



# Top Up Gap Insurance

Terms and Conditions



Arranged by [car2cover.co.uk](http://car2cover.co.uk)



# Top Up Gap Insurance

## Policy Terms and Conditions

### About Your Insurance

Welcome to **Your** Total Loss Top Up Gap Insurance policy.

This insurance was arranged by car2cover a trading name of Click2Protect UK Limited and is underwritten by Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG.

Click2Protect UK Limited is regulated by the Financial Conduct Authority, Firm Reference No.670499.

Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG. Registered Office: Aeulestrasse 60 (2. Stock) 9490 Vaduz, Liechtenstein. The **Insurer** is authorised and regulated by the Liechtenstein Financial Market Authority and is deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

Details of the Temporary Permissions 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. <https://register.fca.org.uk/> or by calling them on 0800 111 6768.

As Click2Protect UK Limited acts as agent for the **Insurer**, monies paid to (or held by) Click2Protect UK Limited in relation to the insurance contract are treated as having been paid to (or held by) the **Insurer**.

**Your** insurance is for 12 months, **Your** policy **Start Date** and **Your** period of insurance is shown on **Your Policy Schedule**.

Understanding **Your** Policy: Please read this policy carefully and make sure **You** understand fully and comply with its terms and conditions. Failure to do so may jeopardise the payment of any claim which might arise and could lead to the policy becoming void. All insurance documents and all communication with **You** about this policy will be in English.

The Insurance Contract: This Policy Document and **Your Policy Schedule** are **Your** insurance documents and together they make up the contract between **You** and **Us**. It is important that **You** read this Policy Document carefully along with **Your Policy Schedule** so **You** can be sure of the cover provided and to check that it meets **Your** needs.

This policy will not be in force unless the correct **Premium** has been received and it has been agreed by an authorised official of the **Insurer** and confirmation sent to **You** with the **Policy Schedule**. The policy contains details of the Insurance cover **You** have bought, what is excluded from cover and the terms and conditions of this Insurance.

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## Eligibility Criteria

1. If **You** are a private individual or a sole trader, **You** will be eligible for this insurance cover if **You**;

- Are at least 18 years of age at the **Start Date**.
- Only allow individuals 18 years of age and over to drive the **Vehicle**.
- Are resident in the United Kingdom, the Channel Islands or the Isle of Man on the **Start Date** and remain so throughout the period during which **You** are insured under this policy,
- **Your Vehicle** must not be on a **Lease Agreement**
- Have paid the **Premium** and agreed to comply with the terms and conditions of this policy, and
- Have in place for **Your Vehicle** a fully comprehensive **Vehicle Insurance Policy**, issued by an authorised UK **Vehicle Insurer**, and which is maintained in force in **Your** name throughout the period for which **You** are insured under this policy.
- **You** do not already have a Gap Insurance policy in place for **Your Vehicle**.

2. If **You** are a partnership, limited company or other legal entity, **You** will be eligible for this insurance cover if **You**;

- Are at least 18 years of age at the **Start Date**,
- Only allow individuals 18 years of age and over to drive the **Vehicle**,
- Are permanently situated, and in the case of a limited company registered, in the United Kingdom, the Channel Islands or the Isle of Man on the **Start Date**,
- Purchased **Your Vehicle** with either **Your** own monies or, if relevant, with monies advanced under a **Finance Agreement**,
- Have paid the **Premium** and agreed to comply with the terms and conditions of this policy, and
- Have in place for **Your Vehicle** a fully comprehensive **Vehicle Insurance Policy**, issued by an authorised UK **Vehicle Insurer**, and which is maintained in force in **Your** name throughout the period for which **You** are insured under this policy,
- **You** do not already have a Gap Insurance policy in place for **Your Vehicle**.

### 3. **Vehicle**

- **Your Vehicle** must be a maximum of 10 years old at the **Start Date** of this policy
- **Your Vehicle** must have completed less than 100,000 miles at the **Start Date** of this policy
- The value of **Your Vehicle** is equal to or less than £100,000.00.
- **Your Vehicle** is not on the list of excluded **Vehicle** list or used for any excludes use as shown within the "What is not covered" section of this wording.

**We** will not provide any cover if **You** do not meet these eligibility requirements. Please contact the **Administrator** as soon as possible if **You** are not eligible for this insurance, if a change in circumstances means that **You** no longer meet these eligibility requirements, or if **You** have any queries. Their contact details within the definitions of this document

# Top Up Gap Insurance

## Definitions

**Active War - Your** active participation in a **War** where **You** are deemed under English Law to be under instruction from or employed by the armed forces of any country.

