Us. We need to use Your data in order to arrange Your **Waiver** and associated products.

You are obliged to provide information without which We will be unable to provide a service to You. Any

personal information provided by You may be held by the Administrator in relation to Your **Waiver**. It may be used by Our relevant staff in making a decision concerning Your **Waiver** and for the purpose of servicing Your cover and administering claims.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. 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. If You provide false or inaccurate information and We suspect fraud, We will record this.

We and other organisations may use these records to:

- a. Help make decisions on insurance proposals and insurance claims, for You and members of Your household
- b. Trace debtors, recover debt, prevent fraud, and manage Your insurance policies
- c. Check Your identity to prevent money laundering, unless You furnish Us with satisfactory proof of identity.

We process all data in the UK but where We need to disclose data to parties outside the European Economic Area (EEA) We will take reasonable steps to ensure the privacy of Your data. In order to protect Our legal position, We will retain Your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of Your data. Under GDPR legislation, You can ask Us for a copy of the data We hold, have it corrected, sent to a third party or deleted (subject to Our need to hold data for legal reasons). We will not make Your personal details available to any companies to use for their own marketing purposes. If You wish to complain about how We have handled Your data, You can contact Us and We will investigate the matter. If You are not satisfied with Our response or believe We are processing Your data incorrectly You can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

### 11. TRANSFER OF COVER

If You sell the Covered Vehicle, You may apply to Us to keep the Waiver and transfer it to Your new vehicle, so long as the new Vehicle meets all of the same eligibility criteria, but You must, at Your own expense, provide the Administrator with:

1. a copy of the receipt detailing the new vehicle purchase, which should list the vehicle details (including but not limited to: vehicle registration, make, model, supplying dealer, date of purchase and mileage at time of purchase);
2. a copy of the V5 transfer document from the vehicle's previous owner to You;
3. a £15 transfer fee to the Administrator.

Any Waiver transfer request must be registered with Our Administrator within 30 days of the Vehicle sale; any transfer request outside of this period will be refused. Any transfer is subject to these original terms and conditions.

### 12. COMPLAINTS PROCEDURE

If you have a cause for complaint, you should contact the Administrator, as above.

### 13. APPLICABLE LAW

- 13.1 This Waiver is subject to the law of England and Wales

### 14. ASSIGNMENT

- 14.1 We may transfer, charge, mortgage, subcontract or deal in any other manner with all or any of Our rights or obligations under this Waiver. You may not transfer or assign this Waiver.

### 15. CANCELLATION

#### *Cancellation by You*

If You find that this Waiver does not meet Your needs, please contact Our Administrators, in writing, within 30 days of receiving the Waiver Schedule and We will cancel cover and We will issue You a full refund of any Waiver fee paid and cover under this Waiver will cease from the date of delivery or posting of the notice of cancellation. There will be no refund of Waiver fee if You have already made a claim.

If the purchase of this Waiver was made by way of a Premium Financing Agreement, then in the first instance any rebate will be used to settle the Premium Financing Agreement and any amount remaining will then be rebated in the form of a cheque, made payable to the Waiverholder.

If You wish to cancel this Waiver at any time after the 30-day period, You can do so by giving immediate written notice to the Administrators. Although no rebate of any monies paid will be given, You can transfer the remaining term of this Waiver to any replacement vehicle that You purchase, so long as it meets the eligibility criteria of this Waiver. Please see "Transfer of Cover" for full details.

#### *Cancellation by Us Or Our Administrator*

We may cancel this Waiver (and there will be NO refund of any monies paid), if in Our opinion You have at any time:

1. Deliberately or recklessly given Us Or Our Administrator false or incomplete information
2. Agreed to help anyone try to take money from Us Or Our Administrator dishonestly,
3. Failed to meet the terms and conditions of this Waiver; or
4. Failed to act honestly towards Us Or Our Administrator.

We may also cancel this Waiver at any time, by giving You at least 14 days' written notice to Your last known address and You will receive a pro-rata refund of any Waiver fee paid (so long as no claim has been made), if there is a change in the law or regulation or due to such We are unable to continue to provide this Waiver.

### 16. SEVERANCE AND WAIVER

16.1 If any court or competent authority finds that any provision of this Waiver (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Waiver shall not be affected.

16.2 If any invalid, unenforceable or illegal provision of these Alloy Wheel terms and conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and, to the greatest extent possible, achieves the parties' original intention.

16.3 Failure to exercise, or any delay in exercising, any right or remedy provided under this Waiver by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy. No single or partial exercise of any right or remedy provided under this Waiver or by law shall preclude or restrict the further exercise of that right or remedy.

16.4 A waiver (which may be given subject to conditions) of any right or remedy provided under this Waiver or by law shall only be effective if it is in writing. It shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.

16.5 Unless specifically provided otherwise, rights arising under this Waiver are cumulative and do not exclude rights provided by law.