

COSMETIC REPAIR INSURANCE POLICY DOCUMENT

Crystal Mark 23874
Clarity approved by Plain English Campaign

AutoTrust
Reassurance guaranteed

CONTENTS

Introduction	3
Our Contract With You	4
Insurer	5
Administrator	5
Definitions	6
Eligibility	8
What is Covered	10
What is Not Covered	11
Making a Claim	13
Cancellation and Cooling-Off Period	15
Complaints Procedure	16
Legal, Regulatory and Consumer Information	18

As part of our commitment to make this document as easy to understand as possible, we have worked with Plain English Campaign to achieve a Crystal Mark for the wording.



INTRODUCTION

Welcome to AutoTrust Cosmetic Repair Insurance. As part of our commitment to our customers, AutoTrust Cosmetic Repair Insurance has been designed to help you avoid any unexpected costs of repairing minor cosmetic damage to your vehicle.

Please keep this document safe as you will need it if you need to make a claim.

Please see page 13 for the process to follow if you need to make a claim.

AutoTrust Cosmetic Repair Insurance has the top 5-star rating from defaqto. defaqto is the UK's leading independent financial information business and all defaqto star ratings, including this one, are available on the defaqto comparison website.



OUR CONTRACT WITH YOU

We (Motors Insurance Company Limited) will provide this insurance under the terms, exceptions, conditions and any endorsement of this policy, for any period of insurance **we** have accepted **your premium** for, and which **you** have paid for in full or entered into an agreement with **us** to pay **your premium**. This insurance contract is based on the **proposal** (or any statement of facts or statement of insurance **we** prepare using the information **you** have provided), and any declaration **you** make. The **schedule** and any endorsement are all part of this policy. **You** must read all the documents that make up **your** policy as one document.

Please read this policy and **your schedule** carefully and make sure that they meet **your** needs. If **you** have any questions, please contact the **administrator** on 0344 573 8187.

Certain words or expressions that appear in **your** policy have the meaning given in the definitions section on page 6.

INSURER & ADMINISTRATOR

INSURER

We, Motors Insurance Company Limited, are the **insurer**. **We** provide **your** cover.

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority, under number 202875.

You can check this on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register.

ADMINISTRATOR

Your cover is administered by Car Care Plan Limited, who are authorised and regulated by the FCA.

You can contact Car Care Plan on **0344 573 8187**.

DEFINITIONS

Whenever the following words or expressions appear in **your** policy in bold type, they have the meanings given below.

ADMINISTRATOR

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

CHIP

A chipped area on **your vehicle**, up to 1.5cm in diameter or 3mm in depth.

COSMETIC REPAIR

A repair technique suitable for repairing **minor cosmetic damage**. A cosmetic repair involves restoring the damaged area as close to its original condition as possible. However, no repair will be identical to the original factory finish.

INCIDENT

The cause of the damage **you** are claiming for.

INSURER

Motors Insurance Company Limited
Jubilee House
Thornbury
BD3 7AG.

LIGHT SCRATCH

A scratched area **on your vehicle**, up to 30cm in length or 3mm in depth.

MAXIMUM CLAIMS LIMIT

The maximum number of claims allowed under this policy. The maximum claims limit is as follows.

- If **you** have a one-year policy – six claims
- If **you** have a two-year policy – 12 claims
- If **you** have a three-year policy – 18 claims

MINOR COSMETIC DAMAGE

A **chip, minor dent, light scratch** or **scuffed bumper** caused by a single **incident**, where the total damaged area is no bigger than 30cm in diameter or 3mm in depth and, in the case of a **chip,** is no bigger than 1.5cm in diameter or 3mm in depth. **We** will provide one **minor cosmetic repair** for each claim, unless a single incident causes damage that means more than one **minor cosmetic repair** is needed, and the total damaged area is no bigger than 30cm in diameter or 3mm in depth. Any damage covering an area that is bigger than these limits, or which would need repairs that are estimated to take more than four hours to complete, will not be considered **minor cosmetic damage**.

