

## Return To Invoice GAP Insurance Policy Wording

### Understanding the policy

In order to ensure that this product provides **You** with the cover **You** require **We** would recommend that **You** carefully read this section which contains a copy of the full policy terms and conditions. Please make sure **You** understand and fully comply with its terms and conditions before purchasing this product. Should **You** require clarification on any aspect of the policy wording prior to purchase please seek guidance either from the company arranging **Your** insurance, or directly from UK Underwriting Limited. Failure to comply with the terms and conditions may jeopardise the payment of any claim and could lead to the policy becoming void.

### The Policy

**We** will provide the insurance as stated in this brochure. **Your Proposal/Sales Invoice**, which includes the signed declaration and the undertaking to pay the premium, is the basis of the contract and forms part of the policy. This brochure or policy contains details of the insurance cover available, what is excluded from the cover and the conditions of this insurance.

### Contract of Insurance

The Certificate of Insurance is evidence of a contract of insurance. The Certificate of Insurance will contain **Your** details, details of the **Vehicle** and the **Period of Insurance**. Please check that the information contained in this is correct and that it meets **Your** requirements. If it does not, please contact the **Introducer** who arranged this insurance for **You**. This policy is not transferable.

### Eligibility

**You** can apply for cover under this policy if at inception:

- **You** are the registered keeper of the **Vehicle**, or in respect of contract hire and leasing contracts the authorised driver for the **Vehicle**.
- **You** are covered under a fully comprehensive **Motor Insurance Policy** for the **Vehicle**.
- **Your Vehicle** is under 7 years old.
- **Your Vehicle** has covered less than 80,000 miles.
- **Your Vehicle** has a value within the parameters of the policy offered by **Your** dealer at the time of purchase.
- **Your Vehicle** was purchased by **You** from a VAT registered motor dealer.

### Legal Rights

This insurance is in addition to **Your** legal rights and is not to be substituted for the suppliers liability if the **Vehicle** is found to be unfit for the purpose for which it was intended, or is not as described or is not of satisfactory quality.

### Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this insurance and will appear with a capital letter and in bold.

1. **Claims Office** means the office which deals with claims matters arising from this policy.
2. **Date of Loss** means the date of the incident to the **Vehicle** in respect of which a **Total Loss** is subsequently paid under **Your Motor Insurance Policy**.
3. **Geographical Limits** means the area in which this policy is effective and are Great Britain, Northern Ireland, the Isle of Man, the Channel Islands, member countries of the European Community and any other country for which an international motor insurance card ("Green Card") in respect of the **Vehicle** is effective at the **Date of Loss**.
4. **Insured Value** means the greater of either the amount **You** receive under the **Motor Insurance Policy** as a result of a **Total Loss**, or the **Market Value** of the **Vehicle**.
5. **Introducer** means the party, person or company who has arranged this insurance on **Your** behalf.
6. **Market Value** is based on that listed in Glass's Guide for a **Vehicle** of the same make, model, trim level, recorded mileage and overall condition. **We** reserve the right to have an independent valuation undertaken should the specification not be available within Glass's Guide or it is suspected that the condition of the **Vehicle** is such that this would affect the Guide value. There will be no value allowance for nonstandard fittings, other than a reduction should any nonstandard fittings be considered to have a detrimental effect on retail prospects and/or value. Glass's Guide is a motor trade publication recognised and used extensively throughout the motor **Vehicle** industry to value used **Vehicles**.
7. **Motor Insurance Policy** Means a Comprehensive policy of motor insurance which covers the **Vehicle** in respect of damage, fire and theft, which is maintained throughout the **Period of Insurance**.
8. **Period of Insurance** means the dates shown in the certificate of insurance.
9. **Proposal/Sales Invoice** means any proposal and declaration and or sales invoice providing details on which the policy is based.
10. **Scheme Administrator** Means Direct Group Limited, Direct House, White Rose Way, Doncaster, DN4 5NU. Direct Group Limited is authorised and regulated by the Financial Services Authority.
11. **Sum Insured**, is the maximum amount that can be claimed in total during the **Period of Insurance**. As shown in the certificate of insurance.
12. **Total Loss** - when the **Vehicle** is either stolen and not recovered, or is deemed beyond economical or constructive repair by **Your Motor Insurance Policy** underwriter, following material damage or fire.

13. **Vehicle** means only the **Vehicle** as identified in the proposal or sales invoice (excluding taxis, private hire, courier services, haulage and motor cycles) for use on the public highway and designed to carry no more than eight people including the driver or small commercial **Vehicle** of less than 3500kg gross weight. The following makes of **Vehicle** are excluded; Aston Martin, Bentley, Bristol, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Lamborghini, Lancia, Rolls Royce, any left hand drive manufactured American **Vehicle** (excluding Chrysler).
14. **We/Us/Our** UK Underwriting Limited on behalf of Fortis Insurance Limited whose registered office is at Fortis House, Tollgate, Eastleigh, Hampshire SO53 3YA. Registered in England, company registration number: 354568.
15. **You/Your/Yourself** means the person named in the **Proposal or Sales Invoice**.

