

**SCRATCH & DENT  
POLICY WORDING**

## ABOUT YOUR INSURANCE

Thank **You** for choosing this Scratch & Dent Insurance Policy. This insurance was arranged for **You** by **Stubben Edge (Risk) Limited** who act on **Your** behalf and is underwritten by **1Edge Insurance PCC Limited**.

This **Policy** is a legal contract between the **Insurer** and **You** (the 'Policyholder'). It is important that this document is checked to make sure that it meets **Your** requirements and that all the details stated in the **Policy Schedule** are correct and reflect the cover requested.

The **Insurer** in this Policy Document is **1Edge Insurance PCC Limited acting on behalf of its cell, 1Edge Insurance Cell 1**, which is licensed to carry on international general insurance business by the Guernsey Financial Services Commission (GFSC) – GFSC Ref. No. 2771296. 1Edge Insurance PCC Limited is a protected cell company with liability limited by shares incorporated in Guernsey under the Companies (Guernsey) Law, 2008, as amended ("Companies Law"). 1Edge Insurance PCC Limited registered address is Suite 1 North, 1<sup>st</sup> Floor, Albert House, South Esplanade, St Peter Port, Guernsey, GY1 1A.

**Stubben Edge (Risk) Limited ("We, Us or Our")** is an insurance intermediary authorised and regulated by the Financial Conduct Authority ("FCA"). (Firm Reference Number: 943286) Stubben Edge (Risk) Limited (Company No 09073942) is registered in England and Wales. Registered office: Fourth Floor, 75-77 Cornhill, London, United Kingdom, EC3V 3QQ.

Full details are available on the Financial Services Register at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768 (Freephone) or 0300 500 8082 from the UK or +44 207 066 1000 from abroad.

**1Edge Insurance PCC Limited** and **Stubben Edge (Risk) Limited** are within the same wider company group but operate independently of each other in relation to **Your** insurance. This will not affect **Your** rights in relation to **Us** or the **Insurer**.

## NOTICES

### DOCUMENTATION

This document, the **Policy Schedule** and any endorsement(s) attaching to this document and/or **Policy Schedule** constitute the **Policy**, which is the insurance contract and sets out the terms of this insurance between **You** and **Insurer**.

If **You** have received **Your** documentation by email and would like to receive paper copies, please contact **Us**. **You** can find **Our** contact details under the 'Notices' Section under OUR CONTACT DETAILS.

### YOUR COMPLIANCE WITH POLICY TERMS

**You** must comply with the terms of this **Policy**. Failure to comply with the terms of this **Policy** may result in **Your** claim being refused or reduced where that claim has been affected by **Your** failure to comply.

### DEFINED TERMS

Terms that appear in bold face type are defined in the Definitions section of this Policy. The singular includes the plural.

### UNDERSTANDING THIS POLICY

This **Policy** must be read by **You** in its entirety as conditions, exclusions and other limitations apply. **You** must ensure that the cover **You** have purchased under this **Policy** is adequate for **Your** needs. If **You** are unsure or unclear about any aspect, please discuss this **Policy** with **Us**. If **You** think there is a mistake in or a change needs to be made to this **Policy**, please notify **Us** immediately.

### OUR CONTACT DETAILS

#### Stubben Edge (Risk) Limited

**Address:** Fourth Floor 75-77, Cornhill, London, EC3V 3QQ

**Telephone:** + 44 207 8461 378

**Email:** [enquiries@stubbenedge.com](mailto:enquiries@stubbenedge.com)

**Office hours** 09h00 to 17h00 Mon – Fri (Excluding Bank Holidays)

## 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, **We** and 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**.
3. Once the Cooling-off period has ended and **You** have still failed to provide **Us** with the **Electronic Images** as outlined herein, then the **Insurer** 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 contacting **Us** and the cancellation will take effect from the date advised or, if no effective date has been specified, from the date the notice is received by **Us**.