MINOR DENT

A dented area on **your vehicle**, up to 30cm in diameter or 3mm in depth.

DEFINITIONS *(CONTINUED)*

PERIOD OF INSURANCE

The period shown on the **schedule**, which **we** have agreed to provide cover for and which **you** have paid, or agreed to pay, the full **premium** for.

Your policy is non-renewable.

PREMIUM

The total amount **you** have agreed to pay **us** for this insurance policy. If **you** have not paid **your premium**, **we** will not provide cover from the date the **premium** was due. If **you** have chosen the monthly payment option and **you** miss any instalment, **your** policy will end 30 days after the date the missed instalment was due.

PROPOSAL

The document or declaration that records the information **you** gave **us** when **you** bought **your** policy and which **your** contract with **us** is based on.

REPAIRER

The person or organisation who is authorised by **us** to carry out the repair work to **your vehicle**.

SCHEDULE

The document **we** will provide to give **you** details of the **vehicle** covered by **your** policy.

SCUFFED BUMPER

A mark on the bumper, caused by scraping or scratching, up to 30cm in diameter or 3mm in depth.

START DATE

The date the insurance cover starts, as shown on **your schedule.**

TERRITORIAL LIMITS

England, Scotland, Northern Ireland, Wales, the Channel Islands and the Isle of Man.

TOUCH-IN REPAIR

A repair to a **chip** or **light scratch** on a horizontal surface, such as the bonnet, roof or top of the boot (on a saloon car). A **touch-in repair** involves the **minor cosmetic damage** being colour-matched and painted as close as possible to the original finish. A **touch-in repair** will be weatherproof but will still be visible.

WE, US, OUR

Motors Insurance Company Limited.

YOU, YOUR

The person covered by this insurance, who is at least 18 years old and lives in the **territorial limits**.

YOUR VEHICLE

The car shown on **your schedule**.

ELIGIBILITY

To be eligible for cover under this policy, **you** must meet the following conditions.

Your vehicle must:

- be shown in Glass's Guide;
- have a standard paint colour or finish which is not considered specialist, non-standard or exclusive (this may include self-healing paint, body wrap, chrome illusion paint, two-tone paint or matt finishes); and
- be used only for social, domestic and pleasure purposes, and for commuting to and from a place of work and where it is insured for class 1 or class 2 business use.

Your vehicle must not:

- be insured on any type of motor trade insurance policy or for class 3 business use;
- be a light commercial vehicle or panel van;
- be a contract-hire or lease vehicle (personal contract-hire or personal lease vehicles can be covered);
- be used as an emergency or military vehicle, courier or delivery vehicle, for driving school tuition, for any hire or reward, or as a taxi;
- be used for track days, road racing or rallying, pacemaking, speed testing or any other competitive event;
- have been bought from a private seller;
- have been modified, other than in line with the manufacturer's specification;
- be a scooter, motorcycle, touring caravan, vehicle that does not meet UK specifications or is not built for sale within the **territorial limits**, kit car, bus, coach, truck, trailer or heavy goods vehicle;
- be owned by a garage, motor trader or any other associated motor trade company; or
- have been manufactured in the USA and imported direct from there and bought as new from an authorised distributor within the **territorial limits**.

ELIGIBILITY (CONTINUED)

You must:

- be either the owner or registered keeper of **your vehicle** or have a personal finance, personal contract-hire or personal lease agreement relating to **your vehicle**;
- be at least 18 years old on the s**tart date** of this policy;
- live in the **territorial limits** for the **period of insurance**;
- have applied for this insurance cover by filling in the correct forms;
- have paid or agreed to pay the insurance **premium** for this policy; and
- agree to keep to the terms and conditions of this policy.

CHANGES IN YOUR CIRCUMSTANCES

Please tell the **administrator** immediately about any of the following changes that may affect **your** cover. If **you** do not do this, **your** policy may not be valid and **your** claim may not be paid. **You** must tell the **administrator** if:

- **you** move house;
- **your** name changes (for example, because **you** get married);
- **you** change **your vehicle** or the owner of **your vehicle** changes;
- **you** change what **you** use **your vehicle** for (for example, **you** start using it for business purposes);
- **you** make changes to **your vehicle**; or
- **you** change **your** registration number to a cherished number plate.

