



GAP Insurance

IMPORTANT:

Full details of **Your** cover, the conditions that apply, the claims process and the circumstances when claims will not be met are contained in this **Policy**. **You** should read this document carefully so that **You** know what insurance **You** have.

We have tried to make this **Policy** clear and easy to understand. Words with special meanings are shown in **bold** and with a capital letter throughout and **You** will find the definitions listed under the Section 'Meaning of Words'.

Your Policy is arranged by First Call Group, (a trading name of First Call Payment Protection Ltd) with UK General Insurance Ltd on behalf of Ageas Insurance Limited, Registered in England No. 354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

This can be checked on the Financial Services Register at www.fca.gov.uk/firms/systems-reporting/register or by calling them on **0800 111 6768**.

Cover Provided by Your GAP Insurance

In the event Your Vehicle is declared a Total Loss during the Period of Insurance:

1. For **Vehicles** purchased from Motor Dealers and where the start date of this **Policy** is within 90 days of **You** taking ownership of the **Vehicle** this insurance will pay the difference between the **Insured Value** of **Your Vehicle** and the **Net Invoice Selling Price** **You** originally paid for the **Vehicle**.
2. For **Vehicles** purchased privately or from Motor Dealers where the start date of this **Policy** is 90 days after taking ownership of the **Vehicle** this insurance will pay the difference between the **Insured Value** of **Your Vehicle** and the **Agreed Value** of **Your Vehicle** on the start date of this **Policy**.

The value **You** have declared for **Your Vehicle** is shown on **Your Schedule** and in no circumstances can this exceed the **Net Invoice Selling Price** or the **Agreed Value** of **Your Vehicle** whichever is the greater. The maximum amount **We** will pay is restricted to the claim limit also stated on **Your Schedule**.

Should the **Net Invoice Selling Price** of the **Vehicle** exceed the **Glass's Guide** retail value, the **Insurer** reserves the right to adjust the claimed amount to reflect the actual **Market Value** of the **Vehicle** at the time of purchase. Any adjustment applicable will be deducted from the payment made under **Your Policy**.

Your Vehicle must be **Insured** under a fully comprehensive **Motor Insurance Policy**, or International Motor Insurance Card (Green Card), effective at the date of **Total Loss**.

You must, prior to the acceptance of any claim hereunder, demonstrate to the satisfaction of the **Insurer** that **You** have used **Your** best endeavours to obtain the maximum settlement under **Your Motor Insurance Policy**. If **You** accept an offer of settlement from **Your Motor Insurer** of less than the current **Market Value** of the **Vehicle** then the **Insurer** reserves the right to calculate the loss at the current **Market Value** of the **Vehicle** according to **Glass's Guide** or a similar publication at the time of loss.

Exclusions

This insurance does not cover:

1. Any claim where the **Total Loss** is not subject to an indemnity under the accidental damage, fire or theft section of **Your Motor Insurance Policy** or that occurs whilst the **Vehicle** is being driven or used by a person not covered under **Your Motor Insurance Policy**
2. Any claim where the **Vehicle** has been used for:
 - a. racing, pace making, speed testing, reliability trials or any off-road use
 - b. the carriage of goods for hire or reward
 - c. the carriage of passengers for hire or reward (e.g. taxis /private hire / minicabs)
 - d. a short-term self drive car
 - e. for driving tuition
3. **Vehicles** not listed in **Glass's Guide**, kit cars, invalid carriages, **Vehicles** used solely for delivery or courier purposes and commercial **Vehicles** of more than 3500kg gross weight. **Vehicles** manufactured by Aston Martin, Bentley, Ferrari, Lotus, Lamborghini, Maserati, Rolls Royce, TVR, modified from the manufacturer's specification (unless agreed by the **Motor Insurer**), all American, Australian and Canadian **Vehicles** (unless built for the UK market) or **Vehicles** being driven by any person not holding a licence to drive the **Vehicle**
4. Any claim where the **Total Loss** is caused by an accident when the driver of the **Vehicle** is intoxicated by alcohol or under the influence of drugs not prescribed by a registered medical practitioner or drugs prescribed by a registered medical practitioner where a warning against driving has been given
5. Any outstanding insurance premium or claims excess payable under the **Motor Insurance Policy**
6. Any motor third party liability of whatsoever nature
7. Any claim whatsoever in the event that the driver of the **Vehicle** at the time of the incident giving rise to a **Total Loss** claim was driving illegally, or if the **Vehicle** is stolen by any person who has access to the keys of the **Vehicle**
8. Any **Vehicle**, which is not covered by a **Motor Insurance Policy** for the full duration of the **Period of Insurance**
9. Any **Vehicle**, which is left unattended unless all security devices and immobiliser are activated and are in full working order

10. If the **Insured** has the option under their **Motor Insurance Policy** to have the **Vehicle** replaced new for old following the agreed **Total Loss** of the **Vehicle** covered hereunder (the balance of the cover hereunder will on request be transferred to the replacement **Vehicle**) on payment of the **Fee for Administration**
11. Where the **Total Loss** occurs outside the UK, Isle of Man, Channel Islands, Europe or any other country for which an International motor insurance card (Green Card) is issued
12. Claims for **Consequential Loss** of any kind.

