



Policy Handbook

Return to Invoice Advanced GAP Insurance

What You Need to Know

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gapinsure.com

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If you need to make a claim on your policy, in the first instance please call 024 7652 7831

Policy Summary

Return to Invoice Advanced GAP Insurance. Underwritten by AXA France IARD S.A. This policy summary does not contain full details and conditions of your insurance – these are located in your policy wording.

Where headings are shown in *blue italics* in this policy summary, full details can be found in your policy wording using the same headings. To help you locate these within the policy wording, please refer to the contents section above detailing the main sections of the policy.

Type of Insurance and Cover

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This insurance provides cover for the financial shortfall between the amount you receive from the motor insurance policy in the event of your vehicle being a total loss, as defined in the policy wording, following damage, fire or theft in the UK and the greater of the following:

- The amount you originally paid for the vehicle up to the claim limit as shown on the policy schedule.

Or

- The outstanding balance amount you require to settle your finance agreement up to the claim limit shown on the policy schedule excluding any amount financed above the original purchase price of your vehicle.

You are insured up to the total claim limit as a total.

This policy will end on payment of a valid claim.

Eligibility

You are eligible for this insurance, provided at inception and during the period of insurance your vehicle:

- Is a car or light commercial vehicle up to 3500kg gross weight.
- Is permanently registered in the United Kingdom.
- Is insured by a comprehensive motor insurance policy covering damage, fire and theft, issued by an insurer authorised in the United Kingdom.
- Is not included under the section entitled *Excluded Vehicles*.
- Is not used for any of the uses specified in the *Excluded Vehicle Uses* section.
- Has never appeared on the total loss register.
- Has a minimum value of £2,500 at the date of commencement.

- Is under 10 years old at the date of commencement.
- Has covered less than 80,000 miles at the date of commencement.

And

- You are the legal owner and or keeper of the vehicle insured under this policy.
- You apply for cover up to 30 days after your vehicle has been delivered to you, or your finance agreement has commenced, whichever is earlier.
- Where a finance agreement exists on your vehicle, it does not exceed 60 months in duration.
- Where a finance agreement exists on your vehicle you are named in the agreement.

Significant Features and Benefits

What is Covered

Subject to exclusions this insurance covers the amount by which the original purchase price (as defined in the policy wording) exceeds the higher of:

- The insurance settlement you receive from a motor insurance policy following the total loss of the vehicle in the UK, or
- The market value of your vehicle following the total loss of the vehicle in the UK.

This policy will contribute up to a maximum of £500 towards your Motor Insurers Excess (if deducted from your Insurer's total loss settlement).

Transfer of Your Policy

If the motor insurance policy provides a replacement vehicle in the event of total loss, this policy will be transferred to your new vehicle for the remainder of the period of insurance.

If your vehicle is sold by you within the period of insurance, you can transfer cover to a different vehicle for the remainder of the period of insurance. Any claim after the transfer to a replacement vehicle will be based upon the original purchase price of the replacement vehicle or its market value at the time of transfer.

In the event of your death, the remaining benefit of this policy may be transferred to your spouse or partner. Under no circumstances can this policy be transferred to another vehicle.

This is subject to our agreement and conditions detailed in the *General Conditions* section. Please refer to the *Transfer of Your Policy* Section for full terms and conditions.

