

Scratch & Dent Policy Wording Taxi & Driving Instructor

INTRODUCTION

Thank **You** for purchasing this Policy which has been offered to **You** by the Introducer and provided by Stubben Edge (Risk) Ltd on behalf of the **Insurer**, Novus Underwriting Limited on behalf of Millenium Insurance Limited

Millennium Insurance Limited, regulated by the Gibraltar Financial Services Commission ("GFSC") under the Financial Services (Insurance Companies) Act to carry on insurance business. Reg No.82939. Its principle office is PO Box 1314, 13 Ragged Staff Wharf, Queensway Quay, Gibraltar, GX11 1AA

As Stubben Edge acts as agent for the **Insurer**, monies paid to (or held by) Stubben Edge in relation to the insurance contract are treated as having been paid to (or held by) the **Insurer**.

It is intended to meet the demands and needs of someone looking to protect their **Vehicle** against minor scratches, dents, scuffs and paint chips.

To assist **You** in understanding the cover provided, certain words and phrases shown with initial capital letters and in bold have been given a specific meaning - please refer to the definitions part of this insurance policy.

Your Policy is evidence of the legal contract between **You and** the **Insurer**. The contract is based on the information supplied by **You** when **You** applied for insurance. **Your Policy** consists of:

- 1. this **Policy Wording**, which sets out what cover is provided and the terms, conditions, limitations and exclusions that apply, and
- 2. the **Policy Schedule**, which shows the scope of cover **You have** chosen.

OUR CONTACT DETAILS

Stubben Edge (Risk) Limited Telephone: + 44 207 8461 373

Email: hello@stubbenedge.com

Address: No 77 Cornhill,

London, EC3V 3QQ

Version: MIL-SCDT-TXDI-2311-POLICY



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DEFINITIONS

The words and phrases defined below have the meaning given wherever they appear in the **Policy**:

Application:	The documentation, forms, and information You have completed and provided to Us , including the cover selected by You and We have taken to be true and correct and which Your contract with Us is based on.
Approved Repairer:	A repair specialist authorised by Us to carry out a Repair .
Claim:	A request made by You to Us for the Repair of Minor Body Damage. Each incident of Minor Body Damage will be treated as a separate Claim. Any Claim is subject to the Claims Limit.
Claims Administrator:	MB&G Insurance Services Limited, Cobalt Business Exchange, Cobalt Park Way, Newcastle Upon Tyne, NE28 9NZ
Claim Limit:	A maximum of three Claims in any one Period of Insurance . Once this is reached, You will not be able to Claim until such time as the Policy is renewed, and the Minor Body Damage occurred on or after the renewal date.
Claim Waiting Period:	The period of 14 days from the Start Date of Your first Scratch and Dent Insurance with the Insurer . Any Minor Body Damage covered by this policy occurring during this period is excluded from coverage under this Policy . A Claim Waiting Period will not apply to any subsequent renewal policies issued by the Insurer where cover is continuous from Your previous policy.
Cover Start Date:	The day after the last day of the Claim Waiting Period, where You can then make a Claim for Minor Body Damage covered by this Policy, which has occurred after the Claim Waiting Period, provided that We have received the Electronic Images as outlined in this Policy.
Electronic Images:	Before the cover Start Date , and if Your Vehicle is older than 30 days, You must provide Us with the following: Eight (8) wide-angle, original and date stamped photographs of the Vehicle must be taken, i.e. front / front left / left side / back left / back / back right / right side / front right.
	If You have purchased a new Vehicle (where You are the first owner) and Your Vehicle is under 30 days old, then You do not need to provide Us with the Electronic Images required before the cover Start Date. Proof will be requested by Us in the event of a Claim.
	IN THE EVENT OF A CLAIM:
	Four (4) clear wide-angle, photographs of the damage to the Vehicle must be taken and uploaded as part of Your Claim .
Excess Payment:	The first £35.00 of the cost of each Repair that You must pay before the Repair is carried out, as shown on Your Policy Schedule .
Geographical Limits:	England, Scotland and Wales.
Indemnity Limit:	The amount reflected on Your Policy Schedule , being the maximum amount per Claim We will pay towards the repair.
Insured, You, Your:	The person named on the Policy Schedule , being the owner or registered keeper of the Vehicle or the person financing it on behalf of the owner or registered keeper.
Insurer:	Novus Underwriting Limited on behalf of Millenium Insurance Limited