#### What is covered

If within the **Period of Insurance** an incident occurs within the **Geographical Limits** which results in the **Vehicle** being classed as a **Total Loss by the Motor Insurance Policy** underwriter, **We** will pay the financial shortfall between the **Insured Value** and purchase price of the **Vehicle**, as confirmed in the **Sales Invoice**, up to the **Sum Insured**. Only one claim can be made under this policy during the **Period of Insurance**.

#### Policy Limits

The **Sum Insured** as stated in **Your** certificate of insurance.

#### What is not covered

1. **Vehicles** which;
  - 1.1 have been modified in any way from the manufacturer's specification, or
  - 1.2 are owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing motor **Vehicles**, or
  - 1.3 are used for competition, racing, pace making, hire or reward, off road use (including all Quad Bikes), driving school, delivery courier, or designed to carry more than 8 people including the driver, or
  - 1.4 are over 3500kg gross weight, or
  - 1.5 include the following makes; Aston Martin, Bentley, Bristol, Cosworth, De Tomaso, Dorchester, Ferrari, Fiat Croma, Ginetta, Lamborghini, Lancia, Rolls Royce, any left hand drive manufactured American **Vehicle** (excluding Chrysler).
2. Any **Total Loss**;
  - 2.1 where the **Total Loss** occurred before the inception of this insurance, or
  - 2.2 arising directly or indirectly, in whole or in part, due to any act or omission which is wilful, unlawful or negligent on **You** or the driver of the **Vehicle's** part, or
  - 2.3 caused by or contributed to by or arising from;
    - ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
    - the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component, or
  - 2.4 occasioned by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, or
  - 2.5 arising directly or indirectly from pollution or contamination, or
  - 2.6 directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism or in any way relating thereto.  
For the purpose of this exclusion 'terrorism' means the use of biological, chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation (s) or government (s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. However, losses caused by or resulting from riot, riot attending a strike, civil commotion and malicious damage are not excluded hereunder.
  - 2.7 Any excess deducted on **Your Motor Insurance Policy**.
3. Any theft or malicious damage claim which is not accompanied by a valid and substantiated crime reference number.
4. VAT where **You** are VAT registered.
5. Any costs incurred in excess of or outside the liability of this insurance including any form of consequential loss.
6. If the **Vehicle** is stolen by any person having access to the keys of the **Vehicle**.
7. Any **Total Loss** which is not the subject of an indemnity under the accidental damage, fire or theft sections of a **Motor Insurance Policy**.
8. Any **Total Loss** where the driver of the **Vehicle** is under the influence of alcohol, drugs not prescribed by a registered medical practitioner, or drugs prescribed by a registered medical practitioner where a warning against driving has been given.
9. Additional costs for anything other than the purchase of **Your Vehicle**. This includes but is not limited to motor Insurance, warranty, payment protection, recovery, administration charges, option to purchase charges, late payment charges and arrears, early settlement charges, and interest charged there on.
10. **Our** liability in the event of any misrepresentation or concealment made by **You** or on **Your** behalf in support of obtaining the policy or any claim on **Your** policy.
11. Any loss for additional purchases at the time of purchase of the **Vehicle** including but not limited to Road Fund Licence, insurance premiums including this policy, optional extras; car mats, CD players as these will be taken into account in **Your Insured Value**.
12. Any amount of the price **You** paid for the **Vehicle** by which it exceeds 110% of the Glass' Guide valuation at the time of purchase.

### General Conditions

**You** must comply with the following conditions to have the full protection of **Your** policy. If **You** do not comply with them **we** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

**1. Duty of Care**

**You** must not continue to drive the **Vehicle** after any damage or incident as this could cause further damage to **Your Vehicle**.

**2. Fraud**

**You** must not act in a fraudulent manner. If **You**, or anyone acting for **You**;

- make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect, or
- make a statement in support of a claim, knowing the statement to be false in any respect, or
- submit a document in support of a claim, knowing the document to be forged or false in any respect, or
- make a claim in respect of any loss or damage caused by **Your** wilful act, or with **Your** connivance, then;
- **We** shall not pay the claim.
- **We** may at **Our** option declare the policy void.
- **We** shall be entitled to recover from **You** the amount of any claim already paid under the policy.
- **We** shall not make any return of premium.
- **We** may inform the police of the circumstances.

**3. Cancellation**

**You** may cancel this policy within 30 days' of receiving this Policy by contacting the **introducer** and a full refund will be made providing no claim has been made. After 30 days no refund will be made. **We** may cancel this policy by sending 30 day's notice in writing direct to **You** by recorded delivery to **Your** last know address. If there has been no claim (or claim pending) during the current **Period of Insurance** **We** will calculate the premium for the period **You** have been insured and refund any balance but it will not be a proportionate amount of the premium originally paid. If a claim has been submitted during the current **Period of Insurance** no refund will be given.