WHAT IS COVERED?

We will provide a **cosmetic repair** or, where appropriate, a **touch-in repair** to **minor cosmetic damage** on **your vehicle**. The terms and conditions and the **maximum claims limits** set out in this document apply.

If the **minor cosmetic damage** on **your vehicle** cannot be repaired using a **cosmetic repair**, **we** will pay up to £150 (including VAT) towards the cost of having a body-shop repair carried out to repair the **minor cosmetic damage**. **You** must provide an invoice from a VAT-registered repairer for the work. The **administrator** will handle **your** claim and the repairs will be carried out by **our approved repairer**, who will make every effort to carry out the repair to **your** satisfaction. **Our approved repairer** can only carry out repairs within the **territorial limits**.

WHAT IS NOT COVERED?

We will not cover minor **cosmetic damage**:

- that cannot be defined as a **light scratch**, **chip**, **scuffed bumper** or **minor dent**, or any **minor cosmetic damage** where a **cosmetic repair** is not technically possible;
- that the **administrator** believes happened before the **start date**;
- that **you** report to the **administrator** more than 30 days after the **incident**;
- to horizontal flat surfaces, roofs, bonnets and boot tops if the **repairer** says it not possible to achieve a satisfactory finish using **cosmetic repair** or **touch-in repair** techniques;
- to paint colours and finishes that cannot be suitably matched by the **repairer**;
- if you have already reached the **maximum claims limit**;
- to any body panel or part of a panel that has been ripped, torn or perforated;
- if any body panel or part of a panel needs to be replaced;
- if any repair work is carried out before the **administrator** has authorised it;
- caused by hail, rust, pitting, bird droppings or discoloured paintwork;
- caused by stickers, transfers, beading mouldings or protective plastics (or by removing any of these);
- to wheels, wheel rims or wheel trims;
- to locks and handles, accessories, door mouldings, window mouldings, lights or any window;
- if **you** have claimed for the same damage under any other insurance; or
- caused by any act (or failure to act) that is deliberate or unlawful, other than malicious damage to **your vehicle** which results in **minor cosmetic damage**.

We also will not cover:

- any liability **you** have to any other person or organisation;
- any other costs that are indirectly caused by the event which led to **your** claim, unless we tell **you** in this policy document that these costs are covered;
- any fraudulent, dishonest or false claim;
- any loss that is caused by nuclear substances or activity;
- any loss that is caused by war, civil commotion, labour disturbances, riot, strike, lockout, public disorder or terrorism; or
- any claim if **you** do not have the **minor cosmetic damage** repaired.

GENERAL EXCEPTIONS UNDER THIS POLICY

EARTHQUAKE

This policy does not cover any loss or **damage** to **your vehicle** that is caused by an earthquake.

PRESSURE WAVES

This policy does not cover any loss caused by pressure waves of an aircraft or other flying device travelling at or above the speed of sound.

RADIOACTIVITY

This policy does not cover any loss caused by:

- ionising radiation or radioactive contamination from nuclear fuel or from burning nuclear fuel; or
- radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

RIOT

We will not cover any loss that is caused by riot or civil commotion if the loss or damage to **your vehicle** happens outside the **territorial limits**.

SANCTION LIMIT AND EXCLUSION CLAUSE

We will not provide cover and will not pay any claim or provide any benefit under this insurance if doing so would put **us** at risk of a sanction, ban or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the UK or the USA.

WAR

This policy does not cover any loss caused by war, invasion (whether or not war is declared), revolution, military force, terrorism or other hostile events, unless **we** must provide cover under the road traffic acts.

MAKING A CLAIM

When **you** become aware of a claim, **our** dedicated repair portal is the best way for **you** to register **your** repair request. Before doing this, please read the 'What is covered' and 'What is not covered' sections to check that the damage is covered by this policy.

