

Ultimate Protection Combined RTI / GAP Insurance

This policy describes the insurance cover **You** have chosen and the benefit payable. The policy provides monthly cover, and in the event of the **Vehicle** being a **Total Loss**, pays the difference between **Your Vehicle Insurance Settlement** and the higher of **Your Early Settlement Amount** or invoice price you originally paid for the **Vehicle** at the date of **Total Loss**. The payment of any benefit is subject to the terms and conditions as set out in **Your** policy.

Your policy has been arranged by Mechanical Breakdown & General Insurance Services Ltd (MB&G) & underwritten by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

Mechanical Breakdown & General Insurance Limited are authorised and regulated by the Financial Conduct Authority (FCA) R.N. 306978. Registered office: Cobalt Business Exchange, Cobalt Park Way, Newcastle Upon Tyne, NE28 9NZ

UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority (FCA) R.N. 310101.

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority R.N 202715. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

Great Lakes Reinsurance (UK) SE is covered by the independent Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they 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 arrangements from the FSCS or visit www.fscs.org.uk

Definitions

The following words will have the following meanings when they appear in bold print in this document:

Date of Total Loss:

The date of the theft, fire or accident that gives rise to **Your** claim for the **Total Loss** of the **Vehicle**;

Duration of Cover

In the case of a **Vehicle** covered for its **Market Value** the policy can be renewed by **You** for a maximum of 36 months from the date of your **Policy Start Date** as set out on **Your Policy Schedule**. Where **Your Vehicle** is subject to a Finance agreement this policy can be renewed by **You** for a maximum of 60 months from the **Start Date** as set out on **Your Policy Schedule**.

Early Settlement Amount

The amount required to settle the **Finance Agreement** at **Date of Total Loss** 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 relating specifically to the **Vehicle**;

End Date

The earlier of the following dates:

- The date on which **You** fail to pay **Your** monthly premium when it falls due
- The date on which This Insurance is cancelled by either party
- The end of the **Duration of Cover**

Finance Agreement

The credit agreement between **You** and the **Finance Company** relating to the **Vehicle**;

Finance Company

An authorised UK **Finance Company** with which **You** have entered into the **Finance Agreement**;

Invoice Price

The purchase price paid for the **Vehicle** including delivery and factory fitted options for a new **Vehicle**, but excluding dealer fitted options, any insurance premiums, new **Vehicle** registration fees, road tax, number plates, warranty costs, fuel, paintwork protection applications, other extras and any amount relating to finance for any other **Vehicle** which may be consolidated onto the **Finance Agreement** in any way. The **Invoice Price** is subject to a maximum of the **Market Value** of the **Vehicle** on the date of purchase if:

- The **Vehicle** is not subject to a **Finance Agreement**; or
- The **Vehicle** is subject to a **Finance Agreement** other than a hire purchase agreement;

Market Value

The retail value of the **Vehicle** shown in the current Glass's Guide publication and where there is no finance on the **Vehicle** will include an allowance of up to 20% greater than the Glass's Guide retail value.

Vehicle Insurer

The authorised UK vehicle insurance company that issued a policy of **Vehicle Insurance** to **You**;

Period of Insurance

One calendar month commencing on the Start Date and as renewed by **You**;

Premium

The monthly **Premium** that **You** have agreed to pay **Us** in respect of insurance cover under this policy. Each payment of Premium by **You** entitles you to one calendar month of Insurance Cover;

Policy Schedule

The schedule provided to **You** detailing **Your** insurance cover;

Start Date

The date shown on **Your Policy Schedule** as the date this insurance cover commences;

Total Loss

The **Total Loss** of the **Vehicle** as a result of fire, theft, or material damage beyond economic repair resulting in a **Vehicle Insurance Settlement**;

Vehicle

The Vehicle, motorhome or tourer:

- i. purchased by **You** with monies advanced under the **Finance Agreement** or **Your** own monies; or
- ii. hired to **You** with an option for **You** to purchase it;

Vehicle Insurance

A fully comprehensive **Vehicle Insurance** policy. The **Vehicle Insurance** must be issued by an authorised UK **Vehicle Insurer** and maintained in **Your** name throughout the period of insurance;

Vehicle Insurance Settlement

The money that **You** receive under the **Vehicle Insurance** following a claim for the **Total Loss** of the **Vehicle**;

We, Us, Our

UK General Insurance Ltd on behalf of: Great Lakes Reinsurance (UK) SE, and any third party administrator acting on their behalf;

You, Your

Either:

- a. A private individual or a sole trader who is eligible for cover under Section 2.(i) below and whose name appears as the insured on the **Policy Schedule**; or
- b. A partnership, which in the name of at least one partner, appears as the insured providing the partner fulfils Section 2. (i) (a) and the partnership fulfils Section 2. (ii) and whose name appears as the insured on the **Policy Schedule**; or
- c. A limited company or other legal entity which is eligible for cover under Section 2. (ii) below and whose name appears as the insured on the **Policy Schedule**.

