



car2cover

insurance designed. refined & perfected

Finance & Contract Hire Gap Insurance
Terms and Conditions document

Policy administration and amendments
01438 870615

Claims
0191 258 8151

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 Premium Finance & Contract Hire GAP Insurance is arranged by: Click2Protect UK Limited & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German Insurance company with its headquarters at Königinstrasse 107, 80802 Munich, UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

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, Unit 1, The Cam Centre, Wilbury Way, Hitchin, Hertfordshire, SG4 0TW.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **Our** details on the Financial Services Register <https://register.fca.org.uk/>.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

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.

Deposit means the amount paid at the outset of the Finance Agreement.

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 issues 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 or lease 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 invoice price of Your Vehicle, including factory fitted options and any discount given plus dealer fitted accessories, non-transferable warranty charges or insurance premiums (excluding this GAP policy) paint protection applications and road fund licence but excluding any arrears or Negative Equity.

Schedule means the part of This Insurance that contains details of You, Your Vehicle, the 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 Great Lakes Insurance SE.

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

Deposit Contribution

Subject to an additional premium being paid, We will pay the amount of Deposit Contribution paid.

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 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 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;
7. 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;
8. Any claim which is the subject of fraud or dishonesty;
9. Where the loss occurred before the Period of Insurance;
10. Any Vehicle over ten years old at the start date of Your policy;
11. 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. Have been modified from the manufacturer's specification (unless agreed by Your Motor Insurer);
 - g. Are used as a taxi or minicab or professional driving tuition or emergency vehicles (unless an additional premium has been paid);
 - h. Are heavy goods vehicles over 3,500 kg GVW;
 - i. Are mini-buses with over 19 seats;
 - j. Are vehicles used for road-racing, rallying, or any other competitive event;
13. If any misrepresentation or concealment is made by or on behalf of 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: MB&G Insurance Services, Cobalt Business Exchange, Cobalt Park Way, Newcastle Upon Tyne, NE28 9NZ 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 agent of Great Lakes Insurance SE and in matters of a claim act on behalf of Great Lakes Insurance SE.

How cover will 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 earthquake.
 - a) Earthquake,
 - b) 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 direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority
6. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
7. Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
8. Electronic data: Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
9. For damage caused by pressure waves of an aircraft or other aerial device travelling at sonic or supersonic speed.
10. 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 professional driving tuition (unless an additional premium has been paid).

Cooling off period and cancellations

We hope you are happy with the cover this policy provides. However, 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.

Thereafter, You may cancel the insurance cover at any time by informing Click2Protect UK Limited, You will be entitled to a pro-rata return of premium less a £20 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.

We shall not be bound to accept renewal of any insurance and 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) Where We reasonably suspect fraud,
- b) Non-payment of premium,
- c) Threatening and abusive behaviour,
- d) Non-compliance with policy terms and conditions,
- e) You have not taken reasonable care to provide complete and accurate answers to the questions We ask.

If We cancel the policy and/or any additional covers You will receive a refund of any premiums You have paid for the cancelled cover, less a proportionate deduction for the time We have provided cover.

Where Our investigations provide evidence of fraud or misrepresentation, We may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when You provided Your administrator / Your agent with incomplete or inaccurate information. This may result in Your policy being cancelled from the date You originally took it out and We will be entitled to keep the premium.

If Your policy is cancelled because of fraud or misrepresentation, this may affect Your eligibility for insurance with Us, as well as other insurers, in the future.

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

Transfer

This insurance is not transferable to another vehicle.

In the event of bereavement, the remaining benefits of This Insurance may be transferred to the policyholder's spouse or partner without charge.

If you change Your address or Your Vehicle registration number during the period of this insurance, a revised Schedule will be issued confirming the changes without charge.

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,
Cobalt Business Exchange,
Cobalt Park Way,
Newcastle Upon Tyne,
NE28 9NZ,

Tel: 0191 258 8151

Unresolved Complaints

If Your complaint about Your policy cannot be resolved by the end of the third 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: 0345 218 2685 or Email: customerrelations@ukgeneral.co.uk

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

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

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.
Tel: 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

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

If you have purchased the insurance policy online, You may also raise Your complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward your complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service.

However, this may be a slower route for handling your complaint than if you contact the Financial Ombudsman Service directly.

Compensation scheme

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

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

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.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 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.

You must take reasonable care to provide information that is accurate and complete answers to the questions Your (administrator / agent) ask when You take out, make changes to and renew Your policy. If any information You provide is not accurate and complete, this may mean Your policy is invalid and that it does not operate in the event of a claim or We may not pay any claim in full.

Fraud

You must not act in a fraudulent way. If you or anyone acting for you:

- Fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- Fails to reveal or hides a fact likely to influence the cover we provide;
- Makes a statement to Us or anyone acting on our behalf, knowing the statement to be false;
- Sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- Makes a claim for any loss or damage you caused deliberately or with your knowledge; or
- If your claim is in any way dishonest or exaggerated,

We will not pay any benefit under this policy or return any premium to you and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you and inform the appropriate authorities.

UK GENERAL INSURANCE LTD PRIVACY NOTICE

We are UK General Insurance Ltd, referred to as "we/us/our" in this notice. Our data controller registration number issued by the Information Commissioner's Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as "you/your" in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy. For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General's full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-notice> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at:

Data Protection,
UK General Insurance Ltd,
Cast House,
Old Mill Business Park,
Gibraltar Island Road,
Leeds, LS10 1RJ.

**GREAT LAKES INSURANCE SE INFORMATION
NOTICE**

Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at <https://www.munichre.com/en/service/privacy-statement/index.html>



car2cover

insurance designed. refined & perfected

Policy administration and amendments
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Claims
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