Visit https://autotrust.viewmyaccount.com.

Follow the instructions to request **your** repair. (If **you** are not already registered for the portal, **you** will need **your vehicle's** registration number and the email address **you** used when setting up the policy.)



So that **we** can accurately assess **your** repair request, **you** will need to provide the following information.

A. Full details of the damage, when it happened and how the damage was caused.

B. **Your vehicle's** current mileage.

C. Photos of the damage.

The photos you provide must include:

- one taken from a distance of around 1 metre from the damage and one from close to the damage; and
- a measuring tape or ruler showing the size of the damage from the start to end, including any gaps in scratches.

If **you** have any problems registering for the portal or requesting a repair, please call the **administrator** on 0344 573 8187 within 30 days of the damage happening.

When the **administrator** has all the information they have asked **you** for, they will review **your** claim. If the claim is covered by the policy, the **administrator** will provisionally authorise **your** claim and instruct the **repairer** to contact **you** to arrange for the damage to be repaired. If, after inspecting the **minor cosmetic damage**, the **repairer** decides that it cannot be repaired using a **cosmetic repair** or **touch-in repair** for technical reasons, or the **vehicle** is not eligible for the cover, the **administrator** has the right to refuse **your** claim at this stage. Only the **administrator** can accept or refuse claims.

You must allow the **administrator** (or **our repairer**) to inspect **your vehicle** if they ask to.

Following a repair, **you** must check that all work has been completed properly. If **you** are not satisfied with the work, **you** must contact the **repairer** immediately.

MAKING A CLAIM (CONTINUED)

If the **minor cosmetic damage** cannot be repaired using a **cosmetic repair** or **touch-in repair** technique, and **you** want to claim up to £150 (including VAT) towards the cost of a body-shop repair, **you** will need to give the **administrator** a valid receipt showing that **you** have paid for the repair.

We have the right to settle **your** claim by giving **you** a cash payment instead of arranging a repair.

If **our repairer** will be carrying out the repair as a mobile repair, they will need access to **your vehicle** in a safe location where they can move around it. If this isn't possible, please make the **repairer** aware of this when they contact **you** to arrange the repair.

OUR RIGHTS TO RECOVER COSTS

After paying any claim, **we** may, at **our** own expense, take over **your** rights to recover payment or relief from a third party responsible for the loss, up to the amount **we** have paid out under the policy.

CANCELLATION AND COOLING-OFF PERIOD

If this policy does not meet **your** needs, **you** have 30 days from the date **you** received **your** policy documents to cancel the policy and receive a full refund. To cancel **your** policy within this 30-day period, please contact the supplier who sold **you your** policy.

If **you** want to cancel **your** policy after this 30-day period, **you** can cancel at any time and receive a refund for the period **you** have not received cover for. **You** will have to pay a cancellation fee of £20 if **you** cancel after the 30-day cooling-off period. To cancel **your** policy please contact the **administrator** by calling **0344 573 8187** or by writing to:

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

We will not give **you** a refund if **you** have already made a claim under **your** policy.

If **you** have paid for **your** policy in full or on a personal finance agreement (other than a Car Care Plan Limited instalment agreement) or personal contract-hire agreement, the **administrator** will give **you** a refund based on each full calendar month remaining on **your** policy. The refund will be a percentage of the original cost of **your** policy, less a cancellation fee of £20. The percentage refund will be calculated from the date the **administrator** receives **your** request to cancel.

If **you** have paid for **your** policy in instalments through an instalment agreement with Car Care Plan Limited, **we** will calculate any refund as a percentage of the original cost of **your** policy, based on each full calendar month remaining on it. If **you** have paid all the instalment payments due under the agreement, **we** will pay the refund direct to **you**. If **you** have not paid all the instalment payments, **we** will calculate the refund in the same way, and the following will apply.

