

# Finance Gap Insurance

# **Terms and Conditions**



# Policy Terms and Conditions

# **1. POLICY DETAILS**

These terms and conditions together with the **Policy Schedule** sets out **Your** insurance cover. Please note the following:

- This is a contract of insurance ("**Policy**") between **You**, the purchaser named on the **Policy Schedule**, and **Us**, Fortegra Europe Insurance Company Ltd. **Your Statement of Demands and Needs** and the undertaking to pay the premium, forms the basis of the **Policy**.
- Please check that the information contained in the **Policy Schedule** is correct and that it meets Your requirements. If it doesn't, please contact the **Policy Retailer**.
- Please read these terms and conditions carefully, in conjunction with the Policy Schedule and Statement of Demands and Needs, and make sure You understand and fully comply with them, as failure to do so may jeopardise the payment of any claim which might arise and could lead to the Policy becoming void.
- Fortegra or the **Policy Retailer** do not provide advice or a personal recommendation about the suitability of this product. It is **Your** responsibility to ensure the product meets **Your** needs.
- Please note that as in Section 12 MISINFORMATION, You have an obligation to provide Us with any facts which may be relevant to this insurance.
- Words that have special meanings are in bold and the definitions can be found in Section 2 **DEFINITIONS**.

# Your Duties

- You should read this Policy carefully to make sure it provides the cover You require.
- You are under a duty to make full disclosure of all material facts and fully respond to any requests for information made by Us and/or the Administrator. A factor or circumstance is material if it would influence the judgment of a prudent insurer in determining premium and whether or not they would underwrite the risk. You must, to the best of Your knowledge, give accurate answers to the questions We or the Administrator ask when You buy Your insurance policy. If You do not answer the questions truthfully or in full, this could result in Your Policy being invalid or cancelled and could mean that all or part of a claim may not be paid. This may also result in You encountering difficulties in trying to purchase insurance elsewhere. The answers or statements You make to Us or the Administrator are Your own responsibility.

# 2. DEFINITIONS

Administrator: DEFEND INSURANCE s.r.o. Email; customerservice@defendinsurance.co.uk, Telephone No: 0161 451 4804; Address; Roztylska 1860/1 148 00 Prague, Czech Republic. DEFEND INSURANCE s.r.o. is a licensed independent insurance intermediary regulated by the Czech National Bank and is registered by the Financial Conduct Authority for the conduct of general insurance business under Temporary Permissions Regime for inbound EEA Firms, under the Firm Reference Number 679738. These registration details can be checked on the Financial Conduct Authority's Financial Services Register. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the United Kingdom for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Additional details on the extent of DEFEND INSURANCE s.r.o.'s authorisation and regulation by the Financial Conduct Authority are available from the **Administrator** on request.

**Comprehensive Motor Insurance**: A policy of road risks motor insurance which covers accidental loss or damage to the **Insured Vehicle** in addition to third party, fire and theft cover.

**Date of Loss**: The date of the incident occurring to the **Insured Vehicle** in respect of which a claim for **Total Loss** is paid under the **Comprehensive Motor Insurance**.

**Dealer Fitted Accessories**: Accessories that were fitted by and purchased from the **Supplying Dealer** and that are shown separately on the purchase invoice or on a supplementary invoice which must be dated at the time the **Insured Vehicle** was purchased.

**Family Member**: Your spouse or civil partner, or a parent, grandparent, child, grandchild, brother, or sister.

**Finance Agreement**: Your credit, hire purchase agreement, or conditional sale agreement with the **Finance Company** in respect of the **Insured Vehicle**, but not including finance lease or contract hire agreements.

**Finance Company**: The company, introduced by the **Supplying Dealer**, or broker with whom **You** have a **Finance Agreement** that is secured upon the **Insured Vehicle**.

**Glasses Guide**: An independent vehicle value guide published monthly by Glass's Information Services Limited, used by the insurance industry in assessing vehicle values.

