

Policy reference: WD170727/0000000

Cover: Specimen policy only

Vehicle:

Issue date:



1

IMPORTANT - Your GAP Cover Insurance Documents



GAP Cover Insurance
Policy Document

Policy reference: WD170727/0000000

Cover: Specimen policy only

Vehicle:

Issue date:

Warranty Direct
Floor 4
Fountain House
2 Queens Walk
Reading
RG1 7QF

09 April 2018

Congratulations and thank you for buying GAP Cover Insurance from Warranty Direct. This booklet contains your policy schedule, the policy summary and the full policy terms and conditions, and explains exactly what is covered by your policy and how to make a claim.

Please note that the policy summary highlights the main benefits, exclusions and conditions of the cover, including the requirement that your car is continually insured under a comprehensive motor insurance policy. The policy summary does not contain the full terms and conditions of the contract and you should ensure you read the full policy terms and conditions carefully.

Thank you for protecting your vehicle with Warranty Direct. If you require any help, please feel free to contact us.

Administration: 0800 731 7001

Fax: 0330 123 3505

Email: info@warrantydirect.co.uk

Web: www.warrantydirect.co.uk

Contents



Policy Booklet

Schedule of cover	5
Policy Summary	6
Introduction	9
Definitions	11
Eligibility	13
What is covered	14
What is not covered	16
How to make a claim	18
When your cover ends	20
Cancellation	21
Premium / Variation & Waiver / Fraud	22
General conditions	23
Complaints	24
Data protection	25
Initial disclosure document	26

Schedule of cover

Policy holder:

Policy reference: WD170727/0000000

Cover: Specimen policy only

Your vehicle details:

Make:

Model:

Registration:

Manufacture year:

CC:

Mileage at start:

Please check that all of the above details are correct as these are critical in the event of a claim. If they are not please contact us immediately.

Cover:

Cover: **Specimen policy only**

Claims Limit: £

Start Date:

End Date:

Premium:

Premium including Insurance Premium Tax:

Payment Received:

Insurers:

Your policy is 100% insured by LAMP Insurance Company Limited

www.warrantydirect.co.uk

0800 731 7001



Policy summary

keyfacts

This is a Key Facts document about Warranty Direct GAP Insurance; it is a policy summary and does not contain the full terms and conditions of the contract. Full terms and conditions can be found in the policy document. It is important that you read

the full policy document carefully if you decide to buy the policy.

Who is the insurer?

The insurer of this policy is LAMP Insurance Company Limited, Suite 822, Europort, PO Box 708, Gibraltar, company registration number 93562. LAMP Insurance Company Limited is licensed by the Chief Executive of the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Act to carry on insurance business. This policy is administered by Warranty Direct, Floor 4, Fountain House, 2 Queens Walk, Reading, RG1 7QF, company number 3233010. Warranty Direct is authorised and regulated by the Financial Conduct Authority.

Type of Insurance and Cover Provided

If, during the period of insurance, the insured vehicle is subject to a total loss claim and is written off by your comprehensive motor insurer, subject to terms and conditions of this policy, we will pay you the difference between:

RTV - the motor insurance settlement paid by the motor insurer and the insured value at the start date.

RTI - the motor insurance settlement and the net invoice price originally paid for the insured vehicle.

VRI - the motor insurance settlement and the current replacement price of a vehicle matching the make, model, age, mileage, specification and overall condition of the insured vehicle at the start date.

Eligibility

An individual or sole trader will be eligible for this insurance cover if he or she:

- is at least 18 years of age at the start date; and
- is resident in the United Kingdom at the start date; and
- is the registered keeper of the insured vehicle or is the spouse or civil partner of the registered keeper of the insured vehicle and who has financial interest in the insured vehicle; and
- holds a valid, current driving licence; and

- has a comprehensive motor insurance policy in place covering the insured vehicle for the lifetime of this policy; and
- is the policyholder or a named driver on the comprehensive motor insurance policy; and
- in the case of a sole trader, is not a business formed for the purposes of selling or servicing motor vehicles; and
- has paid the premium and agreed to comply with the terms and conditions of this policy.

A partnership, limited company or other legal entity will be eligible for this insurance cover if it:

- is permanently situated, and in the case of a limited company, registered in the United Kingdom; and
- has purchased the insured vehicle with their own monies or is purchasing the insured vehicle under a hire purchase or personal contract purchase finance agreement; and
- is the registered keeper of the insured vehicle; and
- has a comprehensive motor insurance policy in place covering the insured vehicle for the lifetime of this policy; and
- is the policyholder or a named driver, or (if a partnership) at least one partner is the policyholder or a named driver, on the motor insurance policy; and
- is not a business formed for the purposes of selling or servicing motor vehicles; and
- has paid the premium and agreed to comply with the terms and conditions of this policy.

Important notice

You must make sure that the insured vehicle is insured for the correct market value with your motor insurer at the start date of this cover. In the event of a claim, you should NOT accept any settlement offer made by your motor insurer until you have contacted the administrator's claims department, and we have given our consent to such offer being accepted; we may offer to seek an increased motor insurance settlement offer on your behalf.

If you do accept the motor insurer's offer without our consent, we will deduct from any benefit payment an amount equal to the difference between the motor insurer's offer and the market value as set out in "What is covered" section (viii) (B) of the policy document.

'Market value' means the retail market value based on that listed in the current Glass's Guide (published by Glass's Information Services Limited) for purchasing or replacing the insured vehicle with one of the same make, model, trim level, recorded mileage and being of a similar condition. Glass's Guide is a motor trade publication used for assessing vehicle values.

Policy summary (continued)

Eligible vehicle - a vehicle can only be considered as the **insured vehicle** under this policy if it:

- is less than:
 - a. for return to value policies 10 years old
 - b. for return to invoice policies 10 years old
 - c. for vehicle replacement policies 3 months oldat the **start date**, notwithstanding any limits on the level of cover **you** have selected;
- has covered less than:
 - a. for return to value policies 120,000 miles
 - b. for return to invoice policies 120,000 miles
 - c. for vehicle replacement policies 1,000 milesat the **start date**, notwithstanding any limits on the level of cover **you** have selected;
- Has a recorded value of less than:
 - a. for return to value policies £125,000
 - b. for return to invoice policies £125,000
 - c. for vehicle replacement policies £125,000at the **start date**, notwithstanding any limits on the level of cover **you** have selected;
- is a car, light commercial vehicle (LCV) or motorhome weighing less than 3,500kg gross vehicle weight (GVW). Cover cannot be provided for scooters, motorcycles, buses, coaches, LCVs or motorhomes greater than 3,500kg GVW, trucks, heavy goods vehicles (HGVs), taxis, vehicles used for hire or reward, racing, pacemaking, speed testing, reliability trials, rallying, or in any other competitive event, vehicles of the following types: emergency vehicles, driving school vehicles, mobility vehicles, electric vehicles, and vehicles of the following make/model: Alfa Romeo 8C Competizione, Aston Martin, Audi R8, Bentley, Bristol, Bugatti, BMW Alpina models, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Hummer, Honda NSX models, Lamborghini, Lotus, Maserati, Maybach, Marcos, Morgan, Nissan GT-R, Noble, Rolls Royce.
- is a United Kingdom specification vehicle, built for principal sale in the United Kingdom and is not classed as a **grey import**.
- is not owned (temporarily or otherwise) by a business formed for the purposes of selling or servicing motor vehicles; and
- has not, at any time, previously been declared a total loss or write off (of any category A, B, C, D, S or N).

