MINI COSMETIC REPAIR *INSURANCE.*

POLICY WORDING.

MINI INSURANCE SOLUTIONS.

CONTENTS

1. INTRODUCTION

This document, together with the **Schedule of Cover**, forms **Your** contract of insurance with **Us**. The Policy explains the cover **You** have purchased, what is excluded and the terms and conditions that apply to that cover. Please keep both documents in a safe place so **You** can refer to them again if **You** need to.

Please read this document carefully and make sure **You** understand how this insurance works. If **You** do not comply with the terms and conditions, **We** may be unable to pay any claim that **You** make. Some words and phrases have a specific meaning wherever they are shown in **bold** and begin with a capital letter. Those meanings are set out in **Definitions: Meaning of words and phrases in this document**.

In return for **Your** payment of the **Premium**, **We** will provide the cover outlined in this Policy. Please check that the information contained in the **Schedule of Cover** is correct and that the cover meets **Your** needs. If it does not, please contact the **Policy Administrator**.

If **You** need this document to be made available in braille or audio format, please contact the **Policy Administrator**.

2. THE POLICY ADMINISTRATOR

This Policy is administered by: Qover SA, a public limited liability company registered with Crossroads Bank for Enterprises (BCE/KBO) in Belgium with number 0650.939.878 and address Rue du Commerce 31, 1000 Brussels. Qover is a Belgian untied insurance agent registered with the Financial Services and Markets Authority of Belgium under the code 0650.939.878. Qover's UK branch is registered in England & Wales and with UK Establishment address: Waterside, Unit 33, Schooner Court, 44-48 Wharf Road - London N1 7UX, authorised and regulated by the Financial Conduct Authority under firm reference number 988985.

3. THE CLAIMS ADMINISTRATOR

Claims are administered by GardX Assure Ltd, Lake House, 2 Port Way, Port Solent, Hampshire, United Kingdom, PO6 4TY who are authorised and regulated by the Financial Conduct Authority under firm reference number 711212.

4. THE INSURER

This Policy is underwritten by Helvetia Global Solutions Ltd, UK Branch, 6 Bevis Marks, London, EC3A 7BA.
Authorised and regulated by the Liechtenstein Financial Market Authority.
Authorised by the Prudential Regulation Authority.
Registered on the Financial Services Register under firm reference number 454140.

5. IMPORTANT INFORMATION

If **You** are a private individual, the following applies to **You**:

Giving Us all the important information

When **We** accept **Your** application for this insurance, **We** will rely on the information **You** provide. **You** must take reasonable care to give full and accurate answers to the questions asked when **You** take out, or make changes to, **Your** Policy. If the information **You** provide is incomplete or inaccurate, the level of cover may be affected and:

- **We** may cancel **Your** Policy and refuse to pay any claim; or
- **We** may not pay any claim in full.

We will write to **You** if **We**:

- intend to cancel **Your** Policy; or
- need to amend the terms of **Your** Policy; or
- require **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given **Us** is incomplete or inaccurate, **You** must inform the **Policy Administrator**.

If **You** are part of a partnership, a sole trader, a limited company or other legal entity, the following applies to **You**:

6. YOUR DUTY OF DISCLOSURE

Under the Insurance Act 2015, **You** have a duty to make a fair presentation of the risk to **Us** before this Policy starts, at each renewal and whenever **You** make any amendment to the cover.

This means **You** must:

(a) disclose all material facts that **You** know or ought to know;
(b) make the disclosure in a reasonably clear and accessible way;
(c) ensure that every material representation of fact is substantially correct and made in good faith.

7. WHAT IS A MATERIAL FACT?

A material fact is information that would influence **Our** decision as to whether to insure **You** and, if so, on what terms.

For the purposes of the duty of fair presentation, **You** are expected to know the following:

(a) if **You** are an individual, such as a sole trader or individual partner, what is known to **You** and anyone responsible for arranging this insurance; or, if **You** are not an individual, such as a limited company or partnership, what is known to anyone who is part of **Your** organisation's senior management. This means those people who play significant roles in deciding how **Your** activities are managed or organised, or anyone responsible for arranging this insurance; and
(b) what would reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation, including, for example, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance.