**Grey Import**: A vehicle that does not comply with European Community Whole Vehicle Type Approval (ECWVTA) imported into any EU Member State from a non-EU country.

Insured Value: The amount You receive under the Comprehensive Motor Insurance in respect of the Insured Vehicle, as a result of a Total Loss at the Date of Loss of the Insured Vehicle.

# Definitions cont'd

**Insured Vehicle**: The vehicle purchased by **You** or the **Finance Company** which meets the eligibility criteria set out in this **Policy**.

**Modified**: An **Insured Vehicle** that has been altered after the **Date of Purchase**, outside of the manufacturer's standard specification, for example engine enhancements or lowering of the suspension.

**Negative Equity**: Any finance or outstanding debt and resulting interest due on or carried across to **Your Insured Vehicle** from previous finance agreements that were secured against the part exchanged vehicle.

Policy Retailer: The company that arranged this insurance for You.

**Policy Schedule**: The schedule provided to **You** when **You** purchased this **Policy**, which contains **Your** details, details of the **Vehicle** and the **Policy** term.

**Purchase Price**: The amount paid to purchase the **Insured Vehicle** including any factory fitted options and **Dealer Fitted Accessories**, after any discount and/or contribution and excluding road fund licence, administration fees, fuel, paintwork and/or upholstery protection kits, cherished number plate transfers, insurance premiums (including for this policy), subscription charges or warranty charges, any finance arrears and associated costs, any **Negative Equity** and VAT, if **You** are VAT registered and able to reclaim the VAT element. VAT will be included if **You** cannot reclaim it.

Settlement Figure: Where You have a Finance Agreement, the amount relating to the Purchase Price of the Insured Vehicle at the Date of Loss, that is required by the Finance Company to discharge Your indebtedness under the Finance Agreement. This amount will exclude any:-

- Negative Equity from a previous finance agreement; and
- credit arrangement fees; and
- statutory rebate of interest as prescribed by existing consumer credit regulations; and
- arrears; and
- interest on late payments; and
- any other costs or associated fees.

**Statement of Demands and Needs**: Any Statement of Demands and Needs and declaration accepted by **You** together with any additional information **You** may have supplied to **Us** in support of **Your** application for this **Policy**.

**Supplying Dealer**: The dealership or broker that the **Insured Vehicle** was purchased from. A **Supplying Dealer** is a VAT registered, new and or used vehicle retailer trading from a motor trade premises.

# Definitions cont'd

**Territorial Limits**: The United Kingdom, Isle of Man, the Channel Islands, and the countries of the European Economic Area, subject to the **Comprehensive Motor Insurance** being extended whilst **You** are in the European Economic Area.

**Total Loss**: The actual or constructive total loss of the **Insured Vehicle** as a result of accidental or malicious damage, fire, theft or flood damage, as deemed by the **Comprehensive Motor Insurance** provider on terms that the **Insured Vehicle** becomes the property of the **Comprehensive Motor Insurance Insurance** provider.

**We/Us/Our**: Fortegra Europe Insurance Company Ltd (Malta Company Registration Number C 84703), Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta. Fortegra Europe Insurance Company Ltd is authorised under the Insurance Business Act 1998 of the laws of Malta to carry out general business, and is regulated by the Malta Financial Services Authority, Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority under reference number 805770, and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permission Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. Annual reports on **our** solvency and financial position can be found at https://www.fortegra.eu/solvency-andfinancial-condition-report.

You/Your: Any individual or company, partnership or sole trader who is detailed on the **Policy** Schedule and is named on the **Finance Agreement** (if any) and who has applied for this insurance and has agreed to pay the premium under this **Policy**.