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Introducer:	The party, person or company as named in the Policy Schedule , who has arranged this insurance on Your behalf.
Minor Body	The following minor damage to Your Vehicle :
Damage:	1. Paint chips which are less than 300mm in length and/or diameter,
Dainage.	3mm in depth and within a maximum of one body panel.
	·
	2. dents not exceeding 300mm in length and/or diameter, 3mm in depth
	and within a maximum of one body panel.
	3. scratches less than 300mm in length and/or diameter, 3mm in depth,
	and within a maximum of one body panel.
	4. paint scuffs less than 300mm in length and/or diameter, 3mm in
	depth, and within a maximum of one body panel.
Period of Insurance:	
Period of insurance:	12 months from the Start Date shown on Your Policy Schedule . The
	Period of Insurance will recommence on each renewal date.
Policy:	This Policy Wording and the Policy Schedule.
Policy Schedule:	The document issued to You when You take out this insurance, containing
_	details of the cover selected, You and the Vehicle, and confirmation of the
	effective Start Date , Cover Start Date , expiry date of the Policy .
Premium:	The amount You must pay (either in one instalment or in monthly
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	instalments) for this insurance as shown on Your Policy Schedule . This
	includes all applicable taxes.
Repair:	Repair of Minor Body Damage by an Approved Repairer using SMART Repair.
SMART Repair:	The specialist "Small, Medium Area Repair Technology" process of
-	repairing a Vehicle .
Start Date:	The date when this Policy begins and is indicated on the Policy Schedule .
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	The Start Date is not the date from when You are covered, which is the
	cover Start Date.
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Vehicle:	The Vehicle identified on the Policy Schedule by means of make, model
	and registration number, being under seven years old and having covered
	less than 70,000 miles at the Start Date of the Period of Insurance .
We, Us, Our:	Stubben Edge (Risk) Limited in its capacity as agent for the Insurer.

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PREMIUM PAYMENT

The **Insurer** will not make payment in respect of a **Claim** under this **Policy** until **You** have paid the **Premium**, and there are no amount(s) outstanding in respect of **Your** Premium. **Your Policy Schedule** will show if the **Premium** is due as a single payment or in instalments.

A single **Premium** payment is due on the first day of the **Period of Insurance**. If the **Premium** is payable in instalments, the first instalment is due on the first day of the **Period of Insurance** and each subsequent instalment will be due on the same day as that first day falling in each subsequent calendar month. If an instalment would otherwise be due on a day in a month that does not exist, that instalment will be due on the last day of the month (for example if a payment would otherwise be due on the 31st day, but the relevant month is April, that payment will be due on the 30th April).

Where **You** have opted to pay the entire amount upfront and in one instalment, this **Premium** payment will be due on or before the first day of the **Period of Insurance**.

Where **You** have opted to pay the entire amount upfront and in one instalment, this **Premium** payment will be due on or before the first day of the **Period of Insurance**.

PERIOD OF INSURANCE AND RENEWAL

The **Period of Insurance** is shown on **Your Policy Schedule**. **Your** cover will only start 14 days after the **Start Date**, being the **Cover Start Date**.

At least 30 days before the end of the **Period of Insurance**, **You will** be notified of the renewal **Premium and** should there be any change in the amount of the **Premium**. Because the renewal is a separate contract of insurance, **You** must tell **Us** if any information **You** previously provided to **Us** has changed. **You** will be notified if the new terms and conditions of **Your Policy** are different to these terms and conditions.

Should You not elect to renew Your contract, You must notify Us within 30 days before the end of the Period of Insurance, if You do not do so, Your Policy will be renewed based on the new terms sent to You.

