

## Finance and Contract Hire Gap Insurance Your Policy Terms and Conditions

### INTRODUCTION

Thank You for choosing Click2protect UK Limited to protect Your Vehicle.

It is important that You read this document as it contains the full terms and conditions of This Insurance. Details of the cover selected will be shown in the schedule issued to You. If You have not received a schedule within 14 days from the date of Your purchase or You have any questions regarding the cover, please contact Our customer service team on 01438 870615. We will be happy to help.

Click2protect UK Limited Finance & Contract Hire GAP Insurance is arranged by: Click2protect UK Limited 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.

Click2protect UK Limited is authorised by the Financial Conduct Authority (FCA), ref 670499, Click2protect UK Limited is registered in England and Wales, Company No 09196261, Registered Address: First Floor, 30 London Road, Sawbridgeworth, Hertfordshire, CM21 9JS.

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.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

### DEFINITIONS

#### What the terms mean

Any word or expression used in this document to which a specific meaning has been attached will have that same meaning throughout This Insurance and will appear with a Capital Letter.

**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 travel costs.

**Geographical Area** means England, Wales, Northern Ireland, Scotland, Isle of Man and the Channel Islands. Cover also applies to member countries of the European Union and any other country for which an International Motor Insurance Certificate is effective on Your Vehicle at the Point of Total Loss up to 120 days in any one trip.

**Glass's Guide Retail Value** means the car values guide published monthly by Glass's Information Services Limited

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

**Motor Insurer** means a UK authorised and regulated insurance company that issued a Motor Insurance Policy covering Your Vehicle.

**Motor Insurer's Settlement** means the Motor Insurer's loss valuation excluding any deductions made by the Motor Insurer for Vehicle condition or pre-existing damage, any modifications, absence of service record or other such deductions.

**Negative Equity** means any finance balance carried forward from Your previous vehicle less any part exchange allowance made.

**Outstanding Finance Balance** means the amount owing to the finance/leasing company at the Point of Total Loss relating to the purchase price of the Vehicle, less any arrears or rebates.

**Period of Insurance** means the period this policy lasts for, as stated in the Schedule, except where a claim is made on this policy, in which case the policy will end when that claim settlement is made.

**Point of Total Loss** means the date and time of the incident that gives rise to Your claim for the Total Loss of Your Vehicle.

**Policy Start Date** means the date on which This Insurance starts as shown in the Schedule.

**Purchase Price** means the purchase price of the Vehicle including any discount given, but excluding any arrears or Negative Equity.

**Schedule** means the part of This Insurance that contains details of You, Your Vehicle, cover selected, the Period of Insurance and claim limits.

**Terrorism** means an act, whether involving violence or the use of force or not or the threat or the preparation thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to, or does intimidate or influence a de jure or de facto government or the public or a section of the public, or disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.

**This Insurance** means the cover detailed in this policy document.

**Total Loss** means that You have claimed under Your Motor Insurance, Your claim has been agreed, Your Vehicle has been forfeited (title of the Vehicle transferred to the Motor Insurer) and a payment made following theft or incident that rendered Your Vehicle beyond economic repair.

**UK** means the United Kingdom, Channel Islands and Isle of Man.

**Vehicle** means the car, light commercial vehicle, motorcycle, caravan, motorhome or minibus detailed on Your Schedule.

**We / Us / Our / Insurer** means UK General Limited on behalf of Ageas Insurance Limited

**You / Your / Yourself** means the insurance holder named in the Schedule, being the registered keeper of the Vehicle, or person / company named as the account holder in the finance agreement covering the insured Vehicle; and as the person/company named as the policy holder or named driver on the Motor Insurance Policy.

## WHAT IS COVERED

In the event of Your Vehicle being declared a Total Loss, This Insurance will pay the difference between the Outstanding Finance Balance and the Motor Insurer's Settlement at the Point of Total Loss. This Insurance will cover You and any named driver on Your Motor Insurance Policy. Cover will include up to a maximum of £250 of Your motor insurance excess. The maximum amount We will pay is restricted to the claim limit shown in Your Schedule.