# **3. ELIGIBILITY**

# You are eligible for cover from the start date of this Policy if:

- You are applying as an individual or business, You are eighteen (18) years of age or over; and You are resident in the United Kingdom, Channel Islands or the Isle of Man; or
- You are applying as a company, that company is registered in the United Kingdom, Channel Islands or the Isle of Man; and
- You are the Comprehensive Motor Insurance policyholder or named on the Comprehensive Motor Insurance policy; and
- During the **Policy** term, **You** and anyone else driving the **Insured Vehicle** are at all times covered by and named on **Comprehensive Motor Insurance**; and
- You have purchased and commenced this **Policy** from the **Policy Retailer** no later than ninety (90) days after purchasing the **Insured Vehicle**.

# The vehicle is eligible for this cover if:

- The Insured Vehicle is not older than ten (10) years at the start of this Policy
- It is the sole vehicle listed in the Finance Agreement (if any); and
- It is a car or light commercial vehicle not exceeding 3.5 tonnes; and
- It is covered by **Comprehensive Motor Insurance** throughout the entire **Policy** term; and
- It is registered in the United Kingdom; and
- It has been purchased from the **Supplying Dealer** or broker.

# Please Note: The following vehicles and vehicle uses are NOT eligible for cover.

- Any vehicle that is not a right hand drive vehicle; and
- **Grey Import**s, emergency vehicles, taxis, courier vehicles, buses, minibuses, coaches, trucks, motor homes, trailers, heavy goods vehicles, licensed private hire vehicles, daily rental vehicles, breakdown and recovery vehicles; and
- Vehicles used for hire and reward, driving school tuition, chauffeuring, road racing, track days (timed or untimed), rallying, pace-making, speed testing or any other competitive event; and
- Any vehicle that has been **Modified** after the purchase date.

# 4. POLICY TERM

The length of cover **You** have chosen is stated on **Your Policy Schedule**. **Your** cover will end at the earliest of any of the below:

- You failing to pay Your premium when due; or
- You or the Insured Vehicle no longer meeting the eligibility criteria for Your Policy; or
- the **Insured Vehicle** being sold, repossessed, disposed of by **You** or transferred to a new owner, other than under Section **9 TRANSFERRING YOUR POLICY**; or
- a claim being settled by **Us**; or
- the **Policy** being cancelled by either **You** or **Us**; or
- the expiry date of the **Policy** as detailed on the **Policy Schedule**.

# 5. WHAT IS COVERED

#### Cover

This **Policy** provides cover up to the Claims Limit on the **Policy Schedule** where the **Insured Vehicle** is the subject of a **Total Loss** from the **Comprehensive Motor Insurance** within the **Territorial Limits**.

# **Benefits**

In the event of a **Total Loss**, the **Policy** will pay the amount by which the **Finance Agreement Settlement Figure** exceeds the **Insured Value**, up to the maximum Claim Limit on the **Policy Schedule**.

# Important

- Any payment of benefit under this **Policy** is conditional upon the **Insured Vehicle** having been deemed a **Total Loss** under the **Comprehensive Motor Insurance**.
- If You are entitled to or are offered a replacement vehicle under the terms of the Comprehensive Motor Insurance, no benefit is payable under this Policy, however You will be entitled to transfer the remaining cover under this Policy to Your replacement vehicle.
- If You have a Total Loss claim, You should not accept any offer made under the Comprehensive Motor Insurance policy until the Administrator has given You authority to do so.

# **Excess Cover**

We will cover any excess up to £250 that is applicable under the **Comprehensive Motor Insurance** where it cannot be recovered from any liable third party.

# Transferrable Cover

You may transfer Your cover subject to the conditions in Section 9 - TRANSFERRING YOUR POLICY where:

- A Family Member takes ownership of the Insured Vehicle; or
- The Insured Vehicle is replaced under the Comprehensive Motor Insurance and a claim has not been settled by Us.
- Bereavement

# PLEASE NOTE

If there is any sum still owing on **Your** finance agreement after the **Administrator** has settled **Your** claim, it is **Your** responsibility to ensure that settlement of this amount is made.