If **You** wish to cancel **Your** policy in accordance with paragraph 1. or 4. above, please contact **Us**. **You** can find **Our** contact details under the 'Notices' Section under OUR CONTACT DETAILS.

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. However, the **Insurer** will not refund any premium under £20.
7. If **You** pay the **Premium** monthly under a credit arrangement and **You** default under that arrangement to pay the premium, the **Insurer** may cancel this **Policy** from the default date unless otherwise agreed in writing.
8. In the event that **You** cancel this **Policy**, in accordance with paragraph 4, prior to the end of the **Period of Insurance**, then **We** will be entitled to charge an administration fee of £30 in order to process the early termination.
9. If **You** pay the **Premium** monthly under a credit arrangement any amount of **Premium** returned will be reduced by any unpaid premiums or instalments due at the time of cancellation.
10. If **You** have had a paid claim on **Your** policy and wish to cancel **You** will be required to pay any outstanding instalments remaining on **Your** policy. If **You** have had a paid claim on **Your Policy** and wish to cancel **You** are not entitled to a refund.

## HOW TO MAKE A COMPLAINT

Our aim is to provide **You** with a high-quality service at all times, although **We** do appreciate that there may be instances where **You** feel it is necessary to lodge a complaint.

If **You** are unhappy with any element of **Our** service concerning the sale and administration of **Your Policy**, please contact **Us**. **You** can find **Our** contact details under the 'Notices' Section under OUR CONTACT DETAILS.

**We** will acknowledge receipt of **Your** complaint in writing within 5 working days and give **You Our** response to **Your** complaint at this time if **We** can. If **We** are unable to respond to **You** within this period of time, **We** will provide **You** with **Our** complaints procedure, (which is available on **Our** website and on request) as well as further details as to when **We** will likely be in a position to respond.

If **You** are unhappy with any element of **Your** claim, please contact the **Claims Administrator** by using the contact details below:

**Address:** MB&G Insurance Services Limited, Cobalt Business Exchange, Cobalt Park Way, Wallsend, Tyne and Wear, NE28 9NZ  
**Tel:** 0191 259 6378  
**Email:** [cvt@mbginsurance.com](mailto:cvt@mbginsurance.com)  
**Office hours:** 09h00 to 17h00 Mon – Fri (Excluding Bank Holidays)

If **We** or the **Claims Administrator** cannot settle **Your** complaint to **Your** satisfaction, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman Service ("**FOS**").

The **FOS** is an independent and free to access service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the **FOS** at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or in **Our** complaints procedure which is available on **Our** website or by request.

If **You** wish to complain about the **Insurer**, please contact:

**Company:** **1Edge Insurance PCC Limited**  
**Address:** Suite 1 North, 1st Floor, Albert House, South Esplanade, St Peter Port, Guernsey, GY1 1AJ  
**Tel:** 02078469946  
**Email:** [hello@1Edgeinsurance.gg](mailto:hello@1Edgeinsurance.gg)  
**Office hours:** 09h00 to 17h00 Mon – Fri (Excluding Bank Holidays)

#### **Private individuals**

- If **You** are: an individual consumer (whether or not **You** are in the Channel Islands)

If **You** remain dissatisfied after the **Insurer** has considered **Your** complaint or if they have not provided a response within 3 months, **You** have the right to refer **Your** complaint to the Channel Islands Financial Ombudsman:

#### **Channel Islands Financial Ombudsman**

**Address:** PO Box 114, Jersey, Channel Islands, JE4 9QG  
**Tel:** +44 1534 748610 International  
**Fax:** +44 1534 747629  
**Email:** [enquiries@ci-fo.org](mailto:enquiries@ci-fo.org)  
**Web:** <https://www.ci-fo.org/>

The above complaints procedure does not prejudice **Your** right to take alternative legal proceedings.

