

# CONTRACT HIRE & LEASING GAP (HIRE & REWARD)



RA Claims

## POLICY SUMMARY

### Understanding your policy

Please read this document carefully and make sure You understand and fully comply with its terms and conditions. Failure to do so may jeopardise the payment of any claim which might arise and could lead to this Policy becoming void. Please ensure You keep it in a safe place so You can read it again if You need to.

The insurer is Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar GX11 1AA (registered no. 96218).

### The Policy

We will provide the insurance as stated in this Policy.

The Policy Schedule, which includes the declaration and the undertaking to pay the premium, is the basis of the contract and forms part of this Policy.

This Policy contains details of the insurance cover You have bought, what is excluded from it and the terms and conditions of the cover.

### Contract of insurance

This Policy is evidence of a Contract of insurance.

This Policy will only become effective when We have received payment of the premium in full and accepted Your Policy Schedule.

### Proposal / Policy Schedule

These must be kept with the Policy booklet and contains Your details, details of the Vehicle and the Period of Insurance. Please check that the information contained in the Policy Schedule is correct and that it meets Your requirements. If it does not, please contact the Introducer who arranged this Policy for You or the Administrator.

### Eligibility

You will be eligible for cover if you have contract hired or leased a car or light commercial vehicle (LCV) weighing less than 3,500 kg (GVW), which:

- is less than 10 years old at the Policy start date;
  - has less than 100,000 recorded miles at the Policy start date;
  - has a purchase price of up to £125,000 (including factory and dealer fitted accessories endorsed by the manufacturer); and
  - is insured under a comprehensive motor insurance policy.
- This policy must be purchased within 180 days of the date when you took ownership of the Vehicle.
- **You** are the the authorised driver for the **Vehicle**;
  - **You** are the insured person and named as the policyholder in the **Motor Insurance Policy** for the **Vehicle**;
  - Any finance agreement secured on the **Vehicle** is in **Your** name and that the original amount financed is less than or equal to the **Vehicle** purchase price.

Certain use restrictions apply, please see the policy for details.

### Demands and needs

The customer named on the Policy Schedule has purchased a Vehicle and believes that this Policy would be beneficial to them. The customer has been advised of the details of cover, including the main benefits and exclusions and limitations of cover and they are not aware of any other policy that they currently have that makes this cover unsuitable. The customer is aware of their obligation to provide all material information and has made a reasoned decision based on the information provided in this Policy. The customer also has a period of 30 days after the commencement of the Policy to cancel the contract if they wish to reconsider their decision.

### Policy duration

Please see the Policy schedule for the duration of cover.

### Reviewing cover

You should review the cover provided by any product annually to ensure it remains adequate for Your needs.

### Law Applicable

Unless specifically agreed to the contrary prior to Policy inception, this Policy shall be subject to English Law.

### Language

This policy is written in English and all correspondence entered shall be in English.

### Cancellation by You

You have the right to cancel this Policy at any time. If this Policy is cancelled within the first 30 days, You will be entitled to a full refund providing no claims have been submitted.

If You wish to cancel Your Policy after 30 days and You do not wish to transfer it to a replacement Vehicle, You will be entitled to a pro-rata refund on the remainder of Your Policy which will be calculated monthly and is paid for each full month left to run. An administration fee of £35 will be applied if You decide to cancel Your Policy which reflects the administrative cost of arranging and cancelling this Policy. Should You wish to cancel Your Policy You will be required to send the request in writing to the Administrator and the £35 administration fee will be deducted from Your refund. We also require a copy of Your original sales invoice confirming purchase of this Policy and Your cancellation will then be processed and the refund will be paid by cheque made payable to the Policyholder.

If the purchase of this Policy was made by way of a Premium Financing Agreement and You wish to cancel, then in the first instance any rebate will be used to settle the Premium Financing Agreement and pay the administration fee and any amount remaining will then be rebated in the form of a cheque, made payable to the Policyholder.