# 6. WHAT IS NOT COVERED

#### What you are not covered for

- 1. If at the **Date of Loss**, **You**, or anyone insured to drive the **Insured Vehicle** under the **Comprehensive Motor Insurance** is deemed to have been driving;
  - without a valid licence; or
  - under the influence of alcohol illegally, recreational drugs, or any medication that impairs Your influence to drive; or
  - whilst disqualified
- Where the Insured Vehicle is not covered by Comprehensive Motor Insurance at the time of the Total Loss or where the driver of the Insured Vehicle at the Date of Loss is not covered by Comprehensive Motor Insurance.
- 3. Where the **Insured Vehicle** is covered under any type of **Comprehensive Motor Insurance** policy that is connected with the motor trade.
- 4. Negative Equity carried forward from a previous Finance Agreement.
- 5. If the **Insured Vehicle** is used for any of the excluded uses that appear in Section **3 ELIGIBILITY**.
- 6. Any deductions made by the **Comprehensive Motor Insurance** provider for any damage not associated with the **Total Loss** claim.
- 7. Any salvage value of the **Insured Vehicle** where **You** are not required to transfer the ownership of the **Insured Vehicle** to the **Comprehensive Motor Insurance** provider.
- 8. Any loss directly or indirectly caused as a result of the theft of the **Insured Vehicle** left unattended unless all security devices or immobilisers are activated, doors locked and windows closed and all keys removed from the vehicle.
- 9. Any motor insurance excess above £250 or where it is recoverable from a liable third party.
- 10. Any amount relating to insurance premiums, warranty costs, fuel, service packages, maintenance costs and any interest payable thereon.

# 7. HOW TO MAKE A CLAIM

#### IMPORTANT

You should not accept any offer made by the **Comprehensive Motor Insurance** provider until the **Administrator** has given **You** authority to do so. The **Administrator** may try to negotiate a higher motor insurance settlement on **Your** behalf.

- Step 1If You have reason to claim, please report Your claim according to the following<br/>procedure. Contact the Administrator, the claim notification telephone number is 0161 451<br/>4803 or write to them at claims@defendinsurance.co.uk
- **Step 2** The **Administrator** will provide **You** with instructions on how to submit **Your** claim information.

Please note that information the **Administrator** may reasonably require must be received within ninety (90) days of the **Date of Loss** of the **Insured Vehicle**. If it isn't, the **Administrator** will attempt to assess **Your** claim however it may be difficult for them to investigate and settle **Your** claim adequately.

#### Points to note about the claims process

- We reserve the right to subject the Insured Vehicle to an independent assessment.
- At the time of claim the Administrator must receive evidence of the purchase of the Insured Vehicle. Such evidence must include the original or a clear bona fide copy of the original printed purchase invoice of the Insured Vehicle. The invoice must detail the Supplying Dealer's name, address and VAT registration number and must show the full basic cost of the Insured Vehicle and the breakdown of all items, ancillary to the Insured Vehicle.
- We and the Administrator may obtain and share information concerning any claim You may make against this Policy or any corresponding road risks insurance claim You have made with the Comprehensive Motor Insurance provider(s), the Supplying Dealer of the Insured Vehicle or Your Finance Company (if any), for the purposes of administering Your Policy and claim.
- Claims benefits will be paid directly to the Finance Company.

# 8. POLICY CONDITIONS

- The maximum benefit payable by **Us** in respect of the **Insured Vehicle** is the Claims Limit on the **Policy Schedule**.
- If **You** are covered by any other insurance or warranty for the same or similar benefit(s) provided under this **Policy**, then **We** will only be responsible for paying a fair proportion of any benefit which **We** would otherwise be due to pay.
- It shall not be possible for **You** to assign or change the benefits of the **Policy** in any way whatsoever, other than as specified in Section **9 TRANSFERRING YOUR POLICY**.
- We have the right to take proceedings against other parties in Your name, in order to recover for Our benefit, the amount of any payment made under this Policy.
- You must notify the **Policy Retailer** as soon as possible if any of **Your** details change during the term of the **Policy**.