Significant or Unusual Exclusions or Limitations

What is Not Covered

- Any claim that occurs when your vehicle is not covered under a comprehensive policy of motor insurance, covering damage, fire and theft, issued by an insurer authorised in the United Kingdom.
- Any claim where your motor insurance policy offers to provide a replacement vehicle as settlement of your claim, whether you accept it or not.
- Your vehicle is included under the section entitled *Excluded Vehicles*.
- Claims arising as a result of using the vehicle for any of the *Excluded Vehicle Uses*.
- Any claim where you accept an offer of settlement without first contacting the claims office. If you accept an offer of settlement from your motor insurance policy before contacting the administrator, we reserve the right to contact the motor insurer in your name to assess their offer and where necessary seek settlement in-line with the market value at the time your vehicle was declared a total loss.
- Any additional costs shown on the vehicle invoice for anything other than the purchase of your vehicle.
- This includes but is not limited to, motor insurance, servicing and maintenance plans, paint protection, warranty, payment protection, recovery, road fund licence and accessories other than manufacturer approved dealer or factory fitted accessories, or any outstanding finance carried over from a previous credit agreement including cash back.
- Any amount deducted by the motor insurance policy provider in respect of but not limited to salvage, excess over what is stated in your policy schedule, wear and tear or any damage previously sustained to the vehicle in any incident not resulting in the vehicle being declared a total loss.
- The policy will end on payment of a valid claim.
- Any outstanding finance carried over from any previous finance agreement or any other costs added to the finance agreement for anything other than the purchase of your vehicle.
- Any amount in respect of refinancing, or extending the finance on your vehicle after the inception of cover.
- Any replacement, loss, damage or liability which may be claimed on a more specific insurance.
- Any claim that occurs where you are not the legal owner of the vehicle.
- Any claim where the motor insurance policy provider has offered to repair the vehicle but you have requested the claim to be dealt with on a total loss basis.
- Any costs for dealer fitted manufacturer approved accessories, warranty, paint protection, upholstery protection kits or road fund licence that are not included on the vehicle invoice.
- Any claim by accident 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.
- Wear and Tear.

Duration

The cover duration is variable. You may need to review this cover periodically to ensure it remains adequate for your needs. Please refer to your policy schedule which will show the duration of cover applicable.

Cancelling Your Policy

You have the right to cancel this policy at any time during the period of insurance. For more information regarding cancellation including your statutory rights, please refer to the section headed *Cancelling Your Policy* in this policy wording.

How to Claim

You are required to contact the claims office so that the claims procedure can be fully explained to you. To make a claim, please telephone the claims office on telephone number 024 7652 7810.

Understanding Your Policy

This policy is underwritten by AXA France IARD S.A. (Financial Conduct Authority registration number 203184), who is authorised and regulated in France by the Autorité de Contrôle Prudentiel et de Résolution and is deemed authorised and regulated by the Prudential Regulation Authority. 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 website. The company is registered in England (AXA France IARD S.A. Branch – UK branch registration number: BRO20493) with its registered address at Building 7, Chiswick Park, 566 Chiswick High Road, London, W4 5YG. The head office of the company is located at 313 Terrasses de l'Arche, 92727 Nanterre Cedex, France. The company is a société anonyme incorporated under the laws of France and has a share capital of Euro 214,799,030.

This policy is administered by Global Insurance Management Ltd on behalf of AXA France IARD S.A. Global Insurance Management Ltd is authorised and regulated by the Financial Conduct Authority. This can be checked on the FCA's register by visiting the FCA's website at <https://register.fca.org.uk>.

Please refer to **your** policy schedule for confirmation of the cover **you** have been supplied with or have purchased.

Please read this policy carefully and make sure **you** understand and fully 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. Please ensure **you** keep this policy in a safe place so **you** can read it again if **you** need to.

Your attention is drawn to the complaints procedure in the section entitled *Making a Complaint*.

The Policy

Your policy is evidence of **your** contract of insurance with **us**. **You** should read it carefully and keep it in a safe place.

In return for having accepted **your** premium **we** will in the event of **your vehicle** being subject to a **total loss** in the **period of insurance**, provide insurance as described in the following pages and referred to in **your** policy schedule.

The policy contains details of the cover **you** have been

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supplied with or purchased, what is excluded from cover, and the conditions of this insurance. The policy should be read in conjunction with the policy schedule.

The Policy Schedule

This must be kept with the policy and contains **your** details, details of the **vehicle**, details of the cover provided to **you** under this policy and the **period of insurance**.

Please check that the information contained in the policy schedule is correct and that it meets **your** requirements. If it does not, please immediately contact the **administrator** or the **agent** who arranged this insurance for **you**.

The Law Applicable to This Policy

You and **we** are free to choose the laws applicable to this policy. **We** propose to apply the laws of England and Wales and by purchasing this policy **you** have agreed to do this.