For full details of the eligibility requirements, please refer to the "Eligibility" section of the policy document.

Significant Features and Benefits

If the **insured vehicle** is written off due to an accident, fire or theft, subject to terms and conditions of this policy, RTV/RTI/VRTI GAP cover insurance will pay:

- the **motor insurer's** excess up to £500;
- up to a maximum benefit of £50,000, dependant on the level of cover purchased;
- for RTI and RTV GAP policies, **you** are covered for factory and dealer fitted optional extras and/ or accessories up to a maximum of £1,500.

For full details of what is covered please refer to the "What is covered" section of the policy document.

Significant Exclusions and Limitations

There are some situations that **you** are not covered for. The most significant exclusions and limitations of the policy are set out below but there may be other exclusions and limitations that are significant to **you**, so **you** need to check the policy document in full.

The benefit will not be paid for a **total loss** of the **insured vehicle** if it:

- is used for pacemaking, speed testing, or other competitive events or for hire & reward;
- is written-off while **you**, or a person with **your** consent to drive the vehicle, is under the influence of alcohol or drugs;
- is written off outside of the United Kingdom, the Isle of Man, the Channel Islands or the European Union;
- is modified other than in accordance with the manufacturer's specifications; and
- was not deemed a **total loss** by **your motor insurer**.
- has, at any time, previously been declared a total loss or write off (of any category A, B, C, D, S or N).

Limits of cover

Benefit will not be payable in respect of:

- any excess above £500;
- any amount deducted by the comprehensive **motor insurer** i.e. salvage value, contributory negligence, delivery charges, fuel, paintwork, upholstery protection kits, cherished number plate transfers, insurance premiums, subscription charges or any other administration fees included on the invoice; and
- any **negative equity** carried over from a previous loan or finance agreement on a vehicle;
- we will not pay any other charges levied by a **finance company** in relation to the settlement of a finance or PCP finance agreement.

For full details of what is not covered please refer to the "What is not covered" section of the policy document.



Policy summary (continued)

How to claim

If you need to make a claim please telephone Warranty Direct's claims department on 0330 123 3960.

For full details of how to make a claim, please refer to the "How to make a claim" section of the policy document.

Duration of insurance

Your cover can last for up to four years (depending upon the period of insurance you have elected to take and also subject to earlier termination or your 14 day right to cancel). Your schedule of cover will detail the period of insurance you have selected, and for further details please see the section 'When your cover ends' in the policy document. All cover will cease upon a claim being paid.

Your right to cancel

If, having purchased a GAP insurance policy from us, you decide that you do not want the policy or it does not suit your needs, simply contact the administrator within 14 days of receipt of your policy document and, subject to there not having been a claim, we will cancel all cover. We will give a full refund of any premium you have already paid within this period.

If you decide to cancel after this period, a refund will be provided subject to the length of time on cover and a £50 cancellation fee (see "Your right to cancel" within the "Cancellation" section of the policy document).

Our right to cancel

In exceptional circumstances (for example, but not limited to, where you fail to pay premiums or where you are guilty of material misrepresentation whilst applying for this policy) we may cancel this policy by writing to you at your last known address advising that all cover will end. For more details, please see "Our right to cancel" within the "Cancellation" section of the policy document.

Premiums

You will pay the premium and, subject to the terms and conditions of the policy, be covered for a maximum period of 12, 24, 36 or 48 months from the start date as shown in your schedule of cover.

You must pay the premium when due for this policy to remain valid.

No benefit shall be payable under this policy until and unless we have received full payment of the appropriate premium in respect of this policy. If, upon a claim being lodged, we have not yet received 100% of the premium from you, we shall deduct the remaining outstanding premium from any benefit paid to you under this policy.

Variation & Waiver

We may vary or waive your terms and conditions to:

- improve your cover;
- comply with any applicable laws or regulations;
- correct any typographical or formatting errors that may occur.

You will be given at least 30 days' written notice to your last known address of any alteration to the terms and conditions of cover under this policy unless the change is due to legislative or regulatory requirements. If your cover is changed due to legislative or regulatory changes which are outside our control, then we may not be able to give you 30 days' notice.

If we vary or waive your terms and conditions and you do not wish to continue your cover you can cancel as set out in the "Cancellation - Your right to cancel" section of the policy document.

Complaints Procedure

Should you have any cause for complaint about any of this policy or the services you have received under it, please get in touch so that it can be investigated and things put right. In the first instance please contact the administrator at Warranty Direct, Customer Relations Department, Floor 4, Fountain House, 2 Queens Walk, Reading, RG1 7QF.

Alternatively, call 0330 123 3968 or email complaints@warrantydirect.co.uk

If you remain dissatisfied upon receiving the final decision, or if you have not received a final decision within eight weeks, you may be able to refer your case, free of charge, to the Financial Ombudsman Service.

Compensation

We are a member of the UK Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our financial obligations. Full details about the compensation scheme arrangements are available from the FSCS at www.fscs.org.uk or on 0207 892 7300.

Introduction

There are 3 types of Guaranteed Asset Protection (GAP) cover in this policy booklet which are:

- Return to Value (RTV)
- Return to Invoice (RTI)
- Vehicle Replacement Insurance (VRI)

The type of cover **you** have selected is shown on **your schedule of cover**.

If, during the **period of insurance**, the **insured vehicle** is subject to a **total loss** claim and is written off by **your comprehensive motor insurer**, subject to the terms and conditions of this policy, **we** will pay **you** the difference between:

RTV: the **motor insurance settlement** paid by **your motor insurer** and the **insured value** at the **start date**.

RTI: the **motor insurance settlement** and the **net invoice price** originally paid for the **insured vehicle**.

VRI: the **motor insurance settlement** and the

current replacement price of a vehicle matching the make, model, age, mileage, specification and overall condition of the **insured vehicle** at the **start date**.

Your schedule of cover sets out the details about **you**, the **insured vehicle**, the **period of insurance**, the **claim limit** and the type of cover that **you** have selected in **your application** for cover under this policy.

Understanding your policy

Please read this policy and **schedule of cover** carefully so **you** know what cover is provided, what is excluded, what **you** need to do to keep this policy valid, and what **you** should do if **you** need to claim. Failure to comply with the policy terms and conditions may affect the payment of any claim and may lead to the policy becoming void. Please ensure **you** keep this policy and **schedule of cover** in a safe place so **you** can read it again if **you** need to.

Please check that the information contained in the **schedule of cover** is correct, that the policy meets **your** requirements and the **insured vehicle** is covered for the correct value under **your motor insurance policy**.