# 9. TRANSFERRING YOUR POLICY

This **Policy** cannot be transferred to another **Insured Vehicle** or to any subsequent owner of the **Insured Vehicle** except in the following circumstances:

- Where ownership of the Insured Vehicle is transferred to a Family Member then cover may be transferred to that Family Member, by contacting the Policy Retailer, so long as that Family Member meets the eligibility criteria in Section 3 - ELIGIBILITY.
- 2. Where You are entitled to or are offered a replacement vehicle under the terms of the Comprehensive Motor Insurance. In this event You will be entitled to transfer the remaining cover under this Policy to Your replacement vehicle so long as a claim has not been settled by Us and the Insured Vehicle meets the eligibility criteria in Section 3 ELIGIBILITY.
- 3. In the event of bereavement, the remaining benefits of this insurance may be transferred to a **Family Member** or their estate.

You must make a request to the **Policy Retailer** for the **Policy** to be transferred within thirty (30) days of taking delivery of the replacement vehicle from the **Comprehensive Motor Insurance** or transferring the **Insured Vehicle** to a **Family Member**.

Your replacement vehicle will be subject to the same terms and conditions as the original **Insured** Vehicle. In the event of a claim on Your replacement vehicle We will not be liable for any amount which exceeds **Our** liability under the original terms of this **Policy**.

# **10. CANCELLING YOUR POLICY**

You have the right to cancel Your Policy at any time. Please see the below table for Your refund rights. If You wish to cancel Your Policy at any time, please contact the Policy Retailer.

Time period	Refund Rights
Cancellation before <b>Policy</b> commencement date	If <b>You</b> cancel before the <b>Policy</b> commencement date, <b>You</b> will be entitled to a full refund of premium paid and no administration fee will be charged
Cancellation within thirty (30) days of the start date on the <b>Policy Schedule</b> or receipt of the <b>Policy</b> terms (whichever is later)	If <b>You</b> cancel within thirty (30) days and have not made a successful claim on <b>Your Policy</b> , <b>You</b> will be entitled to a full refund of premium paid, less £15 to cover <b>Our</b> costs incurred in relation to <b>Your</b> cancelled policy.
Cancellation after thirty (30) days from the start date on the <b>Policy</b> <b>Schedule</b> or receipt of the <b>Policy</b> terms (whichever is later)	<ul> <li>If You cancel after thirty (30) days and have not made a successful claim on Your Policy, You will be entitled to a pro rata refund, based on the number of fully unexpired calendar months remaining on Your Policy minus a fixed amount of £35 to cover Our costs incurred in relation to Your cancelled Policy.</li> <li>If the unexpired pro rata value of Your Policy is less than the £35 administration fee, We will not charge the balance.</li> <li>A pro rata refund example is as follows: -</li> <li>36-month Policy term.</li> <li>£150 total premium paid for Policy.</li> <li>Cancellation in month 12 leaves 24 full months remaining.</li> <li>Pro rata refund of £100 less £35 administration fee.</li> <li>Amount of refund due to You is £65</li> </ul>

# 11. COMPLAINTS PROCEDURE

If **You** wish to make a complaint about the conduct of the sale of this **Policy**, including any information provided as part of the sale, please contact the **Policy Retailer**. The **Administrator** handles all other complaints relating to this **Policy** on **Our** behalf. If **You** wish to make a complaint, please do so:

- by telephone 0161 451 4804 or
- emailing customerservice@defendinsurance.co.uk

The **Administrator** will acknowledge **Your** complaint promptly and will aim to resolve it within eight (8) weeks from first notification.