**Administrator** – Click2Protect UK Limited, The Officers' Mess, Royston Road, Duxford, Cambridge, CB22 4QH. Tel 01438 870615

**Claims Administrator** - MB&G Insurance Services Limited, Cobalt Business Centre, Cobalt Park Way, Newcastle, NE28 9NZ

**Commercial Vehicle** – A **Vehicle** designed and constructed for the purpose of carrying goods or passengers and intended to be used for business purposes.

**Date of Total Loss** – The date of the theft, fire, or damage sustained as a result of an accident, malicious damage or flood, which gives rise to **Your** claim for the **Total Loss of Your Vehicle**.

**Early Settlement Amount** - The amount required at the **Date of Total Loss** to settle the **Finance Agreement**, excluding any amount carried over from a previous **Finance Agreement**, any insurance premiums, additional interest charges, discounts, incentives and cashbacks, arrears, title discharge fees, and any other financed amount not specifically relating to the **Vehicle**.

**End Date** – The date this insurance cover ends, in accordance with the section “When cover under this policy ends” of this Policy Document.

**Excess** – The first amount of any claim which **You** must pay under **Your Vehicle Insurance Policy** if **Your Vehicle** is lost, stolen or damaged.

**Finance Agreement** - The credit agreement between **You** and the Finance Company relating to the **Vehicle**.

**Finance Company** - An authorised United Kingdom finance company with which **You** have entered into the **Finance Agreement**.

**Glass's Guide** - An independent **Vehicle** value guide published monthly by Glass's Information Services Limited, used by the insurance industry in assessing values relating to **Vehicle**. Their retail transacted value is based on the typical sale price achieved by a retail dealer.

**Lease Agreement** - The credit agreement between **You** and the **Lease Company** relating to the **Vehicle**.

**Lease Company** – An authorised United Kingdom **Lease Company** with which **You** have entered into the **Contract Hire/Lease Agreement**.

**Market Value** – The retail value of the **Vehicle** shown in the current Glass's Guide or other similar industry approved retail value guide.

**Nuclear Risks** - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

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**Period of Insurance** - The time between the **Start Date** of this Insurance and the end date as showing on **Your Policy Schedule**.

**Policy Schedule** - The document issued to **You** with this Policy Document containing **Your** personal information, details of **Your Vehicle**, and specific details of **Your** insurance cover.

**Premium** - The single payment that **You** have agreed to pay **Us** in respect of insurance cover under this policy based on the value of **Your Vehicle Insurance Policy** premium.

**Start Date** - The date the insurance cover commences as shown on **Your Policy Schedule**.

**Territorial Limits** - The United Kingdom, the Channel Islands and the Isle of Man. The vehicle is also covered for a maximum of 90 days in any 12 months of cover within Europe.

**Terrorism** - An act including, but not limited to, the use or threat of force and/or violence 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), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Total loss** - Where **You** have submitted a valid claim to a **Vehicle Insurer** who has paid **You** a **Vehicle Insurance Settlement** after declaring that **Your Vehicle** is beyond economic repair following fire, theft, or damage sustained as a result of an accident, malicious damage or flood.

**Vehicle** - The **Vehicle** specified on **Your Policy Schedule**, being any eligible **Vehicle**.

**Vehicle Insurance Policy** - A fully comprehensive Vehicle Insurance policy, issued by an authorised UK **Vehicle Insurer**, maintained in force in **Your** name throughout the period for which **You** are insured under this policy, or a third-party **Vehicle Insurance Policy**.

**Vehicle Insurance Settlement** - The money **You** receive under the **Vehicle Insurance Policy** following a **Total Loss** claim.

**Vehicle Insurer** - An authorised motor insurance company that issued **You** with a **Vehicle Insurance Policy** or a third-party authorised UK motor insurance company.

**War** - Means:: (a) **War**, invasion, acts of foreign enemies, hostilities (whether **War** be declared or not), civil War, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or (b) Any act of **Terrorism**, or (c) Any act of **War** or **Terrorism** involving the use of, or release of, a threat to use any nuclear weapon or device or chemical or biological agent.