If the insurance is intended to insure subsidiaries, affiliates or other parties, **You** are expected to have included them in **Your** enquiries and to inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other suitable means.

Breach of duty

If **You** breach **Your** duty to make a fair presentation of the risk to **Us**, then:

- where the breach was deliberate or reckless, **We** may avoid this Policy, refuse all claims and keep all premiums paid;
- where the breach was neither deliberate nor reckless and, but for the breach, **We** would not have agreed to provide cover on any terms, **We** may avoid this Policy and refuse all claims, but **We** will return any premiums paid;
- where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover on different terms (other

than **Premium** terms), **We** may apply those different terms from the commencement of the Policy; and/or

- Where the breach of the duty of fair presentation was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover but on different terms, including charging a higher Premium, **Our** liability for any loss shall be reduced by the amount of **Premium** that should have been charged. In such circumstances, **We** will deduct the underpaid **Premium** from the claim settlement.`

- For example, if due to a breach of the duty of fair presentation: **We** charged a **Premium** of £100, but the correct **Premium** should have been £200; and a claim is submitted and agreed at a settlement value of £1,000, **We** will deduct the outstanding **Premium** of £100 from the claim settlement. The amount payable to **You** would therefore be £900.

Contact details

If **You** need to get in touch with the **Policy Administrator**, **You** can contact them:

- By Telephone: +44 333 006 9641
- By Email: customerservices@mini.qover.com
- In writing: Waterside, Unit 33, Schooner Court, 44-48 Wharf Road - London N1 7UX.

8. DEFINITIONS

The following words and expressions have the specific meanings described below and appear in **bold** throughout this document:

Approved Repairer – means the specialist repairer appointed by the **Administrator**.

Claims Administrator – means GardX Assure Ltd

Chip(s) – means a chipped area on the **Vehicle** with a maximum diameter of 1.5 cm or a maximum depth of 3 mm. This Policy does not include repairs to **Chips** on plastic trim.

Claim Limit – means up to a maximum of 3 or 4 claims per year per Policy. As highlighted in Your Schedule of Cover.

Consequential Loss – means any other costs that are directly or indirectly caused by the event that gave rise to **Your** claim, unless this Policy expressly provides for such costs.

Cosmetic Repair – means a repair to **Minor Cosmetic Damage** using an appropriate technique. A **Cosmetic Repair** aims to restore the **Damage** as closely as possible to its original condition. This may include a **Touch-in Repair**, but **You** should understand that no repair will match the original factory finish exactly.

Endorsement – means a document provided by the **Administrator** that records any changes to **Your** Policy or changes **You** have requested. Any **Endorsement** should be kept with this Policy.

End Date – means the date the insurance cover ends, as shown on **Your Schedule of Cover**.

Insurer – means Helvetia.

Key Damage – means malicious **Damage** to **Your Vehicle** caused by a sharp object or key. **Key Damage** must be reported to the Police.

Light Scratch – means a scratched area on the **Vehicle** where the scratch is no longer than 30 cm or no deeper than 3 mm. This Policy does not cover scratches to plastic trim.

Minor Cosmetic Damage – means a **Chip**, **Minor Dent**, **Light Scratch** and/or **Scuffed Bumper** caused by a single **Incident**, where the total damaged area does not exceed 30 cm in diameter or 3 mm in depth, and, in the case of a **Chip**, does not exceed 1.5 cm in diameter or 3 mm in depth.

Minor Dent – means a dented area on the **Vehicle** with a maximum diameter of 30 cm or a maximum depth of 3 mm.

Period of Insurance – the length of cover: 36 months

Policy Administrator – means Qover

Pre-Cover Waiting Period - means that cover will start after **You** have purchased the policy. The policy will not cover **Damage** that occurs in the first 14 days after the delivery date of the **Vehicle**

Premium – means the total amount **You** have agreed to pay for this insurance Policy. **You** may pay the full **Premium** upfront or by monthly instalments at no extra cost. The **Premium** and **Your** chosen payment method are shown in the **Schedule of Cover**.