If the **Administrator** cannot resolve **Your** complaint within this period, they will notify **You** in writing to confirm the reasons why. In this case, or if **Your** complaint is not resolved to **Your** satisfaction, the **Administrator** will advise **You** of **Your** rights to refer **Your** complaint to The Financial Ombudsman Service, free of charge:

- by submitting **Your** complaint online please see financial-ombudsman.org.uk; or
- by email at complaint.info@financial-ombudsman.org.uk; or
- by telephone on 0207 964 1000; or
- by writing to the Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR UK.

**IMPORTANT**: The Financial Ombudsman Service will expect **You** to have followed the above procedure before they accept **Your** case. Following this complaints procedure does not affect **Your** legal rights.

# 12. MISINFORMATION

When applying for insurance, varying **Your** cover, or submitting a claim, **You** or anyone acting on **Your** behalf must take reasonable care to answer all questions honestly and to the best of **Your** knowledge. Failure to do so may affect the validity of **Your Policy** or the payment of **Your** claim.

# **13. SANCTIONS**

**We** shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

# **14. THIRD PARTY RIGHTS**

Except where otherwise required by law, You and We have agreed that:

- it is not intended for any third party to this contract to have the right to enforce the terms of this **Policy**;
- You and We can rescind or vary the terms of this contract without the consent of any third party to this **Policy**, who might seek to assert that they have rights under this **Policy**.

# 15. APPLICABLE LAW

This Policy shall be subject to the law of England and Wales, unless We and You agree otherwise.

# **16. COMPENSATION SCHEME**

**You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the UK if, in the unlikely event, Fortegra Europe Insurance Company Ltd cannot meet its liabilities under this **Policy**. The level and extent of compensation provided will depend on the location of the risk, the type of insurance and on the circumstances of the claim.

Further information about the Financial Services Compensation Scheme is available from the FSCS website www.fscs.org.uk. The FSCS can be contacted:

- online by completing the form on the FSCS website www.fscs.org.uk/contact-us/; or
- by calling 0800 678 1100; or
- by writing to Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY; or
- by live chat via the FSCS website www.fscs.org.uk/contact-us/.

# **17. PRIVACY AND DATA PROTECTION**

#### **Data Protection**

Fortegra Europe Insurance Company Ltd (the Data Controller) is committed to protecting and respecting **Your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **We** process **You**r personal data.

# How we use your Personal Data

We may use the personal data We hold about You for the purposes of performing Your contract of insurance, this includes providing insurance that You request of Us and administering the same; including handling claims and any other related purposes, underwriting (which may include underwriting decisions made via automated means), offering renewal terms, pricing or statistical purposes. We may also use Your data to safeguard against fraud and money laundering and to meet Our general legal and regulatory obligations.

# Disclosure of Your Personal Data

We may disclose Your personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf. These include Our group companies, affinity partners, brokers, agents, third party administrators, other insurers, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

#### International Transfers of Data

**We** may transfer **Your** personal data to destinations outside of the UK or the European Economic Area ("EEA"). Where **We** transfer **Your** personal data outside of the UK or EEA, **We** will ensure that it is treated securely and in accordance with the Legislation.

#### Your Rights

You have the right to ask Us not to process Your data for marketing purposes, to see a copy of the personal information We hold about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to restrict the processing of Your data, to ask Us to provide a copy of Your data to any controller and to lodge a complaint with the local data protection authority.

#### Retention

**Your** data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiration of the **Policy**, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** require more information or have any questions concerning **Our** use of **Your** personal data, **Our** full Privacy Policy can be found at https://www.fortegra.eu/privacy-policy. Alternatively, please contact The Data Protection Officer, Fortegra Europe Insurance Company Ltd, Office 13, SOHO Office The Strand, Fawwara Building, Triq I-Imsida, Gzira, GZR 1401, Malta or via email at dpofficer@fortegramalta.com

Notes

Thank you for choosing car2cover.co.uk to arrange your insurance.

For policy purchase or policy amendment questions please call 01438 870615



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