**4. Duty of Disclosure**

The policy will be issued based upon information which has been given to **Us** about **Yourself**, and **Your Vehicle**. **You** have a duty to tell **Us** immediately of any changes to this information in particular any of the following: change of address, or use of the **Vehicle** e.g. being used for private hire, failure to do so may invalidate **Your** cover under this policy. **We** will then advise **You** of any changes in terms.

**5. The Law Applicable to this Policy**

**Your** policy will be governed by English Law unless **You** and **We** have agreed otherwise.

### Claims conditions

**You** must comply with the following conditions to have the full protection of **Your** policy. If **You** do not comply with them, **We** may at **Our** discretion cancel the policy or refuse to deal with **Your** claim, or reduce the amount of the claims payment.

**1. Making a Claim**

All claims **MUST** be notified within 30 days of the **Total Loss** occurring and all information provided within 120 days. Contact the **Claims Office** on: 0844 4124087.

**2. Protect the Damaged Vehicle**

**You** must take all reasonable steps to safeguard the **Vehicle**.

**3. Malicious Damage and Theft**

**You** must report the incident to the Police and advise **Us** of **Your** valid crime reference number.

**4. Salvage**

**We** accept no liability for the responsible disposal of **Your Vehicle** or it's salvage in any event.

**5. Use of Engineers.**

At notification of any claim **We** reserve the right to instruct an Independent engineer to inspect **Your Vehicle** before authorising any claim. Any decision on liability will be withheld until this report is received. When this right is exercised **We** shall have no liability for any loss to **You** arising from any possible delay.

**6. Subrogation**

**We** may at **Our** sole discretion take any steps in **Your** name against any person including but not limited to **Your Motor Insurance Policy** Insurer to recover any money **We** pay in settlement of **Your** claim. **You** must give **Us** all assistance necessary. **We** may also at **Our** discretion take over negotiations with **Your Motor Insurance Policy** Insurer with respect to **Your Total Loss** claim.

**7. Offer of Settlement**

If **You** accept an offer of settlement in respect of a **Total Loss** from **Your Motor Insurance Policy** of less than the **Market Value** of **Your Vehicle** **We** will settle **Your** claim using the **Market Value**.

### Claims Procedure

**You** can only receive payment under this policy if **You** provide the **Scheme Administrator** Direct Group with all the evidence they ask for.

Please read the relevant sections of this policy for details of when **You** are entitled to claim under this policy. Details of how to claim can be obtained from the **Claims Office** of the **Scheme Administrator** Direct Group at Direct House, White Rose Way, Doncaster DN4 5NU. Telephone 0844 4124087. Calls will be recorded for training, compliance and claims purposes. The **Scheme Administrator** Direct Group will give **You** information on how to make **Your** claim and tell **You** of any other details that are required. Before **You** accept the **insurance settlement** **You** must contact the **Scheme**

**Administrator** Direct Group and agree the **insurance settlement** that has been offered. The **Scheme Administrator** Direct Group may at its option offer to seek an increased **insurance settlement**.

**You** must return the following to the **Scheme Administrator** Direct Group:

- A copy of the **agreement** and the settlement statement including details of any arrears or interest on the arrears and interest rebate if any.
- Evidence of the **insurance settlement** along with a copy of a statement by **your motor vehicle insurer** disclosing in full the basis of the calculation used in arriving at the **insurance settlement**.

All documents must be certified by an authorised official of **Your motor vehicle insurer**.

**You** must send the **Scheme Administrator** Direct Group any evidence or other information **We** require within 120 days of the date of **Total Loss** to the above address. If **You** do not do this the full entitlement to **Your** benefit under the policy may be affected. **We** may provide an extension of that period if **You** make a request in writing giving a reasonable explanation for the delay.

To process **Your** claim the **Scheme Administrator** Direct Group will need to contact **Your** motor insurers to provide information and discuss details of **Your** claim with them. The **Scheme Administrator** may also need to contact the supplying dealer.

#### **Our promise of good service**

If **you** have a complaint about the way in which this policy was sold, please contact the agents that sold **you** the policy and they will be able to provide **you** with their complaints procedure

Any complaint **You** may have about this insurance should be communicated in the first instance to, the **Scheme Administrator** Direct Group, Direct House, White Rose Way, Doncaster, South Yorkshire, DN4 5NU, telephone number 0844 4124083. Please be ready to quote **Your** policy number so that **Your** complaint may be dealt with promptly.

If **You** are still not satisfied with the way **Your** complaint has been dealt with, **You** should write to;

The Head of Claims  
UK Underwriting Limited  
2 Gibraltar House  
Bowcliffe Road  
Leeds  
LS10 1HB

who will arrange for an investigation to be carried out into **Your** complaint. In the unlikely event that the matter is still not resolved, **Your** complaint can be referred to the Financial Ombudsman Service who may be contacted at South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Please note **You** have six months from the date of **Our** final response in which to refer **Your** complaint to the Ombudsman. Referral to the Ombudsman will not affect **Your** right to take legal action against **Us**. None of the above affects any right of legal action **You** may have.