If You have submitted any claims against Your Policy You will not be able to request a refund.

If You have transferred Your Policy to a replacement Vehicle, You will only be entitled to a refund of the original cost which does not include any administration fee paid for the transfer.

### Cancellation by Us

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 14 days after the date of the letter. If there has been no claim (or claim pending) We will calculate the Premium for the period You have been insured and refund any balance less an administration charge. If a claim has been submitted during the current Period of Insurance, no refund will be given.

### Complaints

Acasta European Insurance Company Limited aims to provide a first-class service always. The person who sold You the Policy should be able to address any issues or cause for concern in the first instance, and will be able to provide You with a copy of their complaints procedure.

If you have a cause for complaint, you should contact the Administrator, as above. Should you be dissatisfied with their response you may have the right to refer your complaint to the Financial Ombudsman Service. This right is in addition to your legal right as a consumer.

### The Financial Services Compensation scheme (FSCS)

The Insurer is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the Insurer is unable to meet their obligations under this insurance, an Insured Person may be entitled to compensation from the Compensation Scheme. The FSCS can be visited on the web at [www.fscs.org.uk](http://www.fscs.org.uk) or contacted by telephone on 0207 892 7300.

### Policy Transfer

This Policy only applies to You and is not transferable to any other person or business.

If during the first year of cover, the Vehicle is involved in an incident causing it to be written off by Your motor insurer and You get a replacement Vehicle on a "New for Old" basis, You can transfer the remaining duration of this Policy to Your replacement Vehicle free of charge, but subject to the conditions and eligibility criteria laid out in this Policy.

You may, at any time, transfer any remaining Period of Insurance on this Policy due to a change of Vehicle, upon payment of an administration fee and subject to the replacement Vehicle purchase price not exceeding 110% of the original Vehicle purchase price and meeting all other conditions and eligibility criteria laid out in this Policy.

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:

- details of the supplying dealer of the replacement Vehicle;
- a copy of the dealer sales invoice; (You cannot transfer this Policy to any Vehicle not purchased from a motor dealer)
- a copy of Your comprehensive Motor Insurance Policy;
- a copy of Your original Policy documentation;

- a covering note detailing Your request to transfer this Policy along with any information that needs to be taken into consideration such as personalised number plates.

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

The claim limit on any Policy transfer will be the claim limit on the original Vehicle. Any transfer is subject to approval by Us and an administration fee of £35 applies, made payable to the Administrator. If You have submitted any claims against Your Policy You will not be able to request a transfer.

## CONTRACT HIRE &amp; LEASING GAP (HIRE &amp; REWARD)



## POLICY SUMMARY

## DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy with a capital letter.

**Administrator and Claims Administrator:** The appointed Administrator, RA Claims Limited is appointed to administer this policy on behalf of the Insurer. Our address is V12B, Merlin Park, Ringtail Road, Burscough, Lancashire L40 8JY. Tel. 0161 505 1404. RA Claims Limited is an Appointed Representative of Rest Ashored Limited who are authorised and regulated by the Financial Conduct Authority (FCA No 732530). This can be checked by visiting the FCA's website at [www.fca.org.uk](http://www.fca.org.uk)

**Agreement:** The Contract Hire or Lease Agreement You entered when You agreed to contract hire or lease the Vehicle.

**Battery:** A number of cells connected together to provide the Vehicle's source of electricity, including any cooling mechanisms, temperature monitors, fuse, service plugs, relays or any other monitoring or management unit or system.

**Company:** The company that agreed to contract hire or lease the Vehicle to You under the terms of the Agreement.

**Consequential Loss:** The costs and losses which You and others may suffer or incur as a direct or indirect result of the event which led to Your claim, apart from the Insured Amount. For example, additional costs of transportation.

**Data Controller:** The Insurer, who determines the purposes and means of processing Your personal data.

**Glass's Guide:** A monthly trade publication recognised and used extensively throughout the motor vehicle industry to value used vehicles.