## DEFINITIONS

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

<b>Application:</b>	The documentation, forms, and information <b>You</b> have completed and provided to <b>Us</b> , including the cover selected by <b>You</b> and <b>We</b> have taken to be true and correct and which <b>Your</b> contract is based on.
<b>Approved Repairer:</b>	A repair specialist authorised by <b>the Insurer</b> to carry out a <b>Repair</b> .
<b>Claim:</b>	A request made by <b>You</b> to the <b>Insurer</b> for the <b>Repair</b> of <b>Minor Body Damage</b> . Each incident of <b>Minor Body Damage</b> will be treated as a separate <b>Claim</b> . Any <b>Claim</b> is subject to the <b>Claims Limit</b> .
<b>Claims Administrator:</b>	Mechanical Breakdown & General Insurance Services Ltd., Cobalt Business Exchange Cobalt Park Way Newcastle NE28 9NZ
<b>Claims Limit:</b>	The maximum number of claims that can be made during the <b>Period of Insurance</b> . <ul style="list-style-type: none"> <li>• Three (3) <b>Claim(s)</b> under a twelve (12) month policy.</li> <li>• Six (6) <b>Claim(s)</b> under a Twenty-four (24) month policy (*).</li> <li>• Nine (9) <b>Claim(s)</b> under a Thirty-six (36) month policy (*)</li> </ul> (*) 3 claims allowed per year with the claims limit recommencing at each anniversary of the <b>Start Date</b> , subject to the duration of cover purchased.  Once this is reached, <b>You</b> will not be able to claim until such time as the <b>Policy</b> is renewed, and the <b>Minor Body Damage</b> occurred on or after the renewal date.
<b>Claim Waiting Period:</b>	The period of 14 days from the <b>Start Date</b> of <b>Your</b> first Scratch and Dent Insurance with the <b>Insurer</b> . Any <b>Minor Body Damage</b> covered by this policy occurring during this period is excluded from coverage under this <b>Policy</b> . A <b>Claim Waiting Period</b> will not apply to any subsequent renewal policies issued by the <b>Insurer</b> where cover is continuous from <b>Your</b> previous policy.
<b>Cover Start Date:</b>	The day after the last day of the <b>Claim Waiting Period</b> , where <b>You</b> can then make a claim for <b>Minor Body Damage</b> covered by this <b>Policy</b> , which has occurred after the <b>Claim Waiting Period</b> , provided that <b>We</b> have received the <b>Electronic Images</b> as outlined in this <b>Policy</b> .
<b>Electronic Images:</b>	<b>Before the cover start date, You must provide us with the following:</b>  Eight (8) wide-angle, original and date stamped photographs of the <b>Vehicle</b> must be taken, i.e. front / front left / left side / back left / back / back right / right side / front right.  <b>IN THE EVENT OF A CLAIM:</b>  Four (4) clear wide-angle, photographs of the damage to the <b>Vehicle</b> must be taken and uploaded as part of <b>Your</b> claim.
<b>Excess Payment:</b>	The part of the cost of each <b>Repair</b> that <b>You</b> must pay before the <b>Repair</b> is carried out, as shown on <b>Your Policy Schedule</b> .
<b>Geographical Limits:</b>	The United Kingdom, the Channel Islands and the Isle of Man.
<b>Insurer:</b>	1Edge Insurance PCC Limited acting on behalf of its cell, 1Edge Insurance Cell 1, Suite 1 North, 1st Floor, Albert House, South Esplanade, St Peter Port, Guernsey, GY1 1AJ
<b>Limit of Indemnity:</b>	The amount reflected on <b>Your Policy Schedule</b> , being the maximum amount per <b>Claim</b> the <b>Insurer</b> will pay towards the repair.