- If the refund **you** are eligible for is more than the instalment payments **you** owe Car Care Plan Limited, **we** will pay the amount of the outstanding instalments to Car Care Plan Limited and pay the difference to **you**.
- If the refund **you** are eligible for is less than instalment payments **you** owe Car Care Plan Limited, **we** will use the refund as part payment of **your** total outstanding instalment payments. **You** will continue to be responsible for paying the remaining outstanding payments due under **your** instalment agreement with Car Care Plan Limited until the balance (calculated at the time the **administrator** received **your** notice of cancellation) has been settled.

Please allow up to 28 days for the **administrator** to process **your** cancellation and refund.

COMPLAINTS PROCEDURE

If **you** have a question or complaint about the way **your** policy was sold to **you**, please contact the supplier who sold it to **you**.

We are committed to treating **our** customers fairly. However, **we** realise that there may be times when things go wrong.

If **you** have a complaint about **your** policy, **you** should contact the **administrator** by calling **0344 573 8187** or writing to:

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

You can also email the **administrator** at complaints@motor-admin.com.

Please tell the **administrator your** name and **your** claim number or policy number.

Calls to the **administrator** may be recorded. The **administrator** will contact **you** within five days of receiving **your** complaint. In some cases, this will be to acknowledge **your** complaint, but in others it may be to give **you** a full reply. If the **administrator** cannot deal with **your** complaint within five working days, they will aim to give **you** a full reply within 28 days. In complex cases, or where further investigation is needed, this may take longer, and they will let **you** know if this is the case. The **administrator** will respond to **your** complaint within eight weeks, which is in line with requirements set by the Financial Conduct Authority.

FINANCIAL OMBUDSMAN SERVICE

If **you** are still not satisfied, **you** have the right to refer **your** complaint to an alternative dispute resolution (ADR) body.

If **you** live in the UK
If **you** are still not satisfied with the way **your** complaint has been dealt with, **you** also have the right to ask the Financial Ombudsman Service to review **your** case, but **you** must do this within six months of the date of **our** final decision. For more information, **you** can contact the Financial Ombudsman Service or visit their website.

Write to: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Phone: 0800 023 4567 or 0300 123 9123

Website: www.financial-ombudsman.org.uk

We abide by the Motor Industry Vehicle Warranty Products Code of Practice which can be found on The Motor Ombudsman website at www.TheMotorOmbudsman.org. The Motor Ombudsman will offer free impartial information and, if appropriate, an alternative dispute resolution process in the event that **you** are not satisfied with the outcome of a concern.

COMPLAINTS PROCEDURE *(CONTINUED)*

For further information, **you** can visit The Motor Ombudsman website at www.TheMotorOmbudsman.org or call their Information Line on 0345 241 3008.

To make a complaint to the Motor Ombudsman **you** can either call their information line or fill in an online form at www.themotorombudsman.org/consumers/make-a-complaint.

Please note: The Motor Ombudsman can only deal with **your** complaint if **you** have already complained direct to the **administrator** and at least eight weeks have passed since **you** did that. Complaints to the Motor Ombudsman must be submitted within 12 months of the **administrator's** final response.

THE MOTOR OMBUDSMAN | APPROVED CODE TRADINGSTANDARDS.UK

Motor Industry Code of Practice for

Vehicle Warranties

If **you** live in the Channel Islands
You also have the right to ask the Channel Islands Financial Ombudsman (CIFO) to review **your** case. For more information, **you** can contact CIFO or visit their website.

Write to: The Channel Islands Financial Ombudsman, PO Box 114, Jersey, Channel Islands JE4 9QG.

Phone:
Jersey: +44 (0)1534 748610
Guernsey: +44 (0)1481 722218
International: +44 (0)1534 748610

Website: www.ci-fo.org

Email: enquiries@ci-fo.org

If **you** live in the Isle of Man
You also have the right to ask the Financial Services Ombudsman Scheme for the Isle of Man to review **your** case. For more information, **you** can contact the Financial Services Ombudsman Scheme or visit their website.