Private Use – means that the **Vehicle** is used for social, domestic and pleasure purposes, including travel to and from work and business travel to meet clients. It does not include:

- couriering;
- commercial travel (for example, delivering parcels);
- hire or reward (such as taxis, self-drive hire or driving schools);

- any form of rally, speed testing, 4x4 off-roading, racing or other competition;
- any use in connection with the motor trade.

Proposal – means the document or declaration that shows the details **You** gave to the **Administrator** when **You** took out this Policy.

Schedule of Cover – means the document given to **You** when **You** took out this Policy, which shows **Your** details, **Your Vehicle** details and the **Start Date** and **End Date** of the Policy.

Scuffed Bumper – means a scuffed bumper with a maximum diameter of 30 cm or a maximum depth of 3 mm. This Policy does not cover repairs to any plastic part of the bumper.

Start Date – means the date shown on **Your Schedule of Cover** as the date this insurance cover begins. Please note: this Policy will not start until the **Pre-Cover Assessment** has been carried out and **Your Vehicle** has been accepted.

Territorial Limits – means the United Kingdom, Ireland, Isle of Man, Channel Islands, Switzerland, or within the countries of the European Economic Area.

Touch-in Repair – means a repair to a **Chip** or **Light Scratch** on a horizontal surface, such as a bonnet or saloon boot lid. A **Touch-in Repair** involves colour-matching and painting the **Minor Cosmetic Damage** as closely as possible to the original finish. A **Touch-in Repair** will be weatherproof but may remain visible.

Vehicle – means the **Vehicle** shown in the **Schedule of Cover**.

We, Us, Our – means Helvetia.

You, Your, Insured – means the individual named in the **Schedule of Cover**. This Policy will not cover companies or company-owned **Vehicles**, including limited companies and sole traders.

9. ABOUT YOUR POLICY

We will provide cover in accordance with this document, the **Schedule of Cover** and any **Endorsements**. If **You** have any questions about how this Policy works or whether **Your Vehicle** is eligible, please contact the **Administrator**, who will assist **You**.

10. CAN I TAKE OUT THIS POLICY?

You may take out this cover if, at the **Start Date**:

(a) **You** are a private individual and the registered owner and keeper of **Your Vehicle**;
(b) **You** are aged 18 or over and are a resident in the United Kingdom;
(c) **Your Vehicle** has a standard paint colour or finish that is not considered **specialist**, **non-standard** or an **exclusive** finish (for example, self-healing paint, body wrap, chrome-illusion paint, two-tone paint or matt finishes);
(d) **Your Vehicle** is 10 years old or younger and has fewer than 100,000 miles on the odometer at the **Start Date**;
(e) **Your Vehicle** is used for **Private Use** (social, domestic, pleasure and commuting); and
(f) **Your Vehicle** is not excluded from this cover; please see **What is not covered?**.

11. PERIOD OF INSURANCE / COVER

36 months – the **Start Date** when this Policy begins and the **End Date** when it ends. This Policy cannot be renewed.

Your Policy will end if any of the following occurs:

- the **End Date** is reached;
- **You**, or anyone acting on **Your** behalf, commits fraud or deliberately misleads the **Insurer** or the **Administrator**;
- **Your Vehicle** is sold or transferred to a new owner;
- the **Claim Limit** has been reached.

12. WHAT IS COVERED?

Within the **Period of Insurance**, **We** will provide either a **Cosmetic Repair** or, where appropriate, a **Touch-in Repair** to **Minor Cosmetic Damage** to **Your Vehicle** up to the **Claim Limit** shown in **Your Schedule of Cover**, subject to the terms and conditions of this Policy. Claims will be handled by the **Administrator** and the repairs will be carried out by **Our Approved Repairer**, who will use reasonable skill and care to carry out the repair to **Your** satisfaction. Please note that **Our Approved Repairer** can only carry out repairs within the **Territorial Limits**.