This policy uses words and phrases that have specific meanings. **You** will find these explained in the "Definitions" section. Defined words are shown in "**bold**" wherever they appear in this policy.

Introduction (continued)



Contact Details

If **you** need to call or write to **us**, **you** should use the relevant contact details of our **administrator** as set out below:

For general enquiries, amendments and cancellations:

Customer Services Department
Telephone: 0800 731 7001

For claims:

GAP Claims Department
Telephone: 0330 123 3960

Lines are open Monday to Friday, 8.30am to 6pm. All calls are recorded for training, compliance and claims purposes.

To make a complaint:

Customer Relations Department
Telephone: 0330 123 3968
Email: complaints@warrantydirect.co.uk

Lines are open Monday to Friday, 8.30am to 5.30pm. All calls are recorded for training, compliance and claims purposes.

Address:

Warranty Direct
Floor 4
Fountain House
2 Queens Walk
Reading
RG1 7QF

Warranty Direct is authorised and regulated by the Financial Conduct Authority, FRN 309075.

Important notice

You must make sure that **the insured vehicle** is **insured** for the correct **market value** with **your motor insurer** at the **start date** of this cover. Before submitting any claim under this policy please read all sections of this policy document carefully and pay special attention to the "What is covered", "What is not covered" and "How to make a claim" sections.

You should **NOT** accept any settlement offer made by **your motor insurer** until **you** have contacted the **administrator's** claims department, and have their consent to accept such an offer as **we** may wish to seek an increased **motor insurance settlement** offer on **your** behalf. If **you** do accept the **motor insurer's** offer without consent, **we** will deduct from any benefit payment to you an amount equal to the difference between the **motor insurer's** offer and the **market value** as set out in the "What is covered" section (viii) (b).

Definitions

These words will always have the following meanings when they appear in **bold** print in this policy:

“administrator” means Warranty Direct, which is a brand name of BNP Paribas Cardif Limited, who is authorised to act for and on behalf of LAMP Insurance Company Limited (the insurer) for the purposes of this insurance.

BNP Paribas Cardif Limited's registered address is Pinnacle House, A1 Barnet Way, Borehamwood, Hertfordshire WD6 2XX, company number 3233010. BNP Paribas Cardif Limited is authorised and regulated by the Financial Conduct Authority, FRN 309075;

“application” means any written or oral declaration together with any additional information you may have supplied to the us (via the **administrator**) in connection with this insurance;

“claim limit” means the maximum amount we will pay under this policy in the event of a claim, as shown on your **schedule of cover**;

“date of total loss” means the date of the **incident** that gives rise to your claim for the **total loss** of the **insured vehicle**;

“early settlement charges” means any additional charges levied by a **finance company** in relation to the early settlement of a **finance agreement** after the **total loss** of the **insured vehicle**;

“eligible vehicle” means the vehicle shown on your

schedule of cover, which satisfies all the conditions in the **“Eligibility”** section;

“end date” means the date this insurance cover ends, in accordance with the **“When your cover ends”** section;

“finance agreement” means any hire purchase or personal contract purchase loan agreement between you and the **finance company** relating to the **insured vehicle**. For information regarding your loan, please refer to your finance agreement. Note this policy provides no cover for any additional costs or losses associated with any personal contract hire and/or lease agreements;

“finance company” means the provider of any **finance agreement** used in connection with the purchase of the **insured vehicle**;

“financial interest” means suffering a financial detriment in the event of a **total loss**;

“Glass’s Guide” means the motor trade publication recognised and used extensively throughout the motor vehicle industry to value new/used vehicles, published monthly by Glass’s Information Services Limited. Where **Glass’s Guide** is not available or there is a dispute over valuation with your **motor insurer**, we will consider alternative equivalent motor trade publications such as CAP Black Book;

“grey import” means any imported vehicle (unless specifically manufactured as right hand drive and purchased from a United Kingdom distributor authorised by the manufacturer of the vehicle);

“incident” means the initial cause which results in **total loss** of the **insured vehicle**;

“insured value” means the **Glass’s Guide** retail value for a vehicle of the same make, model and specification level, age, mileage and overall condition at the **start date**, or an equivalent published value if the **Glass’s Guide** retail value is no longer available;

“insured vehicle” means an **eligible vehicle**, for which you are the **registered keeper**, as declared by you and shown on the **schedule of cover**;

“market value” means the current retail market value based on that listed in the current **Glass’s Guide** for **insured vehicle** or one of the same make, model, trim level, recorded mileage and being in a similar condition;

“motor insurance policy” means a fully comprehensive motor insurance policy issued by a United Kingdom authorised **motor insurer** to you covering the **market value** of the **insured vehicle** for accident, damage, fire and theft, and which is maintained throughout the **period of insurance**;

“motor insurance settlement” means the money that you receive from the **motor insurer** following a valid claim to them for the **total loss** of the **insured vehicle**;



Definitions (continued)

“**motor insurer**” means the company that issued a **motor insurance policy** to you relating to the **insured vehicle**;

“**negative equity**” means any amount outstanding on a previous loan or **finance agreement** relating to a previous vehicle owned by you which inflates the invoice price of the **insured vehicle**;

“**net invoice price**” means the price paid for purchase of the **insured vehicle**, not exceeding £125,000 (including all factory and dealer fitted optional extras and/or accessories, road fund licence and warranty costs, up to a maximum total of £1,500, and which are itemised on the invoice) and after any discount given, but excluding any **negative equity**, delivery charges, fuel, paintwork, upholstery protection kits, cherished number plate transfers, insurance premiums, subscription charges or any other administration fees included on the invoice;

“**period of insurance**” means the period between the **start date** and the **end date**;

“**premium**” means the amount payable by you (and any taxes or charges thereon) for GAP insurance under this policy;

“**registered keeper**” means the person named on the DVLA V5C document as the registered keeper of the **insured vehicle**;

“**schedule of cover**” means the policy document issued to you by us containing the main details that you gave to us in application for this policy, including details about you, the **insured vehicle**, the **period of insurance** and the **claim limit**;

“**start date**” means the date shown on your **schedule of cover** as the date this insurance cover commences;

“**territorial limits**” means Great Britain, Northern Ireland, Isle of Man, Channel Islands and member countries of the European Union at the **date of total loss**;

“**total loss**” means when the **insured vehicle** is the subject of accidental damage, fire or theft to the extent that a claim is made to and accepted as valid by the **motor insurer**, is paid in full and final settlement under the **motor insurance policy**, and the **insured vehicle** becomes the property of the **motor insurer**;

“**we, us, our**” means LAMP Insurance Company Limited, the underwriter of this policy, whose registered office address is Suite 822, Europort, PO Box 708, Gibraltar, company registration number 93562. LAMP Insurance Company Limited is authorised by the Chief Executive of the Gibraltar Financial Services Commission under the Financial Services (Insurance Companies) Act to carry on insurance business and is permitted to trade in the United Kingdom;

“**you, your, yourself**” means either:

- (i) a private individual or a sole trader who is eligible for cover under the “Eligibility” section (i) and whose name appears as the policyholder on the **schedule of cover**; or
- (ii) a partnership, which in the name of at least one partner, appears as the policyholder on the **schedule of cover**, providing the partner fulfils the criteria set out in the “Eligibility” section (i) and the partnership fulfils the criteria set out in the “Eligibility” section (ii).
- (iii) a limited company or other legal entity which is eligible for cover under the “Eligibility” section (ii) and whose name appears as the policyholder on the **schedule of cover**.