Termination

The insurance provided hereunder will automatically terminate on the occurrence of one of the following:

- a) The natural expiry date of the **Policy**
- b) Payment of a claim under the **Policy**
- c) The date on which **You** sell or otherwise dispose of the said **Vehicle**
- d) The date **You** cancel the **Policy**.

Cancellation

If **You** decide that for any reason, the **Policy** does not meet **Your** insurance needs than please return it to the **Administrators** within 14 days from the day of purchase or on the day **You** receive **Your Policy** document, whichever is the later. On the condition that no claims have been made or are pending, **We** will refund **Your** premium in full.

If **You** wish to cancel **Your Policy** after 14 days **You** will be entitled to a return of premium that will be calculated on a pro-rata basis less the deduction of an **Arrangement Charge**. The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with **Policy** terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Transfer

The Policyholder may not transfer any of their rights under this **Policy** except in the event of bereavement in which case the remaining benefits of this **Policy** may be transferred to the Policyholder's spouse or partner on payment of the **Arrangement Charge**.

Meaning of Words

The words or expressions detailed below have the following meaning wherever they appear in this **Policy** and will appear in **bold** and with a capital letter.

Administrator(s) means First Call Payment Protection Ltd, Administration Centre, Loxley House, 21 Coker Road, Worle, Weston-super-Mare, BS22 6BX.

Agreed Value means the **Glass's Guide** retail valuation for **Your Vehicle** on the start date of this **Policy** taking into account any adjustments for age and mileage.

Arrangement Charge means a charge of £45.00 to be paid to the **Administrators** for handling any changes to the **Policy** after the initial cooling-off period of 14 days has expired.

Consequential Loss means **You** are not covered for any other costs that are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this **Policy**. For example, additional transportation costs.

Glass's Guide means a motor trade publication recognised and used extensively throughout the motor **Vehicle** industry to value used **Vehicles**.

Insured Value means the value of the **Insured Vehicle** (excluding contents and dealer fitted accessories in excess of £1,500) at the date of the **Total Loss** as assessed by the **Insurer** of the **Motor Insurance Policy** or the **Market Value** of the **Vehicle** by reference to **Glass's Guide** retail value, whichever is the greater at the time of loss.

Insured/You/Your means the person who purchased the **Vehicle** forming the subject matter of this **Policy**.

Insurer(s) /We/ Us /Our means UK General Insurance Ltd on behalf of Ageas Insurance Limited.

Limit of Liability means the total **Limit of Liability** under all sections of this insurance in respect of claims shall not exceed the value as stated in **Your Schedule**.

Market Value means the **Market Value** of the **Vehicle** will be determined by reference to **Glass's Guide** retail value for a **Vehicle** of the same make, model, trim level, recorded mileage and overall condition.

Motor Insurance Policy means a **Policy** providing Comprehensive Motor Insurance in respect of the **Vehicle**, which is effected and kept in force or replaced by a similar Comprehensive **Motor Insurance Policy** for the duration of the **Period of Insurance**.

Motor Insurer means an authorised UK insurance company that issued a comprehensive **Motor Insurance Policy** covering **Your Vehicle**

Net Invoice Selling Price means the purchase price of the **Vehicle** (including factory fitted accessories and up to £1,500 dealer fitted accessories) including any discount given, but excluding any warranty, any insurance premiums (including this **Policy**), road fund licence, fuel and paintwork protection applications or any arrears or negative equity transferred from a previous agreement. For new **Vehicles We** will not deduct any amount due under the agreement relating to delivery charges, new **Vehicle** registration fees and number plates.

Period of Insurance means the period of cover provided by this insurance as stated on **Your Schedule** , except where a claim is made on this **Policy** in which case the **Policy** will end when that claim is concluded.

Schedule means the document forming part of this insurance that confirms details of the **Vehicle, Insured, Policy** duration, type of **Policy** selected and claim limit.

Policy means the insurance documents issued to **You** on the basis of the information **You** have provided as part of the online application process including these Terms and Conditions and **Your Schedule**.