### Customer Options

#### Negative Equity

Subject to an additional premium being paid, cover will include up to a maximum of £2,000 Negative Equity from a finance agreement on a previous vehicle.

## WHAT IS NOT COVERED

### Your GAP Insurance does not cover

1. Any claim where the Total Loss is not subject to an indemnity under the relevant sections of Your Motor Insurance Policy;
2. Any outstanding premium, claims excess above £250 deducted by Your Motor Insurer, claims excess that is recoverable from a third party or other source, or any deductions made from the Motor Insurer's Settlement for Vehicle condition or pre-accident damage;
3. Negative Equity (unless an additional premium has been paid) and the cost of fuel;
4. Any claim where You have the option to receive a replacement vehicle under the terms of Your Motor Insurance Policy (new for old) in respect of the Total Loss of Your Vehicle. (The balance of this cover can be transferred to the replacement vehicle on request, free of charge);
5. Any claim where the Total Loss occurs outside the Geographical Area;
6. Any claims that arises as a consequence of war, Terrorism or civil commotion;
7. Any claim where the Total Loss is caused by an accident when the insured driver of Your Vehicle is under the influence of alcohol or drugs not prescribed by a registered medical practitioner or drugs prescribed by a registered medical practitioner in respect of which a warning against driving is given;
8. Any claim where the GAP loss is covered by any other insurance or warranty, compensation for loss of use of Your Vehicle or any resultant loss of any kind;
9. Any claim which is the subject of fraud or dishonesty;
10. Where the loss occurred before the Period of Insurance;
11. Any Vehicle over ten years old at the start date of Your policy;
12. Vehicles that:
  - a. Are not listed in Glass's Guide, kit cars, invalid carriages and commercial vehicles of more than 3500kg gross weight;
  - b. Are American, Australian and Canadian vehicles (unless built for the UK market);
  - c. Are not covered by a Motor Insurance Policy for the full duration of the Period of Insurance;
  - d. Are 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);
  - e. Have a Purchase Price in excess of £125,000 and which are not fitted with a Thatcham or manufacturer approved tracking device;
  - f. Are manufactured by Aston Martin, Bentley, Ferrari, Lotus, Lamborghini, Maserati, Rolls Royce, TVR;
  - g. Have been modified from the manufacturer's specification (unless agreed by Your Motor Insurer);
  - h. Are used as a taxi or minicab or driving tuition or emergency vehicles (unless an additional premium has been paid);
  - i. Are heavy goods vehicles over 3,500 kg GVW;
  - j. Are mini-buses with over 19 seats;
  - k. Are vehicles used for road-racing, rallying, or any other competitive event;
13. If any misrepresentation or concealment is made by You or on Your behalf in obtaining this insurance or in support of any claim there under;
14. 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.

## MAKING A CLAIM

Contact the Claims Administrator: Mechanical Breakdown & General Insurance Services Limited, 21/26 Howard House, Howard Street, North Shields, Tyne & Wear, NE30 1AR or by telephoning 0191 258 8151 with the following information:

1. Your name, address and postcode
2. A daytime contact telephone number
3. The Policy reference number
4. Details of the Vehicle

The Claims Administrator will then advise You how to proceed with Your claim.  
Please quote Your policy number in all correspondence.

Subject to receiving all necessary information and supporting documentation, Your claim will normally be settled within 10 working days. Where applicable any settlement will be made directly to the finance company on Your behalf.

UK General Insurance Limited is an insurer's agent and in the matters of a claim, act on behalf of the Insurer.

## HOW WILL COVER END

This Insurance will automatically end on the earliest of the following:

1. The natural expiry date of the policy;
2. Payment of a claim under the policy;
3. The date You or We cancel the policy.