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 at the **start date**; and
 - (b) is resident in the United Kingdom at the **start date**; and
 - (c) is the **registered keeper** of the **insured vehicle** or is the spouse or civil partner of the **registered keeper** of the **insured vehicle** and who has **financial interest** in the **insured vehicle**; and
 - (d) holds a valid, current driving licence; and
 - (e) has a comprehensive **motor insurance policy** in place covering the **insured vehicle** for the lifetime of this policy; and
 - (f) is the policyholder or a named driver on the comprehensive **motor insurance policy**; and
 - (g) in the case of a sole trader is not a business formed for the purposes of selling or servicing motor vehicles; and
 - (h) has paid the **premium** and agreed to comply with the terms and conditions of this policy.
- (ii) a partnership, limited company or other legal entity will be eligible for this insurance cover if it:
 - (a) is permanently situated, and in the case of a limited company, registered in the United Kingdom; and
 - (b) has purchased the **insured vehicle** with their own monies or is purchasing the **insured vehicle** under a **finance agreement**; and
 - (c) is the **registered keeper** of the **insured vehicle**; and
 - (d) has a comprehensive **motor insurance policy** in place covering the **insured vehicle** for the lifetime of this policy; and
 - (e) is the policyholder or a named driver, or (if a partnership) at least one partner is the policyholder or a named driver, on the **motor insurance policy**; and
 - (f) is not a business formed for the purposes of selling or servicing motor vehicles; and
 - (g) has paid the **premium** and agreed to comply with the terms and conditions of this policy.
- (iii) **Eligible vehicle** - a vehicle can only be considered as the **insured vehicle** under this policy if it:
 - (a) Is less than:
 - (i) for return to value policies 10 years old
 - (ii) for return to invoice policies 10 years old
 - (iii) for vehicle replacement policies 3 months old at the **start date**, not withstanding any limits on the level of cover you have selected;
 - (b) Has covered less than:
 - (i) for return to value policies 120,000 miles
 - (ii) for return to invoice policies 120,000 miles
 - (iii) for vehicle replacement policies 1,000 miles at the **start date**, notwithstanding any limits on the level of cover you have selected;
 - (c) Has a recorded value of less than:
 - (i) for return to value policies £125,000
 - (ii) for return to invoice policies £125,000
 - (iii) for vehicle replacement policies £125,000 at the **start date**, notwithstanding any limits on the level of cover you have selected;
 - (d) is a car, light commercial vehicle (LCV) or motorhome weighing less than 3,500kg gross vehicle weight (GVW). Cover cannot be provided for scooters, motorcycles, buses, coaches, LCVs or motorhomes greater than 3,500kg GVW, trucks, heavy goods vehicles (HGVs), taxis, vehicles used for hire or reward, racing, pacemaking, speed testing, reliability trials, rallying, or in any other competitive event, vehicles of the following types: emergency vehicles, driving school vehicles, mobility vehicles, electric vehicles, and vehicles of the following make/model: Alfa Romeo 8C Competizione, Aston Martin, Audi R8, Bentley, Bristol, Bugatti, BMW Alpina models, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Hummer, Honda NSX models, Lamborghini, Lotus, Maserati, Maybach, Marcos, Morgan, Nissan GT-R, Noble, Rolls Royce;
 - (e) has no modifications other than in accordance with manufacturers' specifications; and
 - (f) is listed in **Glass's Guide**; and
 - (g) is a United Kingdom specification vehicle, built for principal sale in the United Kingdom and is not classed as a **grey import**; and
 - (h) is not owned (temporarily or otherwise) by a business formed for the purposes of selling or servicing motor vehicles; and
 - (i) satisfies the requirements detailed at section 6(i) for the policy type you have selected (as shown on **your schedule of cover**); and
 - (j) has not, at any time, previously been declared a total loss or write off (of any category A, B, C, D, S or N).



What is covered

The benefits applicable to **you** depend on the type of GAP cover **you** selected when applying for this insurance.

(i) There are 3 types of cover in this policy booklet which are listed in the following table:

The type of GAP cover you have selected is shown in your schedule of cover	Return to Value (RTV)	Return to Invoice (RTI)	Vehicle Replacement Insurance (VRI)
If, during the period of insurance, the insured vehicle is subject to a total loss claim and is written off by your comprehensive motor insurer, subject to terms and conditions of this policy, we will pay you the difference between:	the motor insurance settlement paid by the motor insurer and the insured value at the start date.	the motor insurance settlement and the net invoice price originally paid for the insured vehicle.	the motor insurance settlement and the current replacement price of a vehicle matching the make, model, age, mileage, specification and overall condition of the insured vehicle at the start date*.
Available for:	new cars owned for more than 3 months and used cars under 10 years old and with less than 120,000 miles on the odometer.	new cars & used cars owned for less than 3 months. Used cars must also be under 10 years old and with less than 120,000 recorded miles.	new cars under 3 months old and with less than 1000 recorded miles on the odometer.

* Or, at our discretion, if exactly the same make and / or model is no longer available at the time of a claim, the vehicle type closest to the insured vehicle considering a) the insured vehicle's specification and b) the recommended retail price of the insured vehicle at the time of purchase.

(ii) **Claim limit:** The benefit shown in the table above is subject to the claim limit shown on your schedule of cover. Only one claim can be made under this policy during the period of insurance.

(iii) **Your Motor Insurance Policy excess** - we will cover up to £500 in respect of any motor insurance policy excess that you have had to pay to your motor insurer as part of your total loss claim. If liability for the incident is in dispute, we will not pay this benefit until liability is confirmed against the third party.

(iv) The incident leading to the total loss of the insured vehicle must occur during the period of insurance and within the territorial limits.

(v) For RTI and RTV GAP policies, you are covered for factory and dealer fitted optional extras and/or accessories up to a maximum of £1,500.

(vi) Where applicable, the benefits under this policy will be paid directly to you.

(vii) You will be responsible for settling any outstanding finance arrangements you may have directly with your finance company.