If a single **Incident** causes multiple areas of **Minor Cosmetic Damage**, they will be counted as one claim, but the total damaged area must not exceed 30 cm in length or 3 mm in depth.

If a **Cosmetic Repair** or **Touch-in Repair** cannot be used to repair **Minor Cosmetic Damage** to **Your Vehicle**, this Policy will pay up to a maximum of £250 including VAT towards the cost of using a repairer of **Your** choice to complete the repair. **You** must provide an invoice from the repairer for the work carried out before **We** will make a payment.

13. WHAT IS NOT COVERED?

You will not be covered under this Policy in the following circumstances:

- if **Your Vehicle** is over 10 years old at the **Start Date**;
- if **Your Vehicle** has covered more than 100,000 miles at the **Start Date**;
- for any **Damage** occurring prior to the **Pre-Cover Waiting Period**
- if the **Damage** is not a **Light Scratch**, **Chip**, **Scuffed Bumper** or **Minor Dent**;
- if the **Damage** is **Minor Cosmetic Damage** where a **Cosmetic Repair** is not technically possible;
- if the **Damage** is to horizontal flat surfaces, bonnets or boot tops and the **Approved Repairer** considers that a **Cosmetic Repair** or **Touch-in Repair** cannot achieve a satisfactory finish;
- for any **Key Damage** claim if the **Incident** has not been reported to the Police;
- if the paint colours or finishes cannot be adequately matched by the **Approved Repairer** (for example, **specialist**, **non-standard** or **exclusive** finishes, such as self-healing paint, body wrap, chrome-illusion paint, two-tone paint or matt finishes);
- if the **Damage** is to any body panel or part of a panel that has been distorted, ripped, torn or perforated, or where the replacement of any body panel or part of a panel is required;
- if the **Damage** is caused by hail, rust, pitting or discolouration of the paintwork;
- if the **Damage** is to stickers, decals, beading or mouldings (including protective plastic), or where the removal of these items is required;
- In the case of electric Vehicles, this policy does not cover **Damage** to the charging port;
- for **Damage** of any kind to wheels, wheel rims, wheel trim, locks, handles, accessories, door mouldings, window mouldings, lights or any window;
- for **Damage** to any plastic trim or moulding;
- if the **Damage** is not reported to the **Administrator** within 30 days of the **Incident**;

- if the **Damage** occurred before the **Start Date**;
- if the Policy was purchased more than 30 days after the vehicle delivery date;
- if **You** have not paid the **Premium** or a **Premium** instalment;
- if **You** have already reached the **Claim Limit**;
- if any repair work is carried out without **Our** prior permission;
- if **Your Vehicle** is located outside the **Territorial Limits** at the time of repair.

Your Vehicle is also excluded if:

- it is the subject of a contract-hire agreement (excluding personal contract-hire);
- it is not a passenger vehicle (for example, articulated lorries, trucks and tractors)
- it is used in the provision of public services (for example, buses and street sweepers
- it is used for commercial travel, other than commuting to and from a place of work;
- it is a light commercial **Vehicle**, delivery **Vehicle**, breakdown or recovery **Vehicle,** panel van or any **Vehicle** with a gross weight over 3,500 kg;`
- it is a motorcycle, scooter, emergency **Vehicle**, three-wheeled **Vehicle**, kit-car, quad bike, caravan or motorhome, trailer or boat;
- it is a **Vehicle** used for hire or reward (for example, taxis, self-drive hire or driving schools);
- it is used for delivery or courier work;
- it is used in any rally, speed-testing, 4x4 off-roading, racing or other competition or trial; or
- it is used for any purpose in connection with the motor trade.

In addition, the following are excluded:

- any claim where the loss is covered and is claimed for under another insurance policy;
- liability to any other party;
- any other costs that are indirectly caused by the event that led to **Your** claim, unless specifically stated as covered in this Policy;
- any claim where fraud has been committed; and
- **Damage** caused by nuclear substances.