Definitions

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

1. **Administrator** means Global Insurance Management Limited, whose address is 7th Floor, Eaton House, 1 Eaton Road, Coventry CV1 2FJ. Customer Services telephone number: 024 7652 7831.
2. **Agent** means the party, person or company who has arranged this insurance on **your** behalf.
3. **Claims office** means Global Insurance Management Limited, whose address is 7th Floor, Eaton House, 1 Eaton Road, Coventry CV1 2FJ. Claims office telephone number: 024 7652 7831.
4. **Date of loss** means the date of the incident to the **vehicle**, in respect of which a **total loss** is subsequently paid under the **motor insurance policy**.
5. **Finance Agreement** means the loan taken out in **your** name to finance the purchase of the **vehicle**, up to 60 months in duration.
6. **Insured value** means the amount **you** received under the **motor insurance policy** in respect of the **vehicle** as a result of a **total loss** or the market value of the **vehicle** whichever is the greater.
7. **Motor insurance policy** means a comprehensive policy of motor insurance which covers the **vehicle** in respect of damage, fire and theft, (comprehensive policy) or covers **your vehicle** for third party, fire and theft (in which case **we** will only make a payment if **you** receive a **total loss** settlement from either **your** insurer or the third party's insurer), and which is maintained throughout the **period of insurance** and is issued by an insurer authorised in the United Kingdom.
8. **Original purchase price** means the purchase price **you** paid for the **vehicle** from a VAT registered motor trader (including manufacturer fitted accessories that were fitted at the time of manufacture) but excluding any amount financed above the **market value** of the **vehicle**.
9. **Outstanding balance** means the amount **your** lender calculates **you** must pay to settle **your finance agreement** at the date on which the **total loss** payment is

made under the **motor insurance policy**. This sum will include any rebate or interest charge reductions for early settlement and, less any arrears and, or interest on arrears, less any amount financed above the **original purchase price** or any amount in respect of refinancing, or extending the finance on **your vehicle** after the inception of cover.

10. **Period of insurance** means the length of time that this policy operates as stated on the policy schedule.
11. **Total claim limit** means the maximum amount that can be claimed on the policy during the **period of insurance**. Please refer to **your** policy schedule for further details.
12. **Total loss** means when a claim has been made under the **motor insurance policy** and the claim has been settled, with the **vehicle** salvage forfeited and a total loss payment made in full and final settlement.
13. **Vehicle** means only the vehicle as stated in the policy schedule. Please refer to the Excluded Vehicles section for details of vehicles excluded from cover.
14. **We/us/our** means AXA France IARD S.A. (Financial Conduct Authority registration number 203184), who is authorised and regulated in France by the Autorité de Contrôle Prudentiel et de Résolution and is deemed authorised and regulated by the Prudential Regulation Authority. 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 website. The company is registered in England (AXA France IARD S.A. Branch – UK branch registration number: BR020493) with its registered address at Building 7, Chiswick Park, 566 Chiswick High Road, London, W4 5YG. The head office of the company is located at 313 Terrasses de l'Arche, 92727 Nanterre Cedex, France. The company is a société anonyme incorporated under the laws of France and has a share capital of Euro 214,799,030.
15. **Wear and tear** means the gradual deterioration associated with the use, age and mileage of the **vehicle**.
16. **You/your** means the policyholder named on the policy schedule.

What is Covered

This insurance is designed to pay for the financial shortfall between the amount **you** receive from the **motor insurance policy** in the event of **your vehicle** being a **total loss** following damage, fire or theft in the UK and the greater of the following:

- The amount **you** originally paid for the **vehicle** up to the **total claim limit** as shown in the policy schedule
- or
- The **outstanding balance** amount **you** require to settle **your finance agreement**.

Up to the **total claim limit** shown in the policy schedule excluding any amount financed above the **original purchase price** of **your vehicle**.

Subject to the conditions and exclusions set out in this policy, **you** are covered up to the **total claim limit** as shown on **your** policy schedule.

Policy Limits

Total Claim Limit

Please refer to **your** policy schedule for the **total claim limit** applicable to this policy.

This policy will end on payment of a valid claim.

Other Benefits

This insurance also includes the following benefits, subject to the General Conditions, Claims Conditions and What is Not Covered by this policy.

Motor Insurance Excess

This policy will contribute up to a maximum of £500 towards your Motor Insurers Excess (if deducted from your Insurer's total loss settlement).

