Contract of Insurance

Your "Replacement GAP Insurance" policy has been arranged by Frank Pickles (Insurance Brokers) 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.

Frank Pickles (Insurance Brokers) Ltd and UK General Insurance Ltd are 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.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768

Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy with a capital letter.

Administrator
Frank Pickles (Insurance Brokers) Ltd are responsible for the registration of Your policy details.

Battery
A number of cells connected together to provide the Vehicle's source of electricity, including any cooling mechanisms, temperature monitors, fuse, service plugs, relays or any other monitoring or management unit or system.

Claims Administrator
MB&G have been appointed by The Insurer to handle claims on their behalf. Their address is MB&G Administration, 21–26 Howard House, Howard Street, North Shields, Tyne & Wear NE30 1AR.

Consequential Loss
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 travel costs are not covered by this policy.

Early Settlement Figure
The balance payable to the Financier at the date of the Total Loss under the terms of the finance agreement but excluding any of the following: Any Negative Equity carried over from a previous finance agreement (unless an additional premium has been paid), credit protection insurance, credit facility fee, title discharge fee, documentation fee, additional interest charges, arrears and any other financed amount not related specifically to the insured Vehicle.

Financier
Any UK based finance company or lender with whom You have a finance agreement.

Glass's Guide
Is a monthly trade publication recognised and used extensively throughout the motor vehicle industry to value used vehicles.

Insured Value
The amount You receive under Your Motor Insurance Policy in respect of the insured Vehicle as a result of a Total Loss.

Insured/You/Your
The person who purchased the Vehicle forming the subject matter of this policy.

Insured Value Of The Battery
The amount specified on the Lease Agreement for an electric vehicle Battery, as the value of the Battery being Leased.

Limit of Liability
The maximum amount that can be claimed under this policy as stated on the Policy Schedule.

Market Value
The market value of the insured Vehicle will be determined by reference to Glass's Guide retail value.

Motor Insurance Policy
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.

Definitions (Cont...)

Motor Insurer
An authorised UK insurance company that issued a comprehensive Motor Insurance Policy covering Your Vehicle.

Net Invoice Selling Price
Is the purchase price of the Vehicle (including factory and dealer fitted accessories) including any discount given (in the case of an electric vehicle for which the Battery is the subject of a Lease Agreement, the Net Invoice Selling Price will also include the Insured Value Of The Battery so long as General Condition 2 has been complied with), but excluding any arrears or Negative Equity (unless an additional premium has been paid).

Negative Equity
Any monies outstanding from a previous vehicle finance agreement which are included within the purchase price of the Vehicle.

Period of Insurance
The term of cover shall not exceed 60 months from the start date of Your policy. Details regarding the duration of Your policy can be found on Your Policy Schedule.

Policy Schedule
Confirmation of cover confirming details of the Vehicle, Insured, Period of Insurance, type of policy selected and the Limit of Liability.

Proposal
Any information provided by the Insured or on their behalf. In consideration of the Insured having completed an application and the required premium being paid to the Administrator (Frank Pickles (Insurance Brokers) Ltd). The Insurer agrees to indemnify the Insured up to the Limit of Liability detailed on the Policy Schedule, subject always to the definitions, conditions, exclusions and periods contained herein.

Replacement Vehicle
A vehicle of the same make, age, mileage and specification, as the insured Vehicle when You bought it. If the model is no longer available then the price of the nearest equivalent vehicle will be used.

Territorial Limits
England, Scotland, Northern Ireland, Wales, Isle of Man and the Channel Islands. The Vehicle is also covered in the European Union, Croatia, Iceland, Norway, Switzerland, Liechtenstein and Andorra for a maximum of 90 days in any 12 months of cover, providing the cover provided by Your Motor Insurer is an equivalent level of cover as You would have enjoyed in the United Kingdom (UK).

The Insurer/We/Us/Our
UK General Insurance Ltd on behalf of Ageas Insurance Limited

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

Vehicle
A Vehicle which is less than 10 years old, registered and principally used in the UK, having a maximum purchase price up to £150,000 (including factory and dealer fitted accessories), on the date of purchase of Your policy.

Cover Provided by Your Replacement GAP Insurance Policy

What is Covered
If within the Period of Insurance an incident occurs which results in the insured Vehicle being classed as a Total Loss by the Motor Insurer, We will in consideration of the payment of the premium pay the greater of:

a) The difference between the Insured Value and the price of a Replacement Vehicle, or
b) The difference between the Insured Value and the purchase price of the insured Vehicle as confirmed by the Net Invoice Selling Price, or
c) The difference between the Insured Value and the amount of your Early Settlement Figure.