(viii) **Deductions and limitations:**

(a) we will deduct from the benefit payment any amount deducted from the motor insurance settlement relating to:

(i) any excess deducted by the motor insurer not covered in the "What is covered" section (iii);

(ii) the salvage value of the insured vehicle where there is no requirement to transfer ownership of the insured vehicle to the motor insurer;

What is covered (continued)

- (iii) any premium owing to the **motor insurer** for the **motor insurance policy**;
 - (iv) where the **motor insurer** reduces the **motor insurance settlement** because of **your** contributory negligence - the same percentage or amount as deducted by the **motor insurer**;
 - (v) any damage to, or the poor general condition of, the **insured vehicle**, immediately prior to the **date of total loss**;
 - (vi) not having an up to date service history or a valid MOT;
 - (vii) any modifications to the **insured vehicle**;
 - (viii) any delivery charges, fuel, paintwork, upholstery protection kits, cherished number plate transfers, insurance premiums, subscription charges or any other administration fees included on the invoice.
- (b) If **you** accept a settlement offer from **your motor insurer** prior to or without **our** consent, **we** will settle **your** claim using the greater of:
- (i) **motor insurance settlement** figure; or
 - (ii) **market value** at the **date of total loss**.
- (c) If **you** are only a named driver and not the policyholder of the **motor insurance policy** under which the **insured vehicle** is deemed a **total loss**, **we** will settle **your** claim using the current **market value** of the **insured vehicle** unless **we** have the **motor insurance** policyholder's prior written consent to contact the **motor insurer**, as set out in the "How to make a claim" section (iv) (e).
- (d) **Replacement motor vehicle**
- If **you** do not accept the **motor insurer's** offer to replace the **insured vehicle** with another vehicle under the terms of **your motor insurance policy**, then **we** will settle **your** claim based on the **market value** of the replacement vehicle and not the settlement figure offered by **your motor insurer** in lieu of the replacement vehicle.
- (e) **We** will deduct from the benefit payment the VAT element of any claim if **you** are, or were previously, entitled to claim the VAT back.
- (f) **We** will not cover any amount where the **insured vehicle** has been insured for an amount below its **market value** at the time **you** purchased **your motor insurance policy**.
- (g) There will be no value allowance for non-standard fittings, other than a reduction should any non-standard fittings be considered to have a detrimental effect on retail prospects and/or value.

What is not covered



- (i) The benefit will not be paid for a **total loss** of the **insured vehicle** if:
- (a) the **total loss** occurs while the **insured vehicle** is being used for pacemaking, racing, rallying, speed testing, reliability trials or any other competitive event, or being used as an emergency vehicle or for hire and reward (including, but not limited to, a taxi, a private hire or courier service vehicle, driving school vehicles);
 - (b) it is a scooter, motorcycle, bus, coach, light commercial vehicle (LCV) or motorhome greater than 3,500kg gross vehicle weight (GVW), truck, heavy goods vehicle (HGV), taxi, a vehicle used for hire or reward, racing, pacemaking, speed testing, reliability trials, rallying, or in any other competitive event, a vehicle of the following type: emergency vehicle, driving school vehicle, mobility vehicle, electric vehicle, or a vehicle of the following make/model: Alfa Romeo 8C Competizione, Aston Martin, Audi R8, Bentley, Bristol, Bugatti, BMW Alpina models, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Hummer, Honda NSX models, Lamborghini, Lotus, Maserati, Maybach, Marcos, Morgan, Nissan GT-R, Noble, Rolls Royce.
 - (c) it has been modified other than in accordance with the manufacturer's specifications;
 - (d) it is not a United Kingdom specification vehicle, or it is not built for principal sale in the United Kingdom, or it is classed as a **grey import**; or
 - (e) **your motor insurer** has not deemed the **insured vehicle** a **total loss**;
 - (f) **you** accept a permanent replacement vehicle from **your motor insurer** under **your motor insurance policy**;
 - (g) it is owned at the **date of total loss**, temporarily or otherwise (resulting from trade-in or acquisition for the purposes of resale) by a business formed for the purposes of selling or servicing motor vehicles.
 - (h) it has, at any time, previously been declared a total loss or write off (of any category A, B, C, D, S or N).
- (ii) The benefit will not be paid if the **total loss**:
- (a) does not result in a full and final **motor insurance settlement** being paid by **your motor insurance policy**, with the **insured vehicle** becoming the property of the **motor insurer**; or
 - (b) occurred before the **start date** (or the incident leading to the **total loss** occurred before the **start date**); or
 - (c) results from an **incident** outside the **territorial limits**; or
 - (d) is not covered by **your comprehensive motor insurance policy**; or
 - (e) is caused when the **insured 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; or
 - (f) results from an **incident** when **you**, or any other person with **your general consent**, are driving the **insured vehicle** while intoxicated by alcohol or under the influence of drugs not prescribed by a registered medical practitioner or drugs prescribed by a registered medical practitioner in respect of which a warning against driving has been given; or
 - (g) results from any person stealing and driving the **insured vehicle** who has access to the keys without violent, forceful or criminal means; or
 - (h) results directly or indirectly, in whole or in part, from any act or omission which is wilful, unlawful or negligent on **your** part, or on the part of any other person with **your general consent** driving the **insured vehicle**; or
 - (i) results from a theft or malicious damage claim which is not accompanied by a valid and substantiated crime reference number or correspondence from the police or the crime report;
 - (j) is caused by, contributed to, or arises from ionising radiation, contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (k) is caused by, contributed to, or arises directly or indirectly from pollution or contamination;

What is not covered (continued)

- (l) is caused by, contributed to or arises directly or indirectly from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, acts of terrorism, military or usurped power, confiscation, nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- (m) is directly or indirectly caused or occasioned by or happens though or in consequence of terrorism or any action taken in controlling or preventing or suppressing any acts of terrorism or in any way relating thereto. For the purposes of this exclusion 'terrorism' means the use of biological, chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- (n) is not the result of an indemnity claim under the accidental damage, fire or theft sections of the **motor insurance policy**.
- (iii) We will not pay costs in respect of any loss of use of the **insured vehicle**, any storage charges or any consequential loss or other costs that are indirectly caused by the event which led to **your total loss claim**, unless specifically stated in this policy.
- (iv) We will not pay any part of a claim in relation to **negative equity**.
- (v) We will not pay VAT where **you** are VAT registered.
- (vi) We will not pay any other charges levied by a **finance company** or costs incurred under a **finance agreement**, including in relation to the settlement of any personal contract hire and/or lease agreement.
- (vii) This policy does not cover any factory and dealer fitted optional extras and/or accessories exceeding the total maximum amount of £1,500 and/or any items that are not noted on the purchase invoice.
- (viii) This policy will not cover any amount where the **insured vehicle** has been insured below its **market value** under **your motor insurance policy**.
- (ix) This policy does not cover any items on the purchase invoice in respect of delivery charges, fuel, paintwork, upholstery protection kits, cherished number plate transfers, insurance premiums, subscription charges or any other administration fees.
- (x) **Your claim** may be invalidated if **you** have failed to notify **us** of any transfer (contrary to the "General conditions" section of this policy), or if such transfer has been rejected.
- (xi) This policy and any benefit under it may be affected if there is any misrepresentation or concealment by **you** or on **your** behalf in respect of obtaining this policy or any claim under it; see the "Cancellation" section and the "Premium/Variation & Waiver/Fraud" section.