Write to: The Financial Services Ombudsman Scheme, Thie Slieau Whallian, Foxdale Road, St John's, Isle of Man IM4 3AS

Phone: +44 (0)1624 686500

Website: www.financial-ombudsman.org.uk

Email: ombudsman@iomoft.gov.im

The above complaints procedure does not affect the rights **you** have by law as a consumer or any legal right **you** have to take action against **us**. For more information about **your** rights, contact **your** local trading standards service or citizens advice bureau.

LEGAL, REGULATORY & CONSUMER INFORMATION

THE LAW THAT APPLIES TO THIS POLICY

Unless **we** agree otherwise in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **territorial limits** where **you** have **your** main home.

LANGUAGE

All communication between **you** and **us** will be in English. **We** record telephone conversations to offer **you** more security, help **us** resolve complaints and improve service standards.

We may also monitor conversations for staff-training purposes.

The **administrator** can provide documents on audio tape or in large print if **you** ask for these. Please tell the **administrator** if **you** need any of these services to be provided so they can communicate with **you** in an appropriate way.

YOUR DUTY

Under the Consumer Insurance (Disclosure and Representations) Act 2012, **you** must take care to give accurate and complete answers to all the questions in the **proposal** and make sure that all the information **you** provide is true and correct. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. If **you** don't tell **us** about a change to **your** answers, this may mean that your policy is not valid and will not pay out if you need to make a claim. **We** may also recover any money **we** have already paid out under this policy.

Under English law, it is an offence to make a false statement or to withhold information in order to get insurance.

We have the right to refuse to cover any insurance risk or to change the **premium** and the terms quoted.

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations under this policy. This depends on the type of business and the circumstances of the claim. Services to advise on and arrange insurance are covered for 90% of the claim amount, without any upper limit.

For more information about the scheme (including the amounts covered and who can claim), **you** can contact the FSCS helpline on 0800 678 1100 or 0207 741 4100, visit their website at www.fscs.org.uk or write to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

PLAIN ENGLISH CAMPAIGN'S CRYSTAL MARK DOES NOT COVER THIS PRIVACY AND DATA PROTECTION NOTICE.

PRIVACY AND DATA PROTECTION NOTICE

Car Care Plan Limited (the "Data Controller") are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which the Data Controller processes your personal data. For more information, please visit www.view-privacy-policy.co.uk

1. HOW THE DATA CONTROLLER USES YOUR PERSONAL DATA AND WHO THE DATA CONTROLLER SHARES IT WITH

The Data Controller will process the personal data it holds about you for the following purposes:

- For providing products, services and insurance, administering memberships, handling claims and complaints, informing of changes to services and any other related purposes (this may include underwriting decisions via automate means). This is for the performance of the contract between you and the Data Controller.
- To provide you with information, products, or services that you request from the Data Controller or which the Data Controller feels may interest you as part of the contract.
- For offering renewal, research, or statistical purposes, to analyse historic activity, to improve rating algorithms, and to help predict future business impact, to further commercial interests, to enhance product offering and to develop new systems and processes. This is for the Data Controller's legitimate interests.
- To notify you about changes to the Data Controller's service. This is to comply with applicable laws.
- To safeguard against fraud, money laundering, terrorist financing and to comply with applicable laws.
- For the purpose of Direct Marketing activities only with your explicit consent.

2. DISCLOSURE OF YOUR PERSONAL DATA

The Data Controller may disclose your personal data to third parties involved in providing products or services to the Data Controller, or to service providers who perform services on the Data Controller's behalf. These include group companies, affinity partners, vehicle manufacturers, motor dealerships and repairers, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, call centre service providers, auditors, lawyers and other outside professional advisors, IT systems, support and hosting service providers and regulatory authorities, and as may be required by law.

3. INTERNATIONAL TRANSFERS OF DATA

The personal data the Data Controller collects from you may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). The Data Controller currently transfers personal data outside of the UK and EEA to the USA and Israel. Where the Data Controller transfers your personal data outside of the UK and EEA, it will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation. The Data Controller uses the European Commission approved 'Standard Contractual Clauses' with such parties to protect the data.