If Your information has changed and the Policy is renewed, then You will be subject to the Claims Waiting Period, should Your information have remained the same, then Your cover will continue withoutany Waiting Period.

We do, however, reserve the right not to offer **You** renewal terms. On renewal, **Premium** will be collected automatically to ensure continuity of cover, unless **You request** otherwise in writing.

Please note that irrespective of the expiry date shown under the **Period of Insurance**, the benefits of this Insurance will automatically cease if **Your Vehicle** is sold or transferred to a new owner. **You** must notify **Us** immediately if this is the case, as any **Premium** refund which could be due to **You**, will only be calculated from the date **We** are notified.

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WHAT YOU ARE COVERED FOR

If Your Vehicle sustains Minor Body Damage as a result of an incident happening after the Claim Waiting Period and within the Geographical Limits, the Insurer will pay for the cost of Repair. Minor Body Damage is defined in the definition section and outlined below:

- Paint chips which are less than 300mm in length and/or diameter and no deeper than 3mm.
- Dents to **Your** car's body work that are less 300mm in length and/or diameter and no deeper than 3mm.
- Paint scuffs or scratches that are less than 300mm in length and/or diameter and no deeper than 3mm.

If You want to make a Claim for Repair, You must follow the procedure set out in this Policy under the 'MAKING A CLAIM'. The number of Claims and the amount per Claim, which can make after the Claim Waiting Period is subject to the Indemnity Limit as shown in the Policy Schedule and subject to a maximum of three claims during the Period of Insurance.

If You have failed to provide Us with Electronic Images of Your Vehicle by the end of the Claim Waiting Period as requested in the Application, then You will not be able to make a Claim. Electronic images of Your Vehicle can be uploaded by accessing the link in Your welcome email, and/or emailed to Us at hello@stubbenedge.com.

WHAT IS NOT COVERED

This insurance will not cover:

- 1. the repair of any **Minor Body Damage**:
 - 1.1. present on **Your Vehicle** prior to the first day after the end of the **Claim Waiting Period**; or
 - 1.2. happening during the **Claim Waiting Period**, if applicable.
- 2. any:
 - 2.1. damage that is not classed as **Minor Body Damage** by the **Approved Repairer**.
 - 2.2. **Minor Body Damage** that in the opinion of the **Approved Repairer** cannot be repaired using a **SMART Repair** or will require the work to be completed by a bodyshop.
- 3. any Minor Body Damage to:
 - 3.1. any part of a **Vehicle** with a non-standard or a custom paint finish, including but not limited to self-healing paint, pearlescent paint, chrome illusion paint, two tone paint, or matte finishes.
 - 3.2. stripes, decals, stickers and vinyl wraps.
 - 3.3. the roof of the **Vehicle**.
- 4. any **Minor Body Damage** where the paint is cracked, flaked or where any paint has been removed to reveal the underlying metalwork.

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- 5. any Minor Body Damage caused:
 - 5.1. by decals or stickers.
 - 5.2. by wear and tear, hail, corrosion, pitting, or paintwork discolouration.
 - 5.3. by a road traffic accident.
 - 5.4. while **Your Vehicle** is being used for dispatch, road racing, track day participation, rallying, pace-making, speed testing or any other competitive event.
 - 5.5. while **Your Vehicle** is located, or the damage occurred outside of the **Geographical Limits**.
- 6. **any Minor Body Damage** caused by or arising out of any unlawful act by **You** or by anyone permitted to drive **Your Vehicle**.
- 7. any damage:
 - 7.1. to headlamps, lights, glass or wheels.
 - 7.2. to or re-application of any form of paint protection film, liquid, wax, or sealant.
 - **7.3.** covered by any other insurance available to **You.**
- 8. repairs to cracked or deformed bumpers.
- 9. any variation in paint colour or finish including rust, due to the age and/ or condition of **Your Vehicle**.
- 10. the amount of the Excess as stated on Your Policy Schedule.
- 11. Any amounts charged by the **Approved Repairer** which exceeds the **Indemnity Limit** as stated in **Your Policy Schedule**.
- 12. If You have failed to provide Us with Electronic Images of Your Vehicle by the end of the Claim Waiting Period as requested in the Application, then You will not be able to make a Claim.
 - **Electronic images** of **Your** Vehicle can be uploaded by accessing the link in **Your** welcome email, and/or emailed to **Us** at hello@stubbenedge.com.
- 13. Any damage which falls outside of the scope outlined in the "WHAT YOU ARE COVERED FOR" section above.