Overseas Use

This policy covers overseas use during the **period of insurance**, subject to the General Conditions, Claims Conditions and What is Not Covered by this policy.

Transfer of Your Policy

If the **motor insurance policy** provides a replacement **vehicle** in the event of **total loss**, this policy will be transferred to **your** replacement **vehicle** for the remainder of the **period of insurance**. This is subject to **our** agreement and General Conditions.

If **your vehicle** is sold by **you** within the **period of insurance** **we** will transfer the cover under this policy for the remainder of the **period of insurance**. Please refer to the Transfer of Your Policy section.

In the event of **your** death, the remaining benefit of this policy may be transferred to **your** spouse or partner. Please refer to the Transfer of Your Policy section.

This is subject to **our** agreement and General Conditions.

What is Not Covered

The following are excluded from cover provided under this policy:

1. Any **total loss** where the fault or incidence leading to **total loss** occurred before the inception of this policy.
2. Any incidence of malicious damage or theft, which is not accompanied by a valid and substantiated crime reference number.
3. Any **total loss** where the **vehicle** is stolen by any person having access to the keys of the **vehicle** unless the keys are obtained using forcible and violent means.
4. Any **total loss** by accident 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.
5. Any **total loss** which is not subject to a claim payment under the damage, fire or theft sections of a **motor insurance policy**.
6. Any additional costs shown on the **vehicle** invoice for anything other than the purchase of **your vehicle**. This includes, but is not limited to, motor insurance, servicing and maintenance plans, paint protection, warranty, payment protection, road fund licence, recovery and accessories

other than manufacturer approved dealer or factory fitted accessories.

7. Any outstanding finance carried over from any previous finance agreement or any other costs added to the **finance agreement** for anything other than the purchase of **your vehicle**.
8. Any amount in respect of refinancing, or extending the finance on **your vehicle** after the inception of cover.
9. Any amount deducted by the **motor insurance policy** provider in respect of but not limited to salvage, excess over the figure stated in **your** policy schedule, **wear and tear** or any damage previously sustained to the **vehicle** in any incident not resulting in the **vehicle** being declared a **total loss**.
10. Any claim arising from a **total loss** where **you** have accepted a replacement **vehicle** under terms offered by the **motor insurance policy**.
11. Any costs incurred in excess of or outside of the liability under this insurance. It is **your** responsibility to meet any costs in excess of, or rejected as not being **our** liability.
12. Any costs resulting from using **your vehicle** for any use in the Excluded Vehicle Uses section.
13. Any costs arising from depreciation in the value of the **vehicle** other than as specified in the What is Covered section.
14. **You** are not covered for any other costs that are indirectly caused by the event which led to **your** claim, unless specifically stated as covered in this policy.
15. Any losses where the **vehicle** is found to be unfit for the purpose for which it was intended, is not as described or is not of satisfactory quality.
16. Any losses in respect of your original vehicle after the policy has been transferred to a replacement **vehicle**.
17. VAT where **you** are VAT registered.
18. Due to any misuse, act or omission which is wilful, unlawful or negligent on **your** part.
19. Any **total loss** incurred whilst **your vehicle** is outside of the United Kingdom for more than 60 days consecutively.
20. Where there is negative equity included within the finance settlement. Any negative equity will be deducted from the claim settlement figure.
21. Any outstanding finance carried over from any previous **finance agreement** or any other costs added to the **finance agreement** for anything other than the purchase of **your vehicle**.
22. Any claim or loss resulting in any way from:
 - a. war, invasion, acts of foreign enemies, hostilities (regardless of whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind;
 - b. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - c. due to any computer or other equipment, data processing service product, microchip, micro processor, integrated circuit, embedded chip or similar device,

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computer software program or process or any other electrical or electronic system directly or indirectly caused by computer viruses;

d. due to the failure or fear of failure or inability of any equipment or any computer program, whether or not **you** own it, to recognise or to interpret correctly or process any date as its true calendar date, or to continue to function correctly beyond that date.

23. Any **total loss** due to the failure or fear of failure or inability of any equipment or any computer program, whether or not **you** own it, to recognise or to interpret correctly or process any date as its true calendar date, or to continue to function correctly beyond that date.