14. HOW TO MAKE A CLAIM

If you wish to make a claim under this insurance cover, please contact the Claims Administrator on:

- By Telephone: 0203 874 1603
- By Email: support-miniprotect@gardx.co.uk
- In Writing: Lake House, 2 Port Way, Port Solent, Portsmouth PO6 4TY

Your personalised Customer Care Portal on https://myaccount.gardxconnect.com Please note to log in to the portal you'll need Your surname, vehicle registration, and either Your email or mobile number as shown on Your Schedule. If these details are missing or incorrect, please contact us.

If **You** need to make a claim under this Policy, **You** must contact the **Administrator** using the details above and follow the claims process outlined in **Your** Policy documentation. **You** must report the **Incident** promptly and provide any information or photographic evidence **We** request, including the date, location and nature of the **Damage** and, where applicable, a Police reference number for **Key Damage**.

Photographic Evidence:

You must take 3 photos of the **Damage**:

- Photo 1: Close up of the **Damage**
- Photo 2: Close up of the **Damage** with a measuring device showing the full end to end length of the **Damage**
- Photo 3: Take about 3 steps away from the **Vehicle** and take a picture of the **Damage** with the surrounding panels

To allow a prompt and accurate evaluation of **Your** claim, photos must be taken in daylight and the **Vehicle** must be clean and dry. **We** are unable to accept photos that are taken at night or where the **Vehicle** appears dirty or wet.

15. CANCELLATION

Your right to cancel

If **You** wish to cancel this Policy, **You** must contact the **Administrator**.
There will be no fee charged if the cancellation takes place after the cooling-off period.
If **You** have made a claim, no refund of **Premium** will be payable.

(a) Within the **cooling-off period** – **You** may cancel this cover within 14 days of the **Start Date** or the date **You** receive these Policy documents, whichever is later. During this period, **You** will receive a full refund of any **Premium** paid, and any **Premium** instalments that have been paid will be refunded, provided no claim has been made under this Policy.

(b) After the **cooling-off period** – **You** may cancel at any time. If **You** have paid the **Premium** in full, **You** will receive a refund for the unused period of cover.

If **You** are paying by instalments, those payments will cease, but **You** will not receive a refund because **You** will only have been charged for the cover **You** have already received. However, if **You** have made a claim, the full **Premium** for the Policy will be due.

To cancel **Your** Policy, please contact **Us** using the details below:

- By Telephone: +44 333 006 9641
- By Email: customerservices@mini.qover.com
- In writing: Waterside, Unit 33, Schooner Court, 44-48 Wharf Road - London N1 7UX.

Our right to cancel

If **We** cancel **Your** Policy, **We** will write to **You** at the most recent address held in **Our** records.

We may cancel **Your** Policy immediately in the following circumstances:

a) You commit fraud;

(a) if You commit fraud as described in this Policy;
(b) if Your Policy becomes invalid for any reason;
(c) if You fail to pay the Premium or a Premium instalment by the due date.

We may also cancel this Policy by giving You 30 days' written notice at **Your** last known address. If **We** cancel **Your** Policy, **You** will not be required to pay any further **Premium** and, if **You** have already paid the full **Premium**, **You** will receive a refund for the remaining period of cover.

Valid reasons why **We** might cancel **Your** Policy include, but are not limited to:

- where there is a change to the risk that means **We** can no longer provide cover;
- if **You** display threatening or abusive behaviour towards **Us**, the **Administrator** or any other party involved in **Your** cover;

- if **You** fail to co-operate with **Us** or the **Administrator** or do not provide information **We** request.

Please allow up to 28 days for Your cancellation and any applicable refund to be processed.

Fraud / invalid cover

We have a regulatory obligation to prevent fraud or dishonesty. In the event of a claim, details of the information **You** have given and the details of the claim may be shared with other insurers to help prevent fraudulent claims.

Fraud

If **We** make any claim payments and find that **You**, or someone acting on **Your** behalf, has acted dishonestly or committed fraud, then:

(a) **We** will not make any further payment and may seek to recover any amount already paid to **You**;

(b) **We** may cancel the Policy with effect from the time of the fraud;

(c) if **We** cancel the Policy, **We** will not pay any claim arising after the time of the fraud; and

(d) if **We** cancel the contract under this section, **We** will not return any **Premiums** paid by **You**.