<b>Minor Body Damage:</b>	The following minor damage occurring after the <b>Cover Start Date</b> and not pre-existing to <b>Your Vehicle</b> : <ol style="list-style-type: none"> <li>1. Paint chips which are less than 300mm in length and/or diameter, 3mm in depth and within a maximum of one body panel.</li> <li>2. dents not exceeding 300mm in length and/or diameter, 3mm in depth, and within a maximum of one body panel.</li> <li>3. scratches less than 300mm in length and/or diameter, 3mm in depth, and within a maximum of one body panel.</li> <li>4. paint scuffs less than 300mm in length and/or diameter, 3mm in depth, and within a maximum of one body panel.</li> </ol>
<b>Period of Insurance:</b>	The duration between the policy <b>Start Date</b> and the policy end date, as noted on <b>Your Policy Schedule</b> .
<b>Policy:</b>	This <b>Policy Wording</b> and the <b>Policy Schedule</b> .
<b>Policy Schedule:</b>	The document issued to <b>You</b> when <b>You</b> take out this insurance, containing details of the cover selected, <b>You</b> and the <b>Vehicle</b> , and confirmation of the effective <b>Start Date, Cover Start Date, and</b> expiry date of the <b>Policy</b> .
<b>Premium:</b>	The amount <b>You</b> must pay for this insurance as shown on <b>Your Policy Schedule</b> . This includes all applicable taxes.
<b>Repair:</b>	Repair of <b>Minor Body Damage</b> by an <b>Approved Repairer</b> using <b>SMART Repair</b> .
<b>SMART Repair:</b>	The specialist "Small, Medium Area Repair Technology" process of repairing a vehicle.
<b>Start Date:</b>	The date when this <b>Policy</b> begins and is indicated on the <b>Policy Schedule</b> .  The <b>Start Date</b> is not the date from when <b>You</b> are covered, which is the <b>Cover Start Date</b> .
<b>Vehicle:</b>	The <b>Vehicle</b> identified on the <b>Policy Schedule</b> by means of make, model and registration number, being under five years old and having covered less than 60,000 miles at the <b>Start Date</b> of the <b>Period of Insurance</b> .
<b>We, Us, Our:</b>	Stubben Edge (Risk) Limited.
<b>You, Your:</b>	The person named on the <b>Policy Schedule</b> , being the owner or registered keeper of the <b>Vehicle</b> or the person financing it on behalf of the owner or registered keeper.

## PREMIUM PAYMENT

The **Insurer** will not make payment in respect of a **Claim** under this **Policy** until **You** have paid the **Premium** or agreed to pay the **Premium** under a credit arrangement. **Your Policy Schedule** will show if the **Premium** is due as a single payment or by monthly instalments under a credit arrangement.

Where **You** have opted to pay:

1. 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**.
2. by monthly instalments, the deposit will be due to **Us** on or before the first day of the **Period of Insurance**, all other monthly payments will be made between **You** and the third-party credit supplier.

If **You** pay the **Premium** under a credit agreement and the **Insurer** pays a **Claim** under this **Policy** **You** agree to continue to pay the **Premium** due until expiry of the credit arrangement. If **You** default on the credit arrangement following a **Claim**, **You** will be responsible for payment of the outstanding **Premium** to **Us**.

## 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.

If **You** wish to renew **Your Policy** **You** must contact **Us** to arrange payment of the premium prior to the renewal date. **You** can find **Our** contact details under the 'Notices' Section under OUR CONTACT DETAILS.

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 without any waiting periods.

**We** do, however, reserve the right not to offer **You** renewal terms.

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.

## 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 and within a maximum of one body panel.
- Dents to **Your** car's body work that are less than 300mm in length and/or diameter and no deeper than 3mm and within a maximum of one body panel.
- Paint scuffs or scratches that are less than 300mm in length and/or diameter and no deeper than 3mm and within a maximum of one body panel.

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

If **You** have failed to provide **Us** or the **Insurer** 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. Please refer to the 'YOUR OBLIGATIONS' item 1.4 for further information on how to forward **Electronic Images** of **Your Vehicle** to **Us**.

## 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 body shop.
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.
5. any **Minor Body Damage** caused:
  - 5.1. by decals or stickers.
  - 5.2. by wear and tear, hail, corrosion, pitting (which is a type of corrosion that can affect any materials including metals that have a protective coating), 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 Payment** as stated on **Your Policy Schedule**.
11. Any amounts charged by the Approved Repairer which exceeds the **Limit of Indemnity** as stated in **Your Policy Schedule**.