Territorial Limits means England, Scotland, Northern Ireland, Wales, Isle of Man and the Channel Islands. The **Vehicle** is also covered in the European Union for a maximum of 30 days in any 12 months of cover, providing the cover provided by **Your Motor Insurance Policy** is an equivalent level of cover as **You** would have enjoyed in the UK.

Total Loss means where an **Insured** has claimed under their **Motor Insurance Policy** and the claim has been settled, with the **Vehicle** being surrendered to the **Insurer** of **Your Motor Insurance Policy** or otherwise, and a **Total Loss** payment made.

Vehicle(s) means any **Vehicle** registered and principally used in the UK, having a maximum purchase price of up to £60,000 (inc VAT) (including factory fitted accessories and dealer fitted accessories up to £1,500), which is less than ten years old on the date of purchase of **Your Policy**.

General Conditions

1. Cover is restricted to the confines of the **Territorial Limits**.
2. Identification – the terms and conditions and **Policy Schedule** will be read as one contract. A word or expression to which a specific meaning has been attached will keep the same meaning wherever it appears unless specifically stated otherwise. A particular word or phrase, which is not defined, will have its ordinary meaning.
3. **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell us of any changes to the answers **You** have given as soon as possible. Failure to advise us of a change to **Your** Answers may mean that **Your Policy** is invalid and that it does not operate in the event of a claim.
4. Fraud – The **Insurer** will void this **Policy** in its entirety from the date of loss or alleged loss and no cover provided will apply if:
 - (a) any claim made by **You** or anyone acting on **Your** behalf to obtain any benefit is fraudulent or intentionally exaggerated; or
 - (b) a false declaration or statement is made in support of a claim under this **Policy**.
5. Subrogation – The **Insurer** may at their own expense take such proceedings as they think fit in the name of the **Insured** to enforce any rights and remedies against or obtain relief or indemnity from other parties to which the **Insurer** shall be or may become entitled or subrogated under this **Policy** and the **Insured** shall at the request and expense of the **Insurer** do such acts and things as may be required by the **Insurer** for that purpose.
6. Arbitration Procedure – if the **Insurer** accepts **Your** claim but disagrees with the amount due to **You**, the matter will be passed to a legally appointed arbitrator. When this occurs, an award must be made before proceedings can be started against **Us**.

7. Observance of **Policy** Terms – it is a condition precedent to **Our** liability that **You** and anyone claiming indemnity has complied with the terms and conditions of this **Policy**.

8. Unless some other law is agreed in writing, the **Policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **Your** main residence is situated.

9. Contribution – if at any time of any loss or damage arising under this **Policy** there is another insurance **Policy** covering such loss or damage, the **Insurer** will not be liable for more than their rateable proportion.

10. **Limit of Liability** –in the event of a claim payment as a consequence of any insured event the **Insurer** will deem that full liability has been met under the terms of this **Policy** and the insurance cover will cease upon settlement. In no circumstances shall the liability of the **Insurer** exceed the claim limit shown in the **Policy Schedule**.

How to Claim

In the event of a possible claim under this **Policy** please follow the Claims Procedure set out below. **You** or **Your** legal personal representative must at **Your** own expense:

- i) Supply all information and assistance, which the **Insurer** may require in establishing the amount of any payment under this insurance.
- ii) Notify the Police of any loss or damage by theft within 24 hours or as soon as possible.
- iii) Provide written notice of the facts on which the claim is based to the **Administrators** within 30 days of the date of loss.

Claims Procedure

To make a claim, please contact the **Administrators** at:

GAP Claims, First Call Group, Loxley House, 21 Coker Road, Worle, Weston-Super-Mare, BS22 6BX

Telephone: 01934 529420 Email: claims@gapinsurance.uk.net

Please provide the following information:

Your name, address and postcode, a daytime contact telephone number, the **Policy** reference number, details of the **Vehicle**

We will then advise **You** how to proceed with **Your** claim.

Please quote **Your Policy** number in all correspondence.

UK General Insurance Ltd is an insurers' agent and in the matters of a claim act on behalf of Ageas Insurance Limited.

Customer Service / 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 contact:

The Customer Relations Manager,
First Call Group,
Administration Centre
Loxley House
21 Coker Road
Worle
Weston-super-Mare
BS22 6BX

Telephone: 01934 529420
Email: customerrelations@fcpl.co.uk

Please ensure **Your Policy** number is quoted in all correspondence to assist a quick and efficient response.

If **Your** complaint about **Your** claim cannot be resolved by the end of the next working day, First Call Group will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ
Tel: 0845 218 2685
Email: customerrelations@ukgeneral.co.uk

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.

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

Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they 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 the compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

Data Protection Act 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.