16. INVALID COVER

If **We** make a claim payment as a result of **Your** dishonesty (or the dishonesty of someone acting on **Your** behalf), **You** must repay to **Us** any payment made by **Us**. **We** may take legal action to recover any such payment and any associated costs incurred by **Us**.

17. GENERAL CONDITIONS

You must tell the **Administrator** immediately if there are any changes to the information **You** provided when **You** took out this Policy, in particular a change of address or a change in the use of the **Insured Vehicle** (for example, use for private hire).
The **Administrator** will then inform **You** of any changes to the terms of **Your** Policy. If **You** do not notify **Us**, **Your** Policy may become invalid where those changes affect the cover.

i. **You** must not continue to drive the **Insured Vehicle** after any **Damage** or incident if doing so may cause further **Damage** to the **Insured Vehicle**.

ii. This Policy is governed by English law.

iii. To help the **Administrator** improve the quality of the service provided, telephone calls may be monitored and recorded.

18. PRIVACY NOTICE – USING YOUR PERSONAL INFORMATION

We will keep **Your** personal information secure and private. There are laws that protect **Your** privacy, and **We** follow them carefully. Under those laws, **We** are the company responsible for handling **Your** information (Data Controller). This notice explains how **We** use **Your** personal information.

19. WHAT WE DO WITH YOUR PERSONAL INFORMATION

We may use the information **We** hold about **You** to:

- assess whether **We** can offer **You** this insurance through **Our** computerised systems;
- assist **You** with queries or claims;
- provide **You** with information, products or services if **You** ask **Us** to;
- carry out research or statistical analysis.

We will need **Your** information to:

- provide this insurance;
- contact **You** about renewal;
- protect **You** and **Us** against fraud and money laundering;
- comply with legal and regulatory requirements.

20. DATA PROTECTION

For further information on how Qover processes your personal data, please visit [this link](). If you have any questions or wish to exercise your data protection rights, you may contact Qover's Data Protection Officer at privacy@qover.com.

21. COMPLAINTS PROCEDURE

We hope **You** do not need to complain, but if **You** are unhappy with how this Policy was sold to **You**, please contact the party that sold it to **You**.

If **You** wish to complain about the administration of this Policy or about a claim, please contact the **Administrator** using the details below

- By Telephone: +44 333 006 9641
- By Email: mediation@qover.com
- In writing: Waterside, Unit 33, Schooner Court, 44-48 Wharf Road - London N1 7UX.

22. REFERRING YOUR COMPLAINT TO THE FINANCIAL OMBUDSMAN SERVICE

If **You** are unhappy with the response or have not received any response within 8 weeks of the date **Your** complaint was received, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service. The Financial Ombudsman Service can review complaints from eligible complainants, but **You** must do so within 6 months of receiving a final response from **Us** (or on **Our** behalf).

Further information is available at www.financial-ombudsman.org.uk. The Financial Ombudsman Service is independent and provides a free and impartial service to help resolve complaints where **We** have not been able to resolve matters to **Your** satisfaction.

Their contact details are:
Financial Ombudsman Service, Exchange Tower,
Harbour Exchange Square, London, E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landlines)
0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers)
Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect **Your** legal rights.

23. FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations to **You** under this insurance. Further information can be obtained from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY.

Tel: 0800 678 1100 (Freephone) or 020 7741 4100.
Website: www.fscs.org.uk

24. LEGAL AND REGULATORY

This policy is underwritten by Helvetia Global Solutions Ltd, UK Branch. Helvetia Global Solutions Ltd is incorporated in Liechtenstein, registration number 0002191766. Helvetia Global Solutions Ltd's UK branch is registered in England & Wales under UK Establishment number BR024650. The UK Establishment address is 6 Bevis Marks, London, EC3A 7BA. Helvetia Global Solutions Ltd is authorised and regulated by the Liechtenstein Financial Market Authority and authorised by the Prudential Regulation Authority. **It** is subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority and is registered on the Financial Services Register under firm reference number 454140.

Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.