How to make a claim

- (i) In the event of a **total loss**, or an incident potentially giving rise to a **total loss**, in the first instance **you** should contact the claims department at on 0330 123 3960. **You** will need to give the details of the **incident** (including **your** policy number and **insured vehicle** details, the date of the **incident**, the cause of the **total loss**, any third party details as may be required and any police crime reference number), and the status of **your** insurance claim with **your motor insurer**. **You must** contact the claims department **prior** to accepting any offer of settlement from **your motor insurer**. **We** may, on **your** behalf, take over the negotiations with the **motor insurer** with respect to **your total loss** claim.

You must take all reasonable steps to safeguard the **insured vehicle** and minimise any potential loss.

Once **you** have received approval from the claims team to accept a settlement offer from **your motor insurer**, **you** should complete and return a claim form.

You can request a claim form by telephoning 0330 123 3960, or contacting Warranty Direct at:

Warranty Direct GAP Claims
Floor 4
Fountain House
2 Queens Walk
Reading
RG1 7QF

Email: claims@warrantydirect.co.uk

The fully completed claim form should be returned to **us** together with any supporting evidence listed in this section as soon as possible, but no later than 30 days after the **date of total loss**.

It is important that **you** read the "What is covered" and "What is not covered" sections of this policy before completing **your** claim form.

Completion and postage of the claim form or any other documents we may require will be at **your** expense.

If any documents requested under this section are not received promptly by the claims department **our** claims assessment process may be delayed, which may affect **our** ability to pay **your** claim.

If the name of any document changes e.g. "V5C" or "Vehicle Inspection Report", **we** will require **you** to send **us** the document which takes its place.

We will only ask for information relevant to **your** claim. If **you** are unable to supply any evidence **we** require listed in this section, then **we** may ask **you** for alternative evidence to support **your** claim.

- (ii) To be able to process **your** claim quickly **we** will always request that **you** send **us** a fully completed claim form, including the signed declaration, along with:
- (a) written confirmation from **your motor insurer**:
 - (i) that the **motor insurer** has paid the **motor**

insurance settlement following **your** claim for **total loss**; and

- (ii) the terms on which the **motor insurance settlement** was made;
 - (b) **your** up to date **motor insurance** schedule; and
 - (c) **your** latest MOT certificate - if the **insured vehicle** is over three years old.
 - (d) the original purchase invoice in respect of the **insured vehicle** - if applicable;
- (iii) **We** may at any time request **you** to provide **us** with additional proof in order to validate **your** claim. This can include (but is not limited to):
- (a) the Vehicle Registration Document (V5C);
 - (b) a copy of correspondence from the police (if applicable);
 - (c) a copy of **your** Vehicle Inspection Report (VIR) - if available from **your motor insurer**.
- (iv) **You** must comply with the terms and conditions of this policy. In particular, **you** must comply with the following conditions to have the full protection of **your** policy. If **you** do not comply with them, **we** may cancel this policy, refuse to deal with **your** claim, or reduce the amount of the claims payment:
- (a) **Malicious damage and theft**
You must, in the case of malicious damage to

How to make a claim (continued)

or theft of the **insured vehicle**, report the **incident** to the police within 24 hours of **you** being aware of the **incident** occurring and advise us of **your** valid crime reference number.

(b) Claims procedure

Failure to follow the claims procedure set out in this policy may result in non-payment of **your** claim.

- (c)** Where **we** make a payment to **you** under this policy for something which a third party is responsible for, **we** may at **our** expense take steps against that third party in **your** name, to obtain reimbursement or compensation from that third party. **You** will at **our** request and at **our** expense help **us** in the conduct of those proceedings including any court proceedings by giving **us** any information **we** require and by carrying out any other act **we** request which will help **us** to recover these payments from the third party.

(d) Offer of settlement

If **you** accept a settlement offer from **your** **motor insurer** in respect of a **total loss** prior to, or without our consent, we will settle your claim using the greater of:

- (i) **motor insurance settlement figure**; or
- (ii) **market value** at the **date of total loss**.

(e) Written consent

In the event of a **total loss** of the **insured vehicle**, unless **we** have written consent from the

policyholder of the **motor insurance policy** to contact the **motor insurer**, **we** will settle **your** claim using the current **market value** of the **insured vehicle**.

(f) Premium payment

No benefit shall be payable under this policy until and unless **we** have received full payment of the appropriate **premium** in respect of this policy. If, upon a claim being lodged, **we** have not yet received 100% of the **premium** from **you**, **we** shall deduct the remaining outstanding premium from any benefit paid to **you** under this policy.

(g) Use of engineers

At notification of any claim **we** reserve the right to instruct an independent engineer to inspect the **insured vehicle** before authorising any claim. Any decision on liability will be withheld until the independent inspection report is received. Where this right is exercised **we** shall have no liability for any loss to **you** arising from any delay.

(h) Salvage

We accept no liability for the responsible disposal of the **insured vehicle** or its salvage in any event.

- (v)** If **we** make any payments as a result of dishonesty or deceitful behaviour by **you** (or by someone acting on **your** behalf) then:

(a) **We** may stop making further payments and may seek to recover from **you** any sums paid by **us** in respect of any dishonest claim;

(b) **We** may terminate the contract with effect from the time of the behaviour which may affect **your** claim;

(c) If **we** terminate the contract under this section, **we** may not pay any claim and **we** will not return any of the premiums paid by **you**.



When your cover ends

The end date will be the earliest of:

- (i) the **end date** as shown in **your schedule of cover**;
- (ii) the date on which the **insured vehicle** is repossessed, if the **insured vehicle** is purchased with a **finance agreement**;
- (iii) the date on which a claim is paid in respect of the **insured vehicle** under this policy;
- (iv) the date on which **we** advise **you** that **your** insurance cover is terminated in accordance with the terms and conditions of this policy;
- (v) the date the **insured vehicle** is sold or transferred by **you** to a new owner;
- (vi) the date on which **you** cease to have a comprehensive **motor insurance policy** in place covering the **insured vehicle**;
- (vii) if applicable, the date **you** do not accept the **motor insurer's** offer to replace the **insured vehicle** with another vehicle under the terms of **your motor insurance policy**; or
- (viii) the date **you** are no longer a resident in the United Kingdom; or
- (ix) the date of **your** cancellation of the policy.

Cancellation

Your right to cancel

If, after buying your policy and having read these terms and conditions in full, you decide it no longer suits your needs, you may cancel it at any time. We would like to make you aware of different circumstances that could affect the amount of premium returned to you.

If you cancel the policy within the first 14 days of receiving your policy documents (known as the "cooling-off period") you will receive a full refund of any premium you have paid, providing you have not submitted a claim.

If you wish to cancel your policy outside the 14 day cooling off period, then you may be entitled to a refund of your premium, providing you have not submitted a claim.

Refund of Premium

Any cancellation refund you may be entitled to is based upon a pro rata calculation. This means we will refund an equal amount of premium for each day between the day you asked us to cancel your policy and the original policy end date. For example: If you cancel a 36 month policy after 200 days, we would refund the remaining 895 days of the original 1095 days of the policy.