Where You have selected to include the Negative Equity option as part of Your policy We will in consideration for the payment of the additional premium pay up to £2,000 towards any Negative Equity included within the Net Invoice Selling Price.

The maximum benefit payable under this Policy is detailed in Your Policy Schedule.

The maximum Vehicle price shall not exceed £150,000.

Insurance Provided

If a Total Loss occurs within the Period of Insurance, the maximum amount that the Insurer will pay in respect of any one claim shall not exceed the Limit of Liability stated on the Policy Schedule (including VAT), subject to the Total Loss occurring within the Territorial Limits during the Period of Insurance and providing the Motor Insurer has made a full and final settlement.

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 the Insured shall sell or otherwise dispose of the Vehicle;
d) The date Your policy is cancelled.

Cancellation

We hope You are happy with the cover this policy provides. However, if after reading Your policy, this insurance does not meet with Your requirements, please return it to Frank Pickles (Insurance Brokers) Ltd, within 30 days of issue and on the condition that no claims have been made or are pending, We will refund Your premium in full.

Thereafter, You may cancel Your policy in writing at any time and receive a pro rata refund of Your premium based on the number of whole days remaining. Requests for cancellation should be made in writing to the Administrator.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document where there is a valid reason for doing so by sending 14 days notice in writing to the Insured at the Insured's last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance policy. 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 the policy terms & conditions

Exclusions

This insurance does not cover:

a) In respect of any Total Loss which is not subject of an indemnity under the accidental damage, fire or theft section of the Motor Insurance Policy or which occurs while the Vehicle is being driven or used by a person not covered under the Motor Insurance Policy. Vehicles used in any sort of competitions or rallies, used for hire or reward, driving tuition, taxis, racing, pace making, speed testing or reliability trials. 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. All American, Australian and Canadian vehicles (unless built for the UK market)

b) In respect of any Total Loss arising during (unless it be proved by the Insured that the loss or damage was not occasioned thereby) or in consequence of war, riot or civil commotion in Great Britain, Isle of Man or the Channel Islands

c) In respect of any Total Loss 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

d) Any liability in connection with the use or ownership of the Vehicle

e) In respect of any claim whatsoever in the event that the driver of the Vehicle at the time of the incident giving rise to a claim hereunder was driving illegally

f) Any costs associated with the Battery where the Vehicle is an electric vehicle and general condition 2 has not been complied with.

g) Any Vehicle, which is not covered by a Motor Insurance Policy for the full duration of the Period of Insurance

Exclusions (Cont...)

h) Any Vehicle, which is left unattended unless all security devices and immobiliser are activated and are in full working order, (in addition all doors must be locked and keys removed from the Vehicle)

i) If the Insured person 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)

j) If any misrepresentation or concealment is made by or on behalf of the Insured person in obtaining this insurance or in support of any claim there under

k) If the Total Loss occurs outside of the Territorial Limits

l) In respect of any excess deducted under the Motor Insurance Policy above £250

m) If either the application details or the premium are not received by The Insurer

n) The VAT element of any claim where the VAT element of the purchase price has been recovered as part of a VAT Return by You or Your company

o) Where the loss occurred before the Period of Insurance

p) Where the Motor Insurer reduces the motor insurance settlement because of Your contributory negligence or due to the condition of the insured Vehicle – the same percentage or amount as deducted by the Motor Insurer.

Specific Conditions

Eligibility Requirements
The insurance hereunder is subject to the Insured being insured under a Motor Insurance Policy, or International Motor Insurance Card (Green Card), effective at the date of Total Loss.

Cover must be purchased within 365 days of taking ownership of the Vehicle.

Best Endeavours
The Insured shall, prior to the acceptance of any claim hereunder, demonstrate to the satisfaction of The Insurer that they have used their best endeavours to obtain the maximum settlement under their Motor Insurance Policy. If the Insured accepts an offer of settlement from their Motor Insurer of less than the current Market Value of the Vehicle, the Insurer reserves the right to contact the Motor Insurer in Your name to assess the offer of settlement and where necessary seek settlement in-line with the Market Value at the time of the incident that lead to Your Vehicle being declared a Total Loss.

Any actions taken in Your name regarding the Insured Value will not affect the payment of a claim under Your policy.

Assignments
The Insured person shall not be entitled to assign any of their rights hereunder unless agreed by The Insurer.