24. Any replacement, loss, damage or liability that can be claimed from a more specific insurance.

25. Any costs for dealer fitted manufacturer approved accessories, warranty, paint protection, upholstery protection kits or road fund licence that are not included on the **vehicle** invoice.

26. **Wear and tear.**

Replacement Vehicle

We will not transfer cover to a replacement vehicle unless:

- A replacement **vehicle** has been provided by the **motor insurance policy** provider in the event of a **total loss**.
- The **vehicle** is sold by **you** whilst still within the **period of insurance**.

If there has been a claim or an incident likely to give rise to a claim then the cover will not be transferred.

In the event of **your** death the remaining benefit of this policy may be transferred to **your** spouse or partner.

Please refer to the Transfer of Your Policy section for full terms and conditions.

Excluded Vehicles

The following vehicles and uses are excluded from cover provided under this policy.

Vehicles:

- Not designed and manufactured to UK specifications.
- Modified from the manufacturer's specification.
- Which include any experimental equipment, whether or not supplied by the manufacturer.
- Owned temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a lease company or business formed for the purposes of selling or servicing motor vehicles.
- Designed to carry more than 8 people including the driver.
- Over 3500kg gross weight.
- Which are classified as nonpassenger cars, motor caravans, caravans, kit cars or replica cars.
- Specifically designed for primary sale in Northern, Southern and Central America.
- Powered by rotary engine, fuel cell, Liquid Petroleum Gas (LPG) or Compressed Natural Gas (CNG).
- With a market value of less than £2,500 at inception of this

policy.

- Over 10 Years old or have travelled more than 80,000 miles at the date of inception.

Excluded Vehicle Uses

Any **vehicle** used for competition, trial (other than treasure hunts), track days, rally, racing, pace making or off road use. Any **vehicle** used for hire or reward, transportation of goods, driving school, delivery courier and emergency or recovery services.

Claims Conditions and How to Make a Claim

You must comply with the following conditions and instructions to have the full protection of **your** policy. If **you** do not comply with them **we** may, at **our** option:

- Cancel the policy.
- Refuse to deal with **your** claim.
- Reduce the amount of the claim payment.

Offer of Settlement

Please do not accept an offer of settlement in respect of a total loss from the **motor insurance policy** until you have contacted the **claims office**. If **you** accept an offer of settlement from your **motor insurance policy** before contacting the **administrator**, we reserve the right to contact the **motor insurer** in your name to assess their offer and where necessary seek settlement in-line with the market value at the time your vehicle was declared a **total loss**.

Market value is based on the mid-point between the retail and trade valuations in the Glass's Guide for a vehicle of the same age, make, model, trim level, recorded mileage and overall condition. Glass's Guide is a motor trade publication recognised and used throughout the motor vehicle industry to value used vehicles.

Protect the Damaged Vehicle

You must take all reasonable steps to safeguard the **vehicle** in the event of damage occurring to **your vehicle**.

Malicious Damage and Theft

In the case of malicious damage or theft, **you** must report the incident to the police and advise the **claims office** of **your** valid crime reference number.

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** collusion.

Then **we**:

- will not pay the claim.

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- will not pay any other claim which has been made or will be made under the policy.
- will declare the policy void.
- will be entitled to recover from **you** the amount of any claim already paid under the policy.
- will not make any return of premium.
- may inform the police of the circumstances.

Transfer of Rights

We may at **our** option take any steps in **your** name against any person including, but not limited to the **motor insurance policy** provider to recover any money **we** pay in settlement of **your** claim. **You** must give **us** all assistance necessary. **We** may also at **our** option take over negotiations with the **motor insurance policy** provider in respect of **your total loss** claim.

Making a Claim

If a **total loss** occurs please help the **claims office** by reporting your claim according to the following procedure.

All claims must be made as soon as reasonable and in any case, no more than 30 days after it becomes apparent that **your vehicle** will be declared a **total loss** by the **motor insurance policy** provider.

Contact the Claims Office

You are required to contact the **claims office** so that the claims procedure can be fully explained to **you**.

The claim notification telephone number is 024 7652 7831. Calls are recorded and monitored.