2. Eligibility

- i. An individual or sole trader will be eligible for this insurance cover if he or she:
 - a. is at least 18 years of age;
 - b. is resident in the United Kingdom, the Channel Islands or the Isle of Man on the **Start Date** and remains so throughout the period of insurance;
 - c. has purchased the **Vehicle** from a registered dealer within the last 12 months with either their own monies or, if relevant, with monies advanced under a **Finance Agreement**;
 - d. has applied for this insurance cover in the form approved by Us;
 - e. has paid the **Premium** and agreed to comply with the terms and conditions of this policy; and
 - f. has **Vehicle Insurance** in place for the **Vehicle**.
- ii. A partnership, limited company or other legal entity will be eligible for this insurance cover if:
 - a. it is 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**;
 - b. it has purchased the **Vehicle** with either their own monies or, if relevant, with monies advanced under a **Finance Agreement**;
 - c. it has applied for this insurance cover in the form approved by Us;
 - d. it has paid the **Premium** and agreed to comply with the terms and conditions of this policy; and
 - e. it has **Vehicle Insurance** in place for the **Vehicle**.

3. Payment of Premium

- i. You must pay the **Premium** within 28 days of the **Start Date**.
- ii. When **You** pay the **Premium**, subject to Section 6 below, **You** will be covered for the Period of Insurance;

4. What is Covered

- i. In the event of the **Total Loss** of the **Vehicle** occurring after the **Start Date** and before the **End Date**, **We** will pay an amount equal to the difference between:
 - a. **The Invoice Price** (or the **Early Settlement Amount** – only if the **Vehicle** is subject to a **Finance Agreement** and the **Early Settlement Amount** is greater than the **Invoice Price**); and
 - b. the value of the **Vehicle** at the date of **Total Loss** which will be the greater of:
 1. the **Vehicle Insurance Settlement**; or
 2. the **Market Value**;less the deductions listed in (iv) and (v) below.
- ii. The benefit under Section 4. (i) 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**.
- iii. The benefit under Section 4. (i) are subject to a maximum of £25,000 where the **Vehicle Invoice Price** is £50,000 or under, or £10,000 where the **Invoice Price** is £25,000 or under.
- iv. **We** will deduct from the benefit payment:
 - a. Any excess deducted under **Your Motor Insurance Policy** above £250;
 - b. The salvage value of the **Vehicle** where **You** are not required to transfer ownership of the **Vehicle** to the **Vehicle Insurer**;
 - c. Any premium owing to the **Vehicle Insurer** for the **Vehicle Insurance**;
 - d. Where the **Vehicle Insurer** reduces the **Vehicle Insurance Settlement** the same percentage or amount as deducted by the **Vehicle Insurer**;
 - e. Any **Premium**, or a part of any **Premium** that has not been paid to **Us**; and

- f. The VAT content of any claim if **You** are VAT registered.
- v. If the **Vehicle** is subject to a **Finance Agreement** and the **Early Settlement Amount** greater than the **Invoice Price**, We will deduct from the benefit payment any amount included in the **Early Settlement Amount** relating to:
 - a. Any arrears, and any interest payable on those arrears, under the terms of the **Finance Agreement**;
 - b. Any amount due under the **Finance Agreement** not relating directly to the **Market Value** of the **Vehicle** at the time of purchase. (This policy only covers the part of the **Finance Agreement** relating to the **Vehicle** itself, all other elements of the **Finance Agreement** and its related interest charges are excluded.)
 - c. any amount due under the **Finance Agreement** relating to dealer fitted options, insurance or warranty, and any interest payable thereon.
- vi. 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** in lieu of the replacement **Vehicle**.
- vii. **We** reserve the right to calculate any rebate for early repayment of the outstanding **Finance Agreement** provided.