If you have elected to pay your premium by instalments, any premium due to us which is unpaid at the time of cancellation will be deducted from the total refund amount to you.

Any cancellation refund is subject to a £50 cancellation administration charge, which will be deducted from any refund made to you.

The premium you have paid for your policy is detailed in your schedule of cover.

You may cancel your policy either by phoning, emailing or writing to the administrator:

Address: Warranty Direct
Floor 4
Fountain House
2 Queens Walk
Reading RG1 7QF
Telephone number: 0800 731 7001
Email: cancellations2@warrantydirect.co.uk

IMPORTANT

If you have submitted any claim against your policy then you will not be able to request a refund upon cancelling. If you have transferred your policy to a replacement vehicle during the period of insurance, you will only be entitled to a pro-rata refund of the premium paid for this policy, which will not include any administration fee paid for the transfer.

Our right to cancel

1. In exceptional circumstances, we may cancel this policy by writing to you at your last known address advising that all cover will end. Depending on the reason for cancellation, and providing there has been no claim (or claim pending), we will calculate the premium for the period you have been insured for and refund any balance minus an administration charge. If a claim has been submitted within the period of insurance then no refund will be given.

2. We may cancel your policy immediately:

(a) where there is evidence of dishonesty or deceitful behaviour by you (or by someone acting on your behalf) in relation to the cover provided under this policy;

(b) where you deliberately tell us something which is untrue or misleading in response to any question we ask you when you take out cover under this policy, or apply to vary your cover under this policy (or we can demonstrate from the relevant circumstances that you did not take reasonable care to ensure the statements you made to us were true).

If we cancel your cover as a result of this 'Our right to cancel' section 2 (a) or (b), we will **not** return any premium you have paid.

(c) where you unintentionally tell us something which is untrue or misleading in response to any question we ask you when you take out cover under this policy which, if correctly represented at the time of application, would have caused us to decline you for cover. If we cancel your cover as a result of this section 'Our right to cancel' 2 (c), we will return any premium that you have paid under this policy providing you have not submitted a claim; or

(d) where necessary to comply with any applicable laws or regulations. If we cancel your cover as a result of this 'Our right to cancel' section 2 (d), we will return any premiums you have paid on a pro-rata basis providing you have not submitted a claim.

3. Any decision to cancel cover will not be made at an individual level and will not be based on whether you have submitted a claim, except where the 'Our right to cancel' section 2 (a), (b) or (c) applies.

4. Cancellation of your policy will not affect your entitlement to claim for any event occurring before the date of cancellation, except where the 'Our right to cancel' section 2 (a), (b) or (c) applies. If you wish to submit a claim for an incident leading to a total loss prior to cancellation under section 2 (d), there will be no refund of premium.



Premium/Variation & Waiver/Fraud

Premiums

- (i) You will pay the **premium** and, subject to the terms and conditions of the policy, be covered for the **period of insurance** shown in **your schedule of cover**.
- (ii) You must pay the **premium** when due for this policy to remain valid.
- (iii) No benefit shall be payable under this policy until and unless we have received full payment of the appropriate **premium** in respect of this policy. If, upon a claim being lodged, we have not yet received 100% of the **premium** from you, we shall deduct the remaining outstanding premium from any benefit paid to you under this policy.

Variation and Waiver

- (i) We may vary or waive **your** terms and conditions to:
 - (a) improve **your** cover;
 - (b) comply with any applicable laws or regulations;
 - (c) correct any typographical or formatting errors that may occur.

Fraud

- (ii) You will be given at least 30 days' written notice to **your** last known address of any alteration to the terms and conditions of cover under this policy unless the change is due to legislative or regulatory requirements. If **your** cover is changed due to legislative or regulatory changes which are outside our control, then we may not be able to give you 30 days' notice.
 - (iii) If we vary or waive **your** terms and conditions and you do not wish to continue **your** cover you can cancel as set out in the "Cancellation - Your right to cancel" section.
- (i) You must not act in a fraudulent manner. If you, or anyone acting for you, make a claim under this policy knowing the claim to be false or fraudulently exaggerated in any respect; or submit a document in support of a claim knowing the document to be forged or false in any respect; or make a claim in respect of any loss or damage caused by your wilful act, or with your connivance, then:
 - (a) We shall not pay the claim or any other claim which has been made or will be made under the policy;
 - (b) We may at our option declare the policy void and treat it as if it had never existed;
 - (c) We shall be entitled to recover from you the amount of any claim already paid under this policy;
 - (d) We shall not make any return of premium; and
 - (e) We may inform the police of the circumstances.

General conditions

(i) Unless written permission to the contrary is given by the administrator, cover under this policy must be purchased within 30 days of the delivery of the insured vehicle.

(ii) Where applicable, if you decline the offer of a replacement vehicle under the terms of the motor insurance policy then we reserve the right to settle the claim using the cost of a brand new replacement vehicle at the date of total loss by reference to Glass's Guide retail value as the current replacement price.

(iii) This policy is not renewable.

(iv) You must respond honestly to any request for information we make when you take out cover under this policy, or apply to vary your cover under this policy. In the event that any statement of fact you make is untrue or misleading, this may affect the validity of your policy, and whether you can make any subsequent claims.

(v) You must not continue to drive the insured vehicle after any damage or incident if this could cause further damage to the insured vehicle.

(vi) The policy has been issued based upon information which you have given to us about yourself and the insured vehicle. You have a duty to tell us immediately of any changes to this information in particular any of the following: change of address, or use of the insured vehicle e.g. being used for private hire. Failure to do so may invalidate your cover under this policy. We will then advise you of any changes in terms.

(vii) If the risk covered by this policy is also covered by any other insurance or warranty then we shall only be responsible for paying a fair proportion of any benefit

which we would otherwise be due to pay.

(x) When your cover under this policy ends it will not have any surrender or cash value.

(xi) This policy is governed by English law. Any legal proceedings will be held in the courts of England and Wales unless you live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case you will be entitled to commence legal proceedings in your local courts.

(xii) We are a member of the UK Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our financial obligations. Full details about the compensation scheme arrangements are available from the FSCS at www.fscs.org.uk or on 0207 892 7300.

(xiii) To improve the quality of our service, we may monitor and record some telephone calls.

(xiv) We have a regulatory obligation to prevent fraud. In the event of a claim, any information you have supplied relevant to this insurance and on the claim form, together with other information relating to the claim may be shared with other insurers in order to prevent fraudulent claims.

Policy Transfer

This policy applies to you and is not transferrable to any other person or business. You cannot use this policy as security for any debt or obligation in any manner whatsoever.

You may, at any time, transfer any remaining period of insurance on this policy due to a change of vehicle, upon payment of a £50 administration fee and subject to the replacement vehicle's market value or net invoice price not exceeding 110% of the original insured vehicle insured value or net invoice price, and providing the replacement vehicle meets all other conditions and eligibility criteria laid out in this policy. You may not transfer this policy if you have submitted a claim.