Claims Authorisation

For claims authorisation, **you** must confirm:

- **Your** policy number and **vehicle** details.
- The exact mileage of **your vehicle** at the time of **total loss**.
- The cause of **total loss**.
- The outstanding **finance agreement** settlement figure.

A claim form will be sent to **you** for completion and return.

Payment

No benefit shall become payable under this policy until **we** have received proof to **our** satisfaction of:

- Payment of the claim for **total loss** under the **motor insurance policy** stating the insurance settlement figure.
- The market value as at the **date of loss**.
- Cause of **total loss**.
- Valid crime reference number in the case of malicious damage or theft.
- Evidence of the **outstanding balance**, remaining term, interest charges, and any reduction available for early redemption.
- The original invoice detailing the **original purchase price**.
- Any other evidence which may be reasonably required by **us**.

The **administrator** will not be held responsible for any costs incurred due to a delay in acquiring or submitting details.

If **you** are not the legal owner of the **vehicle we** will make the payment in the event of a claim to the legal owner.

If any part of **your** claim is declined **you** may request the reason in writing. Please contact the **claims office**.

Use of an Engineer

At notification of any claim, or following receipt of the estimate, the **claims office** reserves the right to Instruct an engineer to inspect **your vehicle** before authorising any claim.

When this right is exercised **we** shall have no liability for any loss incurred by **you** arising from any possible delay. Any decision on liability will be withheld until the engineer's report is received.

Salvage

We accept no liability for the disposal of **your vehicle** or any parts of it in any event.

Overseas Use

In the event of **total loss** outside of the United Kingdom, all terms, conditions and exclusions of this policy apply.

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.
- Refuse to deal with **your** claim.
- Reduce the amount of the claim payment.

1. Vehicle Checks

Between services **you** must ensure that the regular **vehicle** checks are carried out, as recommended by the manufacturer and stated in the servicing handbook, for example: fluid level checks.

2. Changes in Your Circumstances

You must notify **us**, as soon as possible, of any of the following changes to **your** circumstances, as these may affect this insurance: change of address, change of registration number, change of use or ownership of the **vehicle**. **We** will then advise **you** of any change in terms.

3. Vehicle Registration

Your vehicle must be permanently registered in the UK during the **period of insurance** and insured by a motor insurance **policy** issued by an insurer authorised in the UK during the **period of insurance**.

Transfer of Your Policy

Replacement Vehicle Following a Total Loss

In order for cover to be transferred to a replacement vehicle the following conditions apply:

- **Your vehicle** is subject to a **total loss** and the **motor insurance policy** provider has provided a replacement **vehicle** to **you** in settlement of **your** claim.
- **You** must provide evidence of **total loss**, the offer of **vehicle** replacement under the **motor insurance policy** and full details of the replacement **vehicle**.
- If there has been a claim or any incident likely to give rise to a claim then the cover will not be transferred

Replacement Following Sale of Your Vehicle

- **You** must provide full details of the replacement **vehicle**.
- If there has been a claim or any incident likely to give rise to a claim then the cover will not be transferred.

Please note:

In the event of **your** death, the remaining benefit of this policy may be transferred to **your** spouse or partner if they become the owner of the **vehicle** insured under this policy. Proof in the form of a death certificate and change of registered keeper will be required before any remaining benefit will be transferred. Under no other circumstances can this policy be transferred to another person.

No liability will be accepted for **your vehicle** after this policy has been transferred to a replacement vehicle. Any claim will be based upon the **original purchase price**, if no invoice is available for the replacement vehicle we will use Glass's Guide Retail Price of the replacement vehicle at the time of transfer, as its value and the amount **you** receive from the **motor insurance policy** in the event of **your** replacement vehicle being subject to a **total loss** during the remainder of the **period of insurance**.

Cancelling Your Policy

You may cancel this **policy** at any time, if **you** received this **policy** free of charge there will be no refund of premium.

Statutory Cancellation Rights

If **you** have paid a premium for the cover and **you** cancel within 30 days of the receipt of the policy documentation or the commencement date, whichever is later, **we** will make a full refund of the premium provided no claim has been made.

Where a claim has been made within the first 30 days then the value of the claim will be deducted from **your** refund. Should this reduce the balance to zero then no refund will be payable to **you**.