**We, Us, Our** - means Novus Underwriting Limited on behalf of Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG.

**You, Your** - Either: means a private individual or a sole trader who fulfils the eligibility requirements under 'Eligibility' of this Policy Document and whose name appears as the insured on the **Policy Schedule**, or

## Definitions Cont'd

A partnership which, in the name of at least one partner, appears as the insured on the **Policy Schedule**, providing the partner is at least 18 years of age at the **Start Date**, and the partnership fulfils the eligibility requirements under 'Eligibility' of this Policy Document, or

A limited company or other legal entity which is eligible for cover under 'Eligibility' of this policy document and whose name appears as the insured on the **Policy Schedule**.

## WHAT IS COVERED

### The Benefit Payable Under This Policy

Subject to the correct **Premium** having been paid, in the event of a **Total Loss** happening within the **Territorial Limits** and occurring within the **Period of Insurance**, this Insurance will pay 25% of the **Vehicle Insurers Settlement**, up to a maximum of £10,000.

Where the **Vehicle Insurers Settlement** exceeds the **Market Value** of the vehicle, **We** reserve the right to calculate the 25% Gap claim settlement on the basis of the **Market Value** at the point of the **Total Loss**.

Cover will include up to a maximum of £250 of **Your Vehicle Insurance Policy Excess**. The maximum amount **We** will pay is restricted to the claim limit shown in **Your Policy Schedule**.

The benefit under this policy will be paid to **You** where the **Vehicle** is not subject to a **Finance Agreement**. Where the **Vehicle** is subject to a **Finance Agreement**, the benefit will be paid to the **Finance Company** and **We** will pay any excess over the **Early Settlement amount** to **You**.

### Deductions From The Benefit Payable Under This Policy

**We** will deduct from the benefit payment:

- Any **Excess** deducted under Your **Vehicle Insurance Policy** above £250.
- The salvage value of the **Vehicle** where **You** are not required to transfer ownership of the **Vehicle** to the **Vehicle Insurer**,
- Any **Premium You** owe to the **Vehicle Insurer** for the **Vehicle Insurance Policy**,
- Any percentage or monetary amount deducted from the **Vehicle Insurer's** valuation of **Your Vehicle** at the date of the incident which caused **Your Vehicle** to be declared a **Total Loss** due to negligence or due to the condition of **Your Vehicle**,
- Any **Premium** that has not been paid to **Us**, and
- The VAT content of any claim if **You** are VAT registered.

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## WHAT IS NOT COVERED

1. The benefit will not be paid for a **Total Loss** of the **Vehicle** if;
  - a) It is used as an emergency or military **Vehicle**, courier or delivery **Vehicle**, invalid carrier or driving instruction **Vehicle**.
  - b) It is used for hire or reward of any nature, or as a taxi.
  - c) Non-UK specification **Vehicle** or not built primarily for sale in the UK, or is classed as a grey import, kit car, bus, coach, **Commercial Vehicle** weighing more than 3.5 tonnes, truck, heavy goods **Vehicle** or static caravan.
  - d) It is used for road racing, rallying, pace-making, speed testing or any other competitive event.
  - e) It has been modified other than in accordance with the manufacturer's specifications, or
2. The benefit will not be paid if the **Total Loss**:
  - a) Is caused when the **Vehicle** is driven, with **Your** consent, by someone who does not hold a valid driving licence or is in breach of the conditions of that driving licence.
  - b) Occurred while the person in charge of the **Vehicle** is convicted of driving under the influence of drink or drugs at the time of an incident or driving against medical advice.
  - c) Results from an accident, theft, act of vandalism or flood outside the United Kingdom, the Channel Islands or the Isle of Man where the **Vehicle** has been driven for more than 90 days outside the United Kingdom, the Channel Islands or the Isle of Man in the 12 months immediately preceding the **Total Loss**.
  - d) Results from any intentional act carried out by **You**.
- 3) The benefit will not be paid if:
  - a) **You** do not meet the eligibility requirements for this policy as shown within the "Eligibility Criteria" section of this document.
  - b) **You** do not have a **Vehicle** insurance policy in place from the **Start Date** until the date of **Total Loss**.
  - c) **Your** claim under a **Vehicle** insurance policy is declined and **You** have not received the **Vehicle Insurance Settlement**, or
  - d) The **Vehicle** is owned by a garage, **Vehicle** trader or any other associated **Vehicle** trade company.
- 4) If **You** decline the offer of a replacement **Vehicle** under the terms of **Your Vehicle Insurance Policy**, then **We** will pay **Your** claim based on the value of the replacement **Vehicle** according to Glass's Guide retail value and not the settlement figure offered by **Your Vehicle Insurer** policy in lieu of the replacement **Vehicle**.
- 5) Any claim or loss caused by **You** taking part (either directly or indirectly) in a crime.
- 6) Any claim where the **Vehicle Insurer** has offered to repair **Your Vehicle**, but **You** have instead requested the claim to be dealt with on a **Total Loss** basis.
- 7) Any loss of use of the **Vehicle** or any other direct or indirect losses (such as travel costs or loss of earnings).
- 8) **Your Vehicle** is on a **Contract Hire/Lease Agreement**
- 9) Any liability for death or bodily injury or damage to any person, damage to property or any other losses or expenses arising from the event that results in the **Total Loss** of the **Vehicle**.
- 10) Any claim arising directly or indirectly from, **War** or acts of **Terrorism** or **You** engaging in active **War** or nuclear risks.
- 11) For electric or hybrid Vehicles, where the battery is on lease, this policy would not cover any costs associated with the battery.
- 12) Excluded **Vehicles**:- Aston Martin, Bentley, Bristol, Bugatti, Cadillac, Corvette, Ferrari, Hummer, Lamborghini, Maserati, Noble and Rolls Royce