4. YOUR RIGHTS

Individuals in the European Economic Area (EEA) and the UK have several rights in connection with their personal information. These rights may apply in certain circumstances and are subject to certain legal exemptions.

You have the right to:

a) Access and obtain a copy of the personal data the Data Controller hold about you and information about how it is used;

b) Ask to update or correct any inadequate, incomplete, or inaccurate data;

c) Request erasure of your personal data.

d) Restrict and object to the future processing of your data.

e) Ask the Data Controller to provide your personal data to you in a structured, commonly used, machine-readable format, or you can ask to have it "ported" directly to another data controller.

f) Not be subject to fully automated decision making which has legal effects or otherwise significantly affects you.

g) Withdraw consent where your consent is used as a legal basis for using your personal data.

h) Object to the processing of your personal data for direct marketing purposes at any time.

i) Lodge a complaint with the local data protection authority where your complaint can't be resolved in the first instance by the Data Controller.

If you wish to exercise the following rights, please contact the Data Controller using the details in Section 6 below or you may submit requests via https://amtrust.clarip.com/dsr/create.

To ensure the Data Controller only disclose personal information where it knows it is dealing with the right individual, the Data Controller will ask you for proof of identity when making a request to exercise any of these rights. The Data Controller will respond to all valid requests within one month, provided to have all the information required to respond.

For every request, the Data Controller will make a priority to resolve your complaint as quickly as possible.

The relevant data protection authority is the Information Commissioner's Office (ICO), who you can contact via https://ico.org.uk/global/contact-us.

5. RETENTION

Your data will not be retained for longer than is necessary and will be managed in accordance with the Data Controller's data retention policy. In most cases the retention period will be for a period of ten (10) years following the expiry of the contract, or the Data Controller's business relationship with you, unless the data must be retained for a longer period due to business, legal or regulatory requirements. In any case, where data is retained, the Data Controller will endeavour to delete or to anonymise any personal elements, in order to maintain your privacy and security.

6. QUESTIONS IN RELATION TO THE DATA CONTROLLER'S PRIVACY POLICY OR USE OF YOUR DATA

If you have any questions concerning the Data Controller Privacy Policy or use of your personal data, including exercising your rights detailed in Section 4, you can contact: The Data Protection Officer, Car Care Plan Limited, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG, England or email CCPH_DPA@carcareplan.co.uk.

ANTI-FRAUD AND ANTI-THEFT REGISTERS

We or the **administrator** may pass information to various anti-fraud and anti-theft registers.

The aim is to help insurers check the information they are given and to prevent fraudulent claims. When considering **your** insurance application, **we** may search these registers. When **you** tell the **administrator** about an insured event, they will pass information relating to the event to the registers. It is a condition of this policy that **you** tell the **administrator** about an insured event, whether or not it leads to a claim.

FRAUD

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

- make a claim under the policy knowing the claim to be false or exaggerated in any way;
- make a statement to support a claim knowing the statement to be false in any way;
- give the **administrator** any documents to support a claim knowing the documents are forged or false in any way; or
- make a claim for any loss caused by **your** deliberate act or with **your** agreement;

we or the **administrator**:

- will not authorise the claim;
- may not authorise any other claim which has been or may be made under the policy;
- may declare the policy void (treat it as though it never existed);
- will be entitled to recover from **you** the amount of any claim already paid under the policy;
- will not return any of **your premium**; and
- may let the police know about the circumstances.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

Under the Contracts (Rights of Third Parties) Act 1999 or any other relevant laws, only **you** and **we** can enforce any of the terms of this policy. This will not affect any rights other people or organisations have under other laws.

AutoTrust Cosmetic Repair Insurance is administered by Car Care Plan Limited. Car Care Plan, Jubilee House, 5 Mid Point Business Park, Thornbury, West Yorkshire BD3 7AG

Website: www.weareautotrust.co.uk
Phone: 0344 573 8069

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Clarity approved by Plain English Campaign

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