You should contact the **agent** to arrange the premium refund. The **agent** will refund **your** premium to **you** after authorisation from **us**. After receipt of **your** instructions no further claim payments will be made for any incident likely to result in a valid claim being made, whether notified to **us** or not at the time of **us** receiving **your** instructions.

Cancellation Outside the Statutory Period

If **you** pay for this policy monthly, and **you** cancel this policy after the first 30 days from receipt of the policy documents or the commencement date, whichever is later, **your** cover will continue until **your** next premium installment is due. At this point **your** cover will end, and no premium refund will be given.

If **you** have paid the full premium and **you** cancel this policy after the first 30 days of receipt of the policy documentation or the commencement date, whichever is later, and no claims have been made, **you** will be entitled to a pro rata refund for the complete unexpired months remaining of the policy after the deduction of **our** administration fee of £30 + VAT. If a claim has been made there will be no refund of premium.

We will calculate **your** refund from the date **we** receive **your** instruction to cancel.

You may cancel this policy by providing notice to the administration office in either of the following ways:

Address: Administration Office, Global Insurance Management Ltd, 7th Floor, Eaton House, 1 Eaton Road, Coventry, CV1 2FJ.

Telephone Number: 024 7699 7620

Email Address: cancellations@globalim.co.uk

After receipt of **your** instructions no further claim payments will be made for any incident likely to result in a valid claim being made, whether notified to **us** or not at the time of **us** receiving **your** instructions.

If **you** pay for this policy monthly, by direct debit, **we** reserve the right to cancel this policy immediately in the event that **you** or anyone acting for **you** have acted in a fraudulent manner. Please see the fraud condition in the Claims Conditions and How to Make a Claim section for full details of the action we may take.

If you have paid the full premium for this policy, **we** reserve the right to cancel the policy by providing 90 days prior written notice by registered post to **your** last known address. If **we** cancel **your** policy **we** will retain an amount of premium for the number of expired months cover and refund the balance calculated on the complete unexpired months to **you**, at **your** last known address.

Non-Payment of Premiums Paid Monthly

In the event **your** premium has remained unpaid for a period of 7 days after it is due, **we** reserve the right to cancel this policy on written notice by registered post.

Making a Complaint

We aim to provide the highest standard of service to every customer. If our service does not meet your expectations, we want to hear about it so we can try to put things right. All complaints we receive are taken seriously. The following will help us understand your concerns and give you a fair response.

Making Your Complaint

If **your** complaint relates to a claim on **your** policy, please contact:

Address: **Claims Office**, Global Insurance Management Limited, 7th Floor, Eaton House, 1 Eaton Road, Coventry CV1 2FJ.

Tel: 024 7652 7831

Email: gap@globalim.co.uk

If **your** complaint relates to **your** policy, please contact:

Address: **Customer Services**, Global Insurance Management Limited, 7th Floor, Eaton House, 1 Eaton Road, Coventry CV1 2FJ.

Tel: 024 7652 7812

Email: info@globalim.co.uk

When **you** make contact please provide the following information:

- **Your** name, address and postcode, telephone number and e-mail address (if **you** have one)
- **Your** policy and/or claim number, and the type of policy **you** hold.
- The reason for **your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints about general insurance products. **You** have six months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

If we cannot resolve **your** complaint **you** may refer it to the Financial Ombudsman Service at the address given below.

Address: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Tel: 0300 123 9123 or 0800 023 4567

Fax: 020 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Tel: 0800 023 4 567*

Tel: 0300 123 9 123**

* calls to this number are now free on mobile phones and landlines.

**calls to this number cost no more than calls to 01 or 02 numbers.

These numbers may not be available from outside the United Kingdom.

Our Promise to You

We will:

- Acknowledge all complaints promptly.
- Investigate quickly and thoroughly.
- Keep **you** informed of progress.
- Do everything possible to resolve **your** complaint.
- Use information from complaints to continuously improve **our** service.

Telephone calls may be recorded or monitored. Call costs may vary depending on **your** service provider.

General Data Protection Regulation

Details of **you**, **your** insurance cover under this policy and claims will be held by **us** (acting as data controllers) for underwriting, policy administration, claims handling, complaints handling sanction checking and fraud prevention, subject to the provisions of applicable data protection law.