5. When you will not be Covered

- i. 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 subject to a lease agreement or is used for hire or reward of whatsoever nature, or as a taxi;
 - c. It is a scooter, motorcycle, non-UK specification vehicle or not built for principal sale in the UK or classed as a grey import, kit car, bus, coach, commercial vehicle 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
 - f. It is stolen by any person who has access to the **Vehicle's** keys.
- ii. The benefit will not be paid if the **Total Loss**:
 - a. Is caused when the **Vehicle** is driven, with **Your** general consent, by someone who does not hold a valid driving licence or is in breach of the conditions of that driving licence;
 - b. Results from **You**, or any other person with **Your** general consent driving the **Vehicle**, when intoxicated or under the influence of drugs and/or alcohol;
 - 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 30 days a year outside the United Kingdom, the Channel Islands or the Isle of Man in 12 months immediately preceding the **Total Loss**; or
 - d. Results from civil commotion, terrorism, riot or insurrection, war or any act incidental to war (whether declared or not).
- iii. The benefit will not be paid if:
 - a. **You** do not have **Vehicle Insurance** in place from the **Start Date** until the date of **Total Loss**;
 - b. **Your Vehicle Insurance** claim is declined and **You** have not received the **Vehicle Insurance Settlement**;
 - c. The loss is covered by any other insurance or warranty; or
 - d. If the **Vehicle** is owned by a garage, vehicle trader or any other associated vehicle trade company. (iv) The cover also excludes any loss of use of the **Vehicle** and any consequential loss.
- iv. Any element of the original purchase cost that exceeds 100% of **Market Value** at the time of purchase.

6. When will the cover End

The **End Date** will be the earliest of:

- i. The date of expiry of the **Period of Insurance**;
- ii. Where the **Finance Company** is the owner of the **Vehicle**, the date on which the **Vehicle** is repossessed by the **Finance Company**;
- iii. The date on which benefit is paid under this insurance cover;
- iv. The date on which **We** advise **You** that **Your** insurance cover is terminated under Section 8;
- v. The date on which **You** do not pay the **Premium** when it is due, or **You** cancel any payment previously made; or
- vi. The date the **Vehicle** is sold by **You** to another party. This policy is non-renewable.

7. Cancelling your Policy

We hope **You** are happy with the cover this policy provides. However, if after reading **Your** policy, this insurance does not meet with **Your** requirements, please return it to Mechanical Breakdown & General Insurance Services within 14 days who will then refund **Your Premium**.

Mechanical Breakdown & General Insurance Services
Cobalt Business Exchange, Cobalt Park Way,
Newcastle Upon Tyne, NE28 9NZ

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the Insured at the Insured's last known address. Provided the **Premium** has been paid in full the Insured shall be entitled to a proportionate rebate of **Premium** in respect of the unexpired period showing on the insurance.

Should **Your Vehicle** be declared a **Total Loss** by **Your Motor Insurer** and **You** accept a replacement vehicle from **Your Motor Insurer** **You** may apply to transfer the balance of **Your** policy to **Your** new vehicle subject to the terms and conditions of **Your** policy.

8. Our Right of Recovery

If any benefit is paid which is found to have been made as a direct or indirect result of **You** providing false or fraudulent information, recklessness or negligence then all payments shall be forfeited and **We** reserve the right to demand that any sum paid by **Us** is repaid by **You** and/or take the appropriate legal action against **You**.

9. Claims Procedure

In the event of a possible claim under this policy please follow the claims procedure set out below with written notice of the facts on which the claim is based, to be provided to the Administrator within 30 days of the date of the loss. If such notice should not be given within such period or any extension agreed by the Insurer, no payment under this policy will be granted.

- i. If **You** wish to make a claim under this insurance cover, please:
 - a. Contact **Our** administrator, MB&G Insurance Services, on 0191 258 8154
 - b. Supply all information and assistance that **We** may require in establishing the amount of any payment, under this insurance, including original documentation. Please note that it is a condition of this insurance cover that **You** do not accept a settlement offer from **Your Vehicle Insurer** without first contacting MB&G Insurance Services on 0191 258 8154