EXCLUDED VEHICLES

The following Vehicles / Vehicle types are excluded from cover.

- 1. Self-drive hire, service **Vehicles** e.g. police, ambulance etc;
- 2. Commercial vehicles or vans with a carrying capacity exceeding 1750kg.
- 3. A **Vehicle** used in any sort of competitions, rallies, pace making or off-road use.
- 4. Any **Vehicle** owned temporarily or otherwise.
- 5. Any **Vehicle** which is not listed in Glass's Guide.

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MAKING A CLAIM

If **Your Vehicle** sustains **Minor Body Damage** and **You want** to make a **Claim** under this **Policy**, **You** must follow the following procedure:

- 1. Check that the **Minor Body Damage** is covered under this **Policy**.
- 2. To make a **Claim**, within 14 days of the incident, **You** should complete the online **Claim** form at www.mbginsurance.co.uk.

Completing the Claim form will provide Us with all the necessary information that We require in order to quickly process Your Claim. Please note that failure to provide all information at this point may mean that Wewill not be able to process Your Claim.

Alternatively, **You** may contact the **Claims Administrator** 9am - 5pm Monday - Friday on 0191 258 8127

Alternatively, please write to: Mechanical Breakdown & General Insurance Services Ltd Cobalt Business Exchange Cobalt Park Way Newcastle NE28 9NZ

- 3. If **We** accept **Your Claim**, it will be handled by the **Claims Administrator** and the **Repair** will be carried out within the **Geographical Limits** by an **Approved Repairer**, who will make reasonable efforts to carry it out to **Your** satisfaction.
- 4. If **You** have **Your Vehicle** repaired by anyone other than an **Approved Repairer**, then **We** will not make payment of any **Claim** in respect of that repair.
- 5. You must pay the Claims Administrator the Excess (found on the Policy Schedule) prior to the Approved Repairer carrying out any repairs. The quotation for the repairs to Your Vehicle is only valid for a certain period as stated on the quotation. If the Excess is not paid by You within this period, then We will count this as a Claim and You will forfeit any right to Claim in respect of that damage.
- 6. Both You and the Vehicle must be available on the day and at the time slot allocated for the Approved Repairer to attend. Failure to be present when the Approved Repairer attends will result in the forfeit by You of the Excess and will be counted as a Claim under the Policy where multiple Repairs are carried out by the Approved Repairer on the same day, these will be treated as multiple Claims under the Policy.
- 7. In certain circumstances, the **Approved Repairer** may advise **You** that the **Minor Body Damage** cannot be effectively repaired using **SMART Repair** and requires a bodyshop repair. If despite this **You** request that the **Approved Repairer** undertakes a **SMART Repair** and **You** are subsequently not satisfied with the result, any further work carried out to the same **Minor Body Damage** will not be covered under this **Policy**, and **You** will be solely liable for any further work which needs to be carried out.

If **You** fail to follow any part of the procedure set out above and this failure is detrimental to the **Insurer**, it might affect the amount that the **Insurer** will pay in settlement of **Your Claim** or the **Insurer** might refuse to pay **Your Claim**.

If You have failed to provide Us with Electronic Images of Your Vehicle by the end of the Claim Waiting Period as requested in the Application, or when You submit a Claim, then You will not be able to make a Claim, and Your Policy will be cancelled by Us. This is more fully outlined in the Cancellation section below.

Where **We** have authorised **Your Claim**, **We** will settle the **Claim** directly with the **Approved Repairer** on behalf of the **Insurer**.

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YOUR OBLIGATIONS

You must comply with the following conditions to have the full protection of Your Policy.