12. If **You** have failed to provide **Us** or the **Insurer** 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.

Please refer to YOUR OBLIGATIONS item 1.4 for further information on how to forward **Electronic Images** of **Your Vehicle** to **Us**.

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. Taxis, self-drive hire, driving schools, 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.

## CHANGES IN YOUR CIRCUMSTANCES

It is important that **You** keep **Us** advised of any change in **Your** circumstances. **Your** Policy has been based on the information **You** have provided in the proposal, and **You** must advise **Us** immediately of changes.

Where there is a change, a £25 administration charge will be made.

Please note that irrespective of the expiry date shown under the **Period of Insurance**, the benefits of this **Policy** 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 if the **Policy** is cancelled any **Premium** refund which could be due to **You**, will only be calculated from the date **We** are notified. **You** may have the option to transfer this **Policy** to another **Vehicle** if this meets **Our** criteria for acceptance, this will be subject to POLICY TRANSFER below.

## 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 the **Insurer** agrees to do this **We** will write to **You** to confirm **Our** and the **Insurer's** agreement. The new **Vehicle** will be covered subject to the terms and conditions of this **Policy**, unless otherwise agreed by **You**, **Us** and the **Insurer**. The administration charge explained in CHANGES TO YOUR CIRCUMSTANCES will apply.

## 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**, contact **Our Claims Administrator**, within 14 days of the incident. **You** should complete the online claim form at [www.mbginsurance.co.uk](http://www.mbginsurance.co.uk).

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

Alternatively, **You** may contact the **Claims Administrator** during office hours: 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 the **Insurer** accepts **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 the Insurer will not make payment of any **Claim** in respect of that repair.
5. **You** must pay the **Approved Repairer** the **Payment 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 a **Payment Excess** applies and the **Payment Excess** is not paid by **You** within this period, then the **Insurer** 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 **Payment 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 body shop 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** or the **Insurer** 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 the **Insurer**. This is more fully outlined in the Cancellation section above.

Where the **Insurer** has authorised **Your Claim**, the **Insurer** will settle the **Claim** directly with the **Approved Repairer**.

## 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**;
  - 1.3. give **Us** and/or the **Insurer**, at **Your** expense, any information which the **Insurer** may reasonably require and co- operate 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**; and
  - 1.4. provide **Us** or the **Insurer** with the **Electronic Images** as outlined herein, before the **Cover Start Date** and in the event of a **Claim**.

**Electronic Images of Your Vehicle** can be uploaded by accessing **Your** online Client Portal, and/or emailed to **Us** at enquiries@stubbededge.com.

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 **Us** within 14 days 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 **Us** of any incorrect information or changes **You** wish to make, **Your Policy** may not operate in the event of a claim. The **Insurer** 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 Consumer Insurance (Disclosures and Representations) Act 2012.

4. **The Insurer** takes 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, the **Insurer** may:
  - 4.1. Not pay **Your** claim, and
  - 4.2. Recover (from **You**) any payments the **Insurer** has 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, the **Insurer** 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.

## LIMITATION OF LIABILITY OF THE INSURER

The **Insurer** is contracting under this **Policy Document** as a protected cell company under the provisions of the **Companies Law** in the name of and in respect of **1Edge Insurance Cell 1** (the "**Cell**"). Recourse in respect of the Insurer's liability relating to this insurance contract is restricted to the available assets of the **Cell** for the time being without recourse against the core assets of 1Edge Insurance PCC Limited (as defined in section 467 of the **Companies Law**) or the assets of any other protected cell of 1Edge Insurance PCC Limited. In the event that the assets attributable to the **Cell** are insufficient to fully discharge a claim against **the Insurer** hereunder, **You** hereby agree not to make or to join in making any application to any court for the winding up, administration, receivership or re-organisation of 1Edge Insurance PCC Limited or the **Cell** (or any other cell of 1Edge Insurance PCC Limited), or any other insolvency proceeding in respect of 1Edge Insurance PCC Limited or the **Cell** (or any other cell of 1Edge Insurance PCC Limited).