General Conditions

1. Cover is restricted to the confines of the Territorial Limits.

2. Where the Vehicle is an electric vehicle, it must be insured under a Motor Insurance Policy which provides cover for the Battery.

3. 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.

4. You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

a) supply accurate and complete answers to all the questions We or the Administrator may ask as part of Your application for cover under the policy;
b) to make sure that all information supplied as part of Your application for cover is true and correct;
c) tell us of any changes to the answers You have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that Your policy is invalid and that it does not operate in the event of a claim.

5. 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) a 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.

6. 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 reasonably required by The Insurer for that purpose.

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. This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Insured's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

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 replacement of the Insured Vehicle 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 Limit of Liability shown in the Policy Schedule.

11. Premium - once the 30-day cooling off period has expired, the premium is refundable only on a pro rata basis, calculated on the number of whole days remaining.

12. Claims – The Insurer shall not be liable for any claim arising directly or indirectly caused by or contributed by or in consequence of a loss listed under the headings "Exclusions" and "General Exclusions".

13. No agent is authorised to alter or amend this policy to waive any conditions or restrictions contained therein, to extend the time for paying a premium, or to bind The Insurer by making any promises or representations or by giving or receiving information. This policy cannot be varied, altered or its contents waived in any respect unless by written agreement endorsed thereon or by the driver attached thereto, and signed by an authorised official of The Insurer.

Claims Conditions

In the event of any loss or damage, which may give rise to a claim the Insured or their legal personal representative must at their own expense:

i. Supply all information and assistance, which The Insurer may reasonably 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 reasonably possible

iii. Written notice of the facts on which the claim is based, to be provided to The Administrator within 120 days of the date of the Total Loss.

General Exclusions

The Insurer will not be liable for any claim for:-

1. Loss or damage caused by or arising from:
   i. the intentional act or wilful neglect of the Insured,
   ii. experiments involving the imposition of any abnormal conditions on the Insured Vehicle

2. Loss of use of the insured Vehicle or Consequential Loss of any nature whatsoever

3. Penalties for delay or detention or in connection with guarantees of performance or efficiency, which is directly or indirectly caused by or is a result of:
   i. earthquake,
   ii. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power confiscation, or nationalisation,
   iii. riot or civil commotion outside England, Scotland, Wales, the Isle of Man and the Channel Islands

4. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any Consequential Loss;

5. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to be or arising from ionising radiations or contamination by radioactivity from the combustion of nuclear fuel

6. For damage caused by pressure waves of an aircraft or other aerial device travelling at sonic or supersonic speed

7. For liability, which attaches by virtue of an agreement but which would not have attached if the agreement did not exist

8. Where an insured Vehicle has been used:
   i. for racing, pace making, speed testing, reliability trials or any off-road use,
   ii. for the carriage of goods or passengers for hire or reward,
   iii. as a short-term self drive car,
   iv. for driving tuition.

How to Claim

In the event of a possible claim under this policy please follow the claims procedure set out below with written notice of the facts on which the claim is based, to be provided to the Administrator within 120 days of the date of the loss. If such notice should not be given within such period or any extension agreed by The Insurer, no payment under this policy will be granted.

Claims Procedure

Contact Frank Pickles (Insurance Brokers) Ltd c/o MB&G in writing within 120 days of the event that gave rise to the Vehicle being declared a Total Loss, at:

Frank Pickles (Insurance Brokers) Ltd c/o,
MB&G Administration,
21–26 Howard House,
Howard Street,
North Shields,
Tyne & Wear
NE30 1AR.

or by telephoning 0191 258 8137 with 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 are an insurers agent and in the matters of a claim act on behalf of The Insurer.

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 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.

Customer Service / Complaints

It is Our intention to give You the best possible service but if You do have questions or concerns about this insurance or the handling of a claim You should in the first instance contact the Managing Director of the Administrator.

The contact details are:

The Managing Director,
Frank Pickles (Insurance Brokers) Ltd,
33/35 Cross Green
Otley
West Yorkshire
LS21 1HD

Tel:

01943 850999

Email:

support@gapinsurance.co.uk

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

If Your complaint cannot be resolved by the end of the next working day, Frank Pickles (Insurance Brokers) Ltd will pass it to:

The Customer Relations Manager,
UK General Insurance Ltd
Cast House,
Old Mill Business Park,
Gibraltar Island Road,
Leeds,
LS10 1RJ.

Tel: 0345 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 €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,

Harbour Exchange Square,

London,

E14 9SR.

Tel: 0300 123 9 123

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.