If you wish to transfer this policy to a replacement vehicle, you must contact the administrator (within 7 days of purchasing the replacement vehicle) with the following information:

- A copy of the purchase invoice for the replacement vehicle
- A copy of your Warranty Direct policy documentation
- Evidence of the replacement vehicle's comprehensive insurance coverage
- Evidence of the original insured vehicle no longer being in your possession
- A covering note detailing your request to transfer this policy, together with the £50 administration fee.

Please note that any transfer is invalid unless the replacement vehicle is purchased from a bona fide motor dealer.

The claim limit of any policy transfer shall remain as the claim limit on the original insured vehicle. Any transfer is subject to approval by us. If you have submitted any claims under the policy you will not be able to request a transfer.

Complaints



Should **you** have any cause for complaint about any of this policy or the services **you** have received under it, please get in touch so that it can be investigated and things put right. In the first instance please contact the **administrator** on:

Warranty Direct
Customer Relations Department
Floor 4
Fountain House
2 Queens Walk
Reading
RG1 7QF

Telephone: 0330 123 3968
Email: complaints@warrantydirect.co.uk

Lines are open Monday to Friday, 8.30am to 6pm.

Your complaint will be acknowledged promptly. The acknowledgement will advise **you** who is handling **your** complaint, and how **your** complaint will be processed. **You** may be asked to provide additional information; if so, it will be explained why this is necessary. **Your** complaint will be thoroughly considered and investigated by a handler independent of the issue **you** are complaining about, and **you** will be kept informed of any developments. **You** will receive a final decision as soon as the review of **your** concerns has been completed and wherever possible within eight weeks of **your** complaint being received.

If **you** remain dissatisfied upon receiving the final decision, or if **you** have not received a final decision within eight weeks, **you** may be able to refer **your** case, free of charge, to:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone 0800 023 4 567 or 0300 123 9 123

You will be provided with further information regarding the Financial Ombudsman Service as part of the complaints process, or **you** can go to www.financial-ombudsman.org.uk. **You** will normally have six months from receiving the final decision within which to refer **your** complaint. This referral service is additional to **your** contractual rights under the insurance.

Data protection

1. DATA PROTECTION NOTICE

- 1.1 For the purposes of the Data Protection Act 1998, the joint **data controllers** in relation to any personal information you supply are the **policy administrator** and the **insurer**.
- 1.2 The **data controllers** will collect and maintain your personal information in order to:
- a) underwrite and administer the **policies** of insurance that **we** issue;
 - b) provide **you** with information, products or services which the **policy administrator** feel may interest **you**;
 - c) verify **your** identity;
 - d) use **your** information for statistical purposes;
 - e) use **your** information for research purposes; and
 - f) carry out **our** obligations arising from the **policy**.
- 1.3 All personal information is treated with the utmost confidentiality and with appropriate levels of security in accordance with the Data Protection Act 1998. The **data controllers** will not keep **your** information longer than is necessary. **Your** information will be protected from accidental or unauthorised disclosure. The **data controllers** will only reveal **your** information if it is allowed by law, authorised by **you**, to prevent fraud or in order that **we** can liaise with **our** agents in the administration of this **policy**. Under the terms of the Data Protection Act 1998 **you** have the right to

ask for a copy of any information the **data controllers** hold on **you** upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible. To exercise this right, please contact: Data Protection Officer, Warranty Direct, Floor 4, Fountain House, 2 Queens Walk, Reading RG1 7QF.

Alternatively, please e-mail Warranty Direct at: dataprotectionofficer@warrantydirect.co.uk
Or call Warranty Direct on: 0800 731 7001

- 1.4 In assessing any claims made, the **data controllers** or their associated companies or agents may undertake checks against publicly available information about **you** (such as electoral roll, county court judgements, bankruptcy or repossessions). This information may also be shared with other insurers to help in the prevention of fraud.
- 1.5 **Your** personal information may be sent securely and in confidence to other companies in **our** group (or companies acting on **our** instructions), including those outside the European Economic Area (EEA) and **we** may also transfer it to **our** agents and subcontractors with the EEA who help **us** administer **your** **policy**. The **data controllers** may disclose **your** personal information to **our**

subsidiaries or parent company. In the event that **we** buy or sell any business or assets, **we** may disclose **your** personal information to the prospective buyer or seller of such business assets.

- 1.6 The above principles apply whether **we** hold **your** information on paper or in electronic form. Enquiries in relation to data held by the data controller LAMP Insurance Company Limited should be directed to Data Protection, LAMP Insurance Company Limited, Suite 822, Europort, PO Box 708, Gibraltar.

Initial disclosure document



This insurance policy has been sold to you by Warranty Direct. Warranty Direct are required, under selling regulations, to disclose certain information to you about Warranty Direct's services. For this initial disclosure document only, the words "we", "us" and "our" mean Warranty Direct."

1. The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. Use this information to decide if Warranty Direct's services are right for you.

2. Whose products do Warranty Direct offer?

- Products from a range of insurers.
- Only products from a limited number of insurers. Ask us for a list of insurers we offer insurance from.
- Only products from a single insurer.

3. Which service will Warranty Direct provide you with?

- Warranty Direct will advise and make a recommendation to you after assessing your needs.

- You will not receive advice or a recommendation from Warranty Direct. We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

4. What will you have to pay Warranty Direct for our services?

- A fee.
- No fee.

You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

5. Who regulates Warranty Direct?

Warranty Direct is authorised and regulated by the Financial Conduct Authority. Our FCA Register Number is 309075. Warranty Direct's permitted business is arranging general insurance contracts.

You can check this on the FCA's Register by visiting the FCA's website <http://www.fsa.gov.uk/register/home.do> or by contacting the FCA on 0800 111 6768.

6. Ownership

Cardif Pinnacle Insurance Holdings plc owns 100% of 'Warranty Direct's share capital.

7. What to do if you have a complaint?

If you wish to register a complaint with Warranty Direct, please contact:

...in writing
Write to Warranty Direct, Floor 4,
Fountain House, 2 Queens Walk, Reading
RG1 7QF

...by phone
Telephone 0800 731 7001

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

8. Are Warranty Direct covered by the Financial Services Compensation Scheme (FSCS)?

Warranty Direct are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our liabilities to you, you may be entitled to compensation from the FSCS. Further information is available from their website - www.fscs.org.uk



 **warrantydirect**

warranties made easy!



Are you driving a car that's no longer under warranty?

Then you could be driving around in a ticking financial time bomb! Any second it could go bang, and blow your socks off with sky high repair bills. Don't risk it – get your car protected with an insured warranty from Warranty Direct. Warranty Direct offers comprehensive cover that's recommended by WhatCar?

Get a quote today at warrantydirect.co.uk - We might just save you a fortune!

Call 0800 731 7001 | buy online www.warrantydirect.co.uk

Administration: 0800 731 7001 | Fax: 0330 123 3505 | Email: info@warrantydirect.co.uk | Web: www.warrantydirect.co.uk



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