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## MAKING A CLAIM

### Who To Contact

To make a **Claim**, within 60 days of the incident, **You** should complete the online claim form at [www.mbginsurance.co.uk](http://www.mbginsurance.co.uk)

Completing the claim form will provide **Us** with all of the necessary information that **We** require in order to quickly process **Your** claim. Please note that failure to provide all information at this point may mean that **We** will not be able to process **Your** claim.

Alternatively, **You** may contact the **Claims Administrator** during office hours: 9am - 5pm Monday - Friday on (0191) 258 8127.

Alternatively, please write to:

Mechanical Breakdown & General Insurance Services Ltd Cobalt Business Exchange Cobalt Park Way Newcastle NE28 9NZ.

**PLEASE NOTE** It is a condition of this insurance that **You** must not accept any settlement offer or valuation from a motor **Insurer** without first contacting the claims administrator.

### Claims Conditions

**You** must comply with the following conditions. If **You** fail to do so, and this affects the ability of the **Claims Administrator** to fully assess **Your** claim or keep **Our** losses to a minimum, **We** may not pay **Your** claim, or any payment could be reduced.

1. Before **You** accept any offer or valuation from a Vehicle Insurer, **You** must contact the **Claims Administrator**, if **You** accept an offer from **Your Vehicle Insurer**, without the **Claims Administrator** agreement, **We** may reduce the amount of the GAP claims payment.
2. **You** will need to provide the following supporting documents:
  - a) Proof of the amount of payment of **Your Total Loss** claim and the terms on which the **Vehicle Insurance Settlement** was made,
  - b) A copy of **Your Vehicle** insurance **Policy Schedule**,
  - c) The original sales invoice relating to the **Vehicle**,

### WHEN COVER UNDER THE POLICY ENDS

This policy will terminate on the **End Date** which will be the earliest of the following dates:

- The date on which benefit is paid under this insurance policy.
- The date on which **You** or **We** cancel **Your** policy.
- The date the **Vehicle** is sold by **You** to another party.
- The date on which **You** do not pay the **Premium** when it is due.
- The date on which **You** cease to have a **Vehicle Insurance Policy** in place covering **Your Vehicle**.

## Transferring Your Policy

**Your** policy is only transferable in the following circumstances: -

- If, in the event of a **Total Loss Your Vehicle Insurer** replaces **Your Vehicle** with one of the same make, model and specification, **We** will provide a new policy for this **Vehicle** for the remainder of the period of, and providing the same cover as was provided under, **Your** original policy.
- In the event of **Your** death within the period of this policy the remaining benefit of this insurance may be transferred to **Your** spouse or partner.

If **You** sell or change **Your Vehicle**, provided that no claim has been made under this insurance, **You** may transfer this policy to an eligible replacement **Vehicle**, as long as **Your** new **Vehicle Insurance Policy** premium not greater than the original **Vehicle Insurance Policy** declared, subject to **Our** agreement. All transfers are subject to an administration fee charged by the **Administrator**.