- ii. If **You** accept a settlement figure from **Your Vehicle Insurer**, which is less than the current **Market Value** of the **Vehicle**, We will calculate the loss using the current **Market Value** of the **Vehicle** according to Glass's Guide retail value.
- iii. **We** will be unable to process **Your** claim if **We** do not receive:
 - a. A copy of **Your Vehicle Insurance schedule**;
 - b. The **Vehicle Insurer's** written confirmation that the **Vehicle Insurance Settlement** has been paid following **Your** claim for **Total Loss** and the terms on which the **Vehicle Insurance Settlement** was made;
 - c. The original sales invoice relating to the **Vehicle**; and
 - d. Where the **Vehicle** is subject to a **Finance Agreement**:
- iv. A copy of the **Finance Agreement**; and
- v. Written confirmation from the **Finance Company** of the Early Settlement Amount and the terms on
- vi. Which it has been calculated.
- vii. **We** may at any time request **You** to provide **Us** with proof, which is reasonably satisfactory to **Us**, of the validity of the claim for benefit.
- viii. If **We** do not receive such proof **We** will not pay the benefit.
- ix. UK General Insurance Ltd is an insurer's agent and in the matters of a claim act on behalf of the insurer.

10. Conditions

- i. This policy, together with any written statement or other information made or supplied by **You** relating to insurability, shall constitute the entire contract between **Us**. The provisions of the contract are, where their nature permits, conditions precedent to **Our** liability.
- ii. **You** cannot assign or change the policy in any manner whatsoever.
- iii. When **Your** cover under this policy ends it will not have a cash or surrender value.
- iv. This policy shall be governed by and construed in accordance with the Law of England and Wales unless the certificate holder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland, in which case the Law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.
- v. To improve the quality of **Our** service, **We** will be monitoring and recording all telephone calls made to **Our** administrator, MB&G Insurance Services Limited.
- vi. Insurers share information with each other to prevent fraudulent claims via a register of claims. A list of participants is available on request. In the event of a claim, any information **You** have supplied relevant to this insurance cover and on a claim form, together with other information relating to the claim, will be provided to the Register.

11. Exclusions

This Insurance does not Cover:

1. **Intentional Acts**
An Insured Event occurring as a result of
 - i. Intentional act or wilful neglect or
 - ii. Intentional or reckless overloading of, or the imposition of any abnormal conditions on, the Equipment.
2. **Sonic Boom**
Damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds.
3. **Consequential Loss**
Any consequential loss or damage arising from the Insured Event or from any cause whatsoever. Consequential loss shall include, but not be limited to, any financial loss or the cost of business interruption arising from the loss of use of the Equipment, or the loss of information contained in or stored on the Equipment, any time and cost involved in reinstating such information and any liability to any third party for delay or non performance of any contract with the third party. Consequential loss shall also include loss of use of any item of Equipment (not itself subject to an Insured Event) due to its incompatibility with any item of Equipment repaired or replaced pursuant to this policy.
4. **Guarantees**
Any amount that is recoverable upon the occurrence of an Insured Event at no expense to **Your** customer under any guarantee, warranty, maintenance, and rental hire or lease agreement.
5. **War**
Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
6. **Terrorism**
Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. We will, however, cover any loss or damage (but not related cost or expense, caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.
7. **Radiation**
Any direct or indirect consequence of:
 8. Irradiation, or contamination by nuclear material; or
 9. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 10. Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
11. **Electronic Data**
Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

12. Complaints Procedure

We always aim to provide a first class standard of service, however, if **You** have any cause for complaint, **You** should in the first instance address **Your** enquiry to the administrator, MB&G Insurance Services 0191 259 0647.

If **You** are not satisfied with the manner in which **Your** complaint has been dealt with then **You** should write to **Us** making sure that **You** quote **Your** policy number and Vehicle registration number at:

The Customer Relations Manager
UK General Insurance Ltd
Cast House, Old Mill Business Park,
Gibraltar Island Road,
Leeds LS10 1RJ.
T: 0345 218 2685
E: customerrelations@ukgeneral.co.uk

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, Harbour Exchange Square
London E14 9SR

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference **MBG**

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

Governing Law

Unless some other law is agreed in writing, this **Policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions **We** may ask as part of **Your** application for cover under this policy. **You** must make sure that all information supplied as part of **Your** application for cover is true and correct and tell **Us** of any changes to the answers **You** have given as soon as possible. Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is in valid and that it does not operate in the event of a claim.

Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the unlikely event that Great Lakes Reinsurance (UK) SE cannot meet its financial responsibilities. The FSCS will meet 90% of **Your** claim, without any upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS at www.fscs.org.uk

Data Protection Act 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.