## FINANCIAL COMPENSATION IF WE OR YOUR INSURER FAIL

**We** are covered by the Financial Services Compensation Scheme ('**FSCS**'). This means **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on **Your** circumstances and the circumstances under which **You** make a claim for compensation. Further information is available from the Financial Conduct Authority or the **FSCS**. The latter can be visited on the web at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS on 0800 678 1100.

### The Insurer

The **Insurer** is **not** covered by the **FSCS**. This means that **You** will **not** be entitled to compensation from the **FSCS** if the **Insurer** were to fail. There is no equivalent compensation scheme available to **You** via the Guernsey Financial Services Commission or under Guernsey law.

## DATA PROTECTION NOTICE

**We** and the **Insurer**, are the data controller(s) (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation and the Data Protection (Bailiwick of Guernsey) Law, 2017) who may collect and process **Your** personal information.

For full details of what data **We** collect about **You**, how **We** use it, who **We** share it with, how long **We** keep it and **Your** rights relating to **Your** personal data, please refer to **Our** Privacy Notice which is available on **Our** website at <https://www.stubbededge.com/privacy-policy/>. If **You** do not have access to the Internet, please write to the Data Protection Officer (address below) with **Your** address and a copy will be sent to **You** in the post.

In summary:

**We**, and the **Insurer** may, as part of **Our** agreement with **You** under this contract, collect personal information about **You**, including:

- Name, address, contact details, date of birth & cover required.
- Financial information such as bank details
- Details of any claim

**We** and the **Insurer**, collect and process **Your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

**Your** personal information may be shared with third parties which supply services to **Us** or which process information on **Our** behalf (for example, premium collection and claims validation, or for communication purposes related to **Your** cover). **We** will ensure that they keep **Your** information secure and do not use it for purposes other than those that **We** have specified in **Our** Privacy Notice.

**Your** data will be processed by the **Insurer** outside of the United Kingdom, in Guernsey, which provides the equivalent level of data protection to that found in the United Kingdom and EU.

**We will**, and the **Insurer** may, keep **Your** personal information only for as long as **We** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

**We** and the **Insurer**, will share **Your** information if **We** are required to by law. **We** may share **Your** information with enforcement authorities if they ask **Us** to, or with a third party in the context of actual or threatened legal proceedings, provided **We** can do so without breaching data protection laws. If **You** have any concerns about how **Your** personal data is being collected and processed, or wish to exercise any of **Your** rights detailed in **Our** Privacy Notice, please contact [enquiries@stubbededge.com](mailto:enquiries@stubbededge.com) or write to **Us** at Fourth Floor, 75-77 Cornhill, London, EC3V 3QQ.

## LAW & JURISDICTION

The language of this **Policy** and all communications relating to it will be the English language.

This **Policy** shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England, save that any issue specific to the **Insurer** under the Companies (Guernsey) Law, 2008, or Protected Cell Companies, as defined therein, including but not limited to its formation, operation and limitation of liability, will be governed by the laws of the Island of Guernsey.

## SANCTIONS

**We** shall not arrange or administer any benefit or handle any client money under this contract of insurance where doing so would breach any sanction, prohibition or restriction imposed by law or regulation in any relevant jurisdiction.

## RIGHTS OF THIRD PARTIES

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

For **Your** information, the Contracts (Rights of Third Parties) Act 1999 allows a person who is not a party to a contract to be able to enforce that contract if the contract expressly allows them to or if the contract confers a benefit upon them. However, the Act will not be applied if the parties make it clear in the contract that the third party does not have the right to enforce it.

For further guidance please see [www.legislation.gov.uk](http://www.legislation.gov.uk) or contact the Citizens Advice Bureau.