## GENERAL CONDITIONS

1. Your Vehicle must be insured by a UK authorised and regulated insurance company. If you only have third party, fire and theft insurance, You can only make a claim on This Insurance for Total Loss due to fire or theft.
2. Cover is restricted to the confines of the Geographical Area.
3. For This Insurance to become effective, Your Motor Insurer must declare Your Vehicle a Total Loss, make a payment in settlement of Your claim and the Vehicle must be forfeited.
4. You must take all precautions to safeguard the Vehicle against loss or damage. Where the Vehicle is left unattended, all security devices or immobilisers must be activated, doors locked, windows closed and all keys removed from the Vehicle.
5. In the event of a Total Loss, You must contact Us within 120 days of the date on which the loss or damage occurred. You must not accept a settlement offer from Your Motor Insurer until You have contacted Us and We have given Our consent to do so. If You accept the Motor Insurer's offer without Our agreement, We reserve the right to contact the Motor Insurer in Your name to access 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.
6. Failure to pay any GAP premium instalment will result in the immediate suspension of This Insurance and may result in cancellation. In the event of a claim, We will offset any outstanding premium against Your claim settlement.
7. We may take action in Your name against any person including but not limited to Your Motor Insurer to recover any money We pay in settlement of Your claim. You must give Us all reasonable assistance.
8. 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 heading "What Is Not Covered".

## GENERAL EXCLUSIONS

The Insurer will not be liable for any claim for:

1. Loss or damage caused by or arising from:
  - a. The intentional act or wilful neglect by You or a named driver on Your Motor Insurance Policy;
  - b. Experiments involving the imposition of any abnormal conditions on the Vehicle.
2. Loss of use of the 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:
  - a. Earthquake;
  - b. 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;
  - c. Riot or civil commotion outside the United Kingdom.
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. Where a Vehicle has been used:
  - a. For racing, pace making, speed testing, reliability trials or any off-road use;
  - b. For the carriage of goods or passengers for hire or reward, (unless an additional premium has been paid);
  - c. As a short-term self drive car;
  - d. For driving tuition (unless an additional premium has been paid).

## COOLING OFF PERIOD AND CANCELLATIONS

If You decide that, for any reason, this policy does not meet Your insurance needs then please return it to Click2protect UK Limited within 30 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, We will then refund Your premium in full.

If You wish to cancel Your Policy after 30 days, You will be entitled to a pro- rata return of premium less a £35 cancellation fee.

Where you purchase a new replacement GAP policy from Click2protect UK Limited You will receive a pro rata credit of the premium paid for each complete unexpired months cover, calculated at the date the cancellation request is received by Click2protect UK Limited. The cancellation fee will not apply when the pro rata credit is applied to a new policy.

The Insurer may at any time cancel any insurance document by giving 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. A Valid reason is;

- 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.

You will not receive any refund of premium if You have submitted a claim against the policy at any time.

Upon receipt of Your written request, We will arrange the cancellation of Your cover. Refunds will be paid to You by cheque and posted out to You within 7-10 working days.

## OUR PROMISE OF SERVICE

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:

Regarding the sale of the policy, please contact the administrator:

The Managing Director  
Click2protect UK Limited  
3rd and 4th Floors  
Gainsborough House  
Sheering Lower Road  
Sawbridgeworth  
Hertfordshire, CM21 9RG.

Tel: 01438 870615

If Your complaint is regarding the handling of a claim, please contact the claims administrator:

MB&G Insurance Services Limited  
21/26 Howard House  
Howard Street  
North Shields  
Tyne & Wear, NE30 1AR

Tel: 0191 258 8151

If Your complaint about Your policy cannot be resolved by the end of the next working day, the administrator will pass it to:

The Customer Relations Manager  
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](mailto:customerrelations@ukgeneral.co.uk)

In all correspondence please state Your policy number and quote scheme ref 06020A

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:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. Tel: 0800 023 4 567.

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 compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

## GOVERNING LAW

Unless some other law is agreed in writing, this 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.

## 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:

1. A claim made by You or anyone acting on Your behalf to obtain any benefit is fraudulent or intentionally exaggerated; Or
2. A false declaration or statement is made in support of a claim under this policy.

#### **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.

We may respond to enquiries by the police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy effectively, or to protect Your interests, We may disclose the data You have supplied to other third parties such as motor garages, engineers, repairers, other insurers etc.

To help Us improve Our Service, We may record or monitor telephone calls.

#### **CONSUMER INSURANCE ACT**

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

1. 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;
2. Make sure that all information supplied as part of Your application for cover is true and correct;
3. Tell Us of any changes to the answers You have given as soon as possible.

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