- 1. The **Insurer** will not make any payment under this **Policy** unless **You**:
 - 1.1. are the owner or registered keeper of the **Vehicle** or **You** are financing the **Vehicle** on behalf of the owner or registered keeper of the **Vehicle**.
 - 1.2. comply with all of the terms and conditions contained in this **Policy**; and
 - 1.3. give Us, at Your expense, any information which We may reasonably require and cooperate fully in the investigation of any Claim You make under this Policy, this includes evidence that the damage occurred on the date and at the location stated in Your Claim.
 - 1.4. Provide **Us** with the Electronic Images as outlined herein, before the Cover Start Date and in the event of a Claim.
- 2. You must take all reasonable steps to prevent or minimise damage to Your Vehicle. If You fail to do so, You shall be liable to the Insurer for an amount equal to any detriment the Insurer has suffered as a result of Your failure to comply with this obligation, which the Insurer may deduct from any payment they make under this Policy.
- 3. You must take reasonable care to provide accurate and complete answers to all the questions You are asked when You take out or make changes to this policy.

You must notify the **administrator** as soon as possible if any of the information in **Your** policy documents is incorrect or if **You** wish to make a change to **Your** policy.

If You do not provide accurate and complete answers to the questions You are asked, or You fail to notify the administrator of any incorrect information or changes You wish to make, Your policy may not operate in the event of a claim. We may not pay any claim in full, or Your policy could be invalid.

No term of this insurance contract is intended to limit or affect the statutory rights and obligations of the parties to this contract under the effect of the Insurance Act 2015

- 4. We take a robust approach to fraud prevention in order to keep premium rates down so that You do not have to pay for other people's dishonesty. If any claim made by You or anyone acting on Your behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, We may:
 - 4.1. Not pay Your claim, and
 - 4.2. Recover (from You) any payments We have already made in respect of that claim, and
 - 4.3. Terminate Your insurance from the time of the fraudulent act, and
 - 4.4. Inform the police of the fraudulent act. If **Your** insurance is terminated from the time of the fraudulent act, **We** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

This does not affect **Your** rights in relation to any **Claim** made or **Minor Body Damage** occurring before the date of the fraudulent act.

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CANCELLATION OF THE POLICY

- 1. This **Policy** has a **Cooling-off Period**. This means **You** may cancel this **Policy** within the first 14 days of the **Period of Insurance**, or within 14 days after the day on which **You** receive the documentation for this **Policy** if that is later, for any reason and by any means. The documentation for this **Policy** will be treated as received by **You** 7 working days after it was posted to **You** by pre-paid post or the following day if it was sent to **You** by email.
- 2. If **You** have paid the **Premium** due, **You** will be entitled to a full refund of it provided **You** have not made a **Claim** and are not aware of any circumstances which could give rise to a **Claim**. If the **Premium** is refunded in full, the **Insurer** will treat this **Policy** as if it never existed and no liability whatsoever shall attach to the **Insurer** in respect of this **Policy**.
- Once the Cooling-off period has ended and You have still failed to provide Us with the Electronic Images as outlined herein, then We will be entitled to immediately cancel Your Policy and We will return any Premium which has been paid by You.
- 4. Once the Cooling-off Period has ended, **You** may cancel this **Policy** at any time by emailing notice to hello@stubbenedge.com and the cancellation will take effect from the date specified in the notice or, if no effective date has been specified, from the date the notice is received by **Us**.
- 5. The **Insurer** may cancel this **Policy** by giving **You** written notice. The effective date of cancellation will be stated in the notice but will not be less than 30 days from the date that the notice is issued, unless the **Policy** is cancelled because of non-payment of **Premium** due.
- 6. If the **Policy** is cancelled in accordance with paragraph 4 or 5 above, provided that **You** have not made a **Claim** and **You** are not aware of any circumstances which could give rise to a **Claim**, the **Insurer** will give **You** a pro rata refund of the **Premium** (if these have been paid by **You** already) for the remaining **Period of Insurance** after the effective date of cancellation for which **You** have already paid. **We** will not charge and administration fee, however, the **Insurer** will not refund any premium under £20.
- 7. If it has been agreed that **You** can pay the **Premium** by instalments and **You** fail to pay an instalment within 30 days of its due date, the **Insurer** may cancel this **Policy** with effect from the 30th day following the date on which the unpaid instalment of **Premium** was due. **You** will not be entitled to any benefits under this **Policy** after the date the unpaid **Premium** was due.
- 8. In the event that **You** cancel this Policy prior to the end of the **Period of Insurance**, then **We** will be entitled to charge an administration fee of **£20** in order to process the early termination.