We collect and process **your** details as necessary for performance of **our** contract with **you** or complying with **our** legal obligations, or otherwise in **our** legitimate interests in managing **our** business and providing **our** products and services.

These activities may include:

- use of personal information, in order to provide the services described in this policy, by using **our** services, **you** consent to **us** using such information for these purposes;
- disclosure of information about **you** and **your** insurance cover to companies within the AXA Group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, for fraud prevention, to

collect payments, and otherwise as required or permitted by applicable law;

- monitoring and/or recording of **your** telephone calls in relation to cover for the purposes of record-keeping, training and quality control;
- technical studies to analyse claims and premiums, adapt pricing, support subscription process and consolidate financial reporting (incl. regulatory) detailed analysis on claims/calls to better monitor providers and operations; analyses of customer satisfaction and construction of customer segments to better adapt products to market needs;
- sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

We carry out these activities within the UK and the European Economic Area as well as outside of the European Economic Area. The data protection laws and the agreements **we** have entered into with the receiving parties in relation to the processing of data outside of the European Economic Area provide a similar level of protection to the laws and agreements **we** have entered into with the European Economic Area.

By being provided with or purchasing this policy and using **our** services, **you** acknowledge that **we** may use **your** personal data, as described above. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** data privacy notice (see below). **We** will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). Marketing activities may include matching **your** data with information from public sources, for example government records of when **your** MOT is due, in order to send **you** relevant communications. **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

You are entitled on request to a copy of the information **we** hold about **you**, and **you** have other rights in relation to how **we** use your data. Please let **us** know if **you** think any information **we** hold about **you** is inaccurate, so that **we** can correct it.

If **you** want to know what information is held about **you** by Global Insurance Management Limited, or have other requests or concerns relating to **our** use of **your** data, please write to **us** at:

Data Protection Officer, Global Insurance Management Limited, Eaton House, 1 Eaton Road, Coventry, CV1 2FJ

Email: DPO@globalim.co.uk

Our full privacy notice is available at:

www.globalim.co.uk/privacy

Alternatively, a hard copy is available from **us** on request.

Transfer of Your Policy Form

Contract Hire Financial Shortfall GAP Insurance

In the event your motor insurance policy insurer replaces your vehicle under the terms and conditions of their policy for a vehicle that is like for like, there will be no transfer fee.

In the event of your death, the remaining benefit of this policy may be transferred to your spouse or partner if they become the owner of the vehicle insured under this policy, and the contract hire company has agreed to transfer the agreement to them unchanged. Proof in the form of a death certificate, change of registered keeper and confirmation from your contract hire company showing the contract being transferred, will be required before any remaining benefit will be transferred. Under no other circumstances can this policy be transferred to another person.

All You Need To Do

Fill in the details as set out below and return this Transfer of Your Policy Form within 30 days of replacing the vehicle along with written confirmation from your contract hire agreement provider to transfer to:

Global Insurance Management Limited, 7th Floor, Eaton House, 1 Eaton Road, Coventry, CV1 2FJ.

You will be sent a replacement policy schedule detailing your new vehicle which should be read and kept with your policy. Please contact the administrator's Customer Services Department should you require any information on 024 7652 7831

Policy Number:	Vehicle registration Number:
Name:	
Address:	
Address:	
Date of registration of the replacement vehicle:	Replacement vehicle registration number:
Purchase price of replacement vehicle: £	Mileage of replacement Vehicle:
Is this transfer request:	
For a vehicle replaced by the vehicle insurance policy following a total loss claim?	YES/NO
or	
For a vehicle you have sold and replaced with a new vehicle?	YES/NO

Please provide documentary confirmation from the vehicle insurance policy provider confirming the vehicle has been replaced under their cover.

Documentary confirmation can be in the form of a letter or faxed header from the relevant party replacing the vehicle confirming the original registration and the new vehicle details. A copy of the sales invoice for the replacement vehicle needs to be forwarded with this Replacement Vehicle Form.

If the vehicle has been financed AXA France IARD S.A. will not be liable for any increase in finance owing due to an upgrade in vehicle.

Your signature

Date