## CANCELLATION OF THE POLICY

### Your Cancellation Rights

**You** have the right to cancel this policy within 14 days of the **Start Date** or when **You** received the policy documents if this is later. This is known as **Your** cooling off period. **We** will provide a full refund of any premium paid unless, **You** have made a claim or there has been an incident likely to result in a claim.

**You** can also cancel **Your** policy at any other time and receive a pro-rata refund of **Your Premium** based on the number of whole calendar months of the original insurance period remaining, subject to an administration fee charged by the **Administrator**.

If **You** have a premium finance arrangement in place, please refer to the terms of the agreement with the finance provider.

If **You** cancel **Your** policy with less than 3 months remaining, there will be no return of **Premium**.

### The Insurer's Cancellation Rights

**We** will not cancel **Your** policy during its lifetime unless **You** fail to pay the **Premium** due or **You** commit fraud. If **We** cancel **Your** policy **We** will do so in writing to the most recent address **We** have for **You**.

## HOW TO MAKE A COMPLAINT

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: -

### Sale of Policy

Click2Protect UK Limited,  
The Officers' Mess,  
Royston Road,  
Duxford,  
Cambridge,  
CB22 4QH.

Tel 01438 870615  
Email: mail@car2cover.co.uk

### Claims

MB&G Insurance Services Limited,  
Cobalt Business Centre,  
Cobalt Park Way,  
Newcastle,  
NE28 9NZ.

Email: CVT@mbginsurance.com

In all correspondence, please state that **Your** insurance is provided by Novus Underwriting Limited and quote scheme reference B1927GDR0012022/02

If **Your** complaint about **Your** claim cannot be resolved by the end of the third working day, MB&G Insurance Services Limited will pass it to: Novus Underwriting Ltd, 4th Floor, 34 Lime Street, London, EC3M 7AT Email: complaints@novusunderwriting.com.

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.

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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.

## Fraudulent Claims or Misleading Information

**We** take a robust approach to fraud prevention in order to keep **Premium** rates down so that **You** do not have to pay for other people's dishonesty. If any claim made by **You** or anyone acting on **Your** behalf under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **We** may:

- a) Not pay **Your** claim, and
- b) Recover (from **You**) any payments **We** have already made in respect of that claim, and
- c) Terminate **Your** insurance from the time of the fraudulent act, and
- d) Inform the police of the fraudulent act. If **Your** insurance is terminated from the time of the fraudulent act, **We** will not pay any claim for any incident which happens after that time and may not return any of the insurance **Premium(s)** already paid.

## Law and Jurisdiction

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

## Information You have provided – Insurance Act 2015

**You** must take reasonable care to provide accurate and complete answers to all the questions **You** are asked when **You** take out or make changes to this policy.

**You** must notify the **Administrator** as soon as possible if any of the information in **Your** policy documents are incorrect or if **You** wish to make a change to **Your** policy.

If **You** do not provide accurate and complete answers to the questions **You** are asked, or **You** fail to notify the **Administrator** of any incorrect information or changes **You** wish to make, **Your** policy may not operate in the event of a claim. **We** may not pay any claim in full or **Your** policy could be invalid.

No term of this insurance contract is intended to limit or affect the statutory rights and obligations of the parties to this contract under the effect of the Insurance Act 2015.

## Under Insurance

A proportional reduction in any claim settlement will be made should **You** under-insure. For example, if due to a breach of fair presentation **You** are incorrectly charged a premium of £100.00 but, due to the value of **Your** insured item, **You** should have been charged a higher amount, in the event of a claim being submitted and agreed any settlement made to **You** will be reduced by the proportion **You** were under-insured for.

## Compensation Scheme

Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG 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).

**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

## Personal Information

For more information about how the Insurer use **Your** personal information please see **Our** full privacy notice, which is available in the Privacy section of **Our** website [www.helvetia.com/privacy](http://www.helvetia.com/privacy)

# NOTES

Thank you for choosing [car2cover.co.uk](https://car2cover.co.uk) to arrange your insurance.

For policy purchase or policy amendment questions please call  
01438 870615



car2cover.co.uk is a website owned by Click2protect UK Limited.  
Click2protect UK Limited is Authorised and Regulated by the Financial Conduct Authority. Our FCA number is 670499.

Contact us at;

Click2protect UK Limited  
The Officers Mess  
Royston Road  
Duxford, CB22 4QH

tel : 01438 870615

email : [mail@car2cover.co.uk](mailto:mail@car2cover.co.uk)