POLICY TRANSFER

Provided that You have not made a Claim, if You change Your Vehicle during the Period of Insurance, You may ask Us to transfer this Policy to Your new Vehicle. If We agree to do this, We will write to You to confirm Our agreement. The new Vehicle will be covered subject to the terms and conditions of this Policy, unless otherwise agreed by You and Us.

LAW AND JURISDICTION

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

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COMPLAINTS

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below: -

Sale of Policy

Stubben Edge Risk Limited Email: hello@stubbenedge.com Telephone: +44 207 8461 373

Address: 77 Cornhill, London, EC3V 3QQ

Claims

MB&G Insurance Services Limited Cobalt Business Centre, Cobalt Park Way, Newcastle, NE20 9NZ.

Email: <u>CVT@mbginsurance.com</u>

In all correspondence, please state that **Your** insurance is provided by Novus Underwriting Limited and quote scheme reference B1927GDR0022023/02

If Your complaint about Your claim cannot be resolved by the end of the third working day, MB&G Insurance Services Limited will pass it to the Insurer

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Tel: 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local Citizens Advice Bureau.

If You have purchased the insurance policy online, You may also raise Your complaint via the EU Online Dispute Resolution Portal at http://ec.europa.eu/consumers/odr/. This will forward Your complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling Your complaint than if You contact the Financial Ombudsman Service directly.

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DATA PROTECTION AND PRIVACY

We take Your privacy very seriously.

This privacy notice is relevant to anyone who uses **Our** services, including Policyholders, prospective Policyholders, and any other individuals insured under a **Policy**. **We** refer to these individuals as "**You/Your**" in this notice. **We** are dedicated to being transparent about what **We** do with the information that **We** collect about **You**.

Any personal information **You** provide to **Us** will be treated in accordance with applicable data protection legislation including but not limited to the EU General Data Protection Regulation. For the purposes of data protection laws, **We** are the "data controller" of all personal information that **We** collect, use and/or otherwise process about **You** under **Our Privacy Policy**.

Why do We process Your data?

The provision of **Your** personal data is necessary for **Us** to administer **Your** insurance **Policy** and meet **Our** contractual requirements under the **Policy**. **You** do not have to provide **Us** with **Your** personal data, but **We** may not be able to proceed appropriately or handle any claims if **You** decide not to do so.

By signing the Application Form when applying for a **Policy**, **You** consent to **Us** using and sharing **Your** personal information as set out in **Our Privacy Policy** including, without limitation, the processing of personal sensitive data (this is most likely to include any information about **Your** health and/or information about any criminal record **You** may have). If submitting personal information about another person, by signing this form **You** confirm that **You** have their consent to provide such information to **Us** and for their information to be used as set out in this notice.

We will only retain Your personal information for the period required to administer Your Policy or as required by law, if longer.

We may record telephone calls to help Us monitor and improve the service We provide.

For further information on how **Your** information is used and **Your** rights in relation to **Your** information please see **Our Privacy Policy**. If **You** do not have access to the internet, please contact **Us** and **We** will send **You** a printed copy.

Personal Information - The Insurer

For more information about how the Insurer use Your personal information please see Our full privacy notice, which is available in the Privacy section of our website https://www.micinsurance.net/en/privacy-policy-and-terms-of-use/

Millennium Insurance limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if Millennium Insurance limited cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or You can write to: Financial Services CompensationScheme, P O Box 300, Mitcheldean, GL17 1DY.

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