**Grey Import** means a Vehicle that was not built to European Union Vehicle type approved standards and/ or was not sold as new in the European Union by the manufacturer's official concessionaire or agent

**Insured Amount:** The difference between the Insured Value of Your Vehicle and the Outstanding Balance under Your Contract Hire or Leasing Agreement, subject to the Limit of Liability stated on the Policy Schedule.

**Insured Value:** The amount You receive under Your Motor Insurance Policy in respect of the insured Vehicle as a result of a Total Loss, or the Market Value of the insured Vehicle at the date of loss, whichever is the greater.

**Insured/You/Your:** The person who entered into the Agreement for the provision of the Vehicle forming the subject matter of this policy.

**Limit of Liability:** The maximum amount that can be claimed under this policy as stated on the Policy Schedule.

**Market Value:** The market value of the insured Vehicle, as determined by reference to the Glass's Guide retail value.

**Motor Insurance Policy:** A comprehensive motor insurance policy in respect of the Vehicle, which is effected and kept in force or replaced by a similar comprehensive motor insurance policy for the duration of the Period of Insurance.

**Motor Insurer:** The UK authorised and UK based insurance company that issued the comprehensive Motor Insurance Policy covering Your Vehicle.

**Negative Equity:** means any amount carried over from a previous finance agreement which is not directly linked to the purchase of the Vehicle insured by the Policy.

**Outstanding Balance:** The amount outstanding under the Agreement at the date of Total Loss:

- Plus, the projected future value of the Vehicle (balloon payment) as calculated by the Company, any rebates due to You, and any over payments made by You;
- Less any arrears, default or late payment charges, road tax, excess mileage charges, maintenance, recoverable VAT and the amount of any balloon payment which exceeds the future residual value noted in Glass's Guide for Your Vehicle at the start of this policy.

**Period of Insurance:** The term of cover, which shall not exceed 60 months from the start date of Your policy. Details regarding the duration of Your policy can be found on Your Policy Schedule.

**Policy Schedule:** Confirmation of cover confirming details of the Vehicle, Insured, Period of Insurance, type of policy selected and the Limit of Liability and containing the information provided to The Insurer or Administrator by the Insured or on their behalf before the start of this policy.

**Premium Financing Agreement** means a loan arranged by Rest Ashored Limited for the specific purpose of spreading the cost of the premium for this Policy.

**Territorial Limits:** The UK, the Isle of Man and the Channel Islands. The European Union (excluding the UK), Croatia, Iceland, Norway, Switzerland, Liechtenstein and Andorra are also within the Territorial Limits, but only if the Vehicle is not out of the UK for any more than 60 days in any 12 months of cover, and the cover available under Your Motor Insurance Policy when the Vehicle is in the European Union (excluding the UK), Croatia, Iceland, Norway, Switzerland, Liechtenstein and/or Andorra is the same as or equivalent to the cover You would have enjoyed if the Vehicle had been in the UK, the Isle of Man and/or the Channel Islands.

**The Insurer / We / Us / Our:** Acasta European Insurance Company Limited, 5/5 Crutchett's Ramp, Gibraltar GX11 1AA.

**Total Loss:** Where an Insured person has claimed under their Motor Insurance Policy, the claim has been settled, and the Vehicle has been surrendered to the Motor Insurer or otherwise.

**UK:** The United Kingdom of England, Scotland, Wales and Northern Ireland.

**Vehicle:** Any vehicle or electric vehicle (including the leased Battery assigned to the Vehicle) registered and principally used in the UK, having a maximum purchase price up to £125,000 (including factory and dealer fitted accessories endorsed by the manufacturer), which is less than ten years old and has recorded mileage of less than 100,000 miles on the start date of Your policy.

## TERMS &amp; CONDITIONS

## WHAT IS COVERED

You have completed an application and agreed to pay the required premium to the Administrator. In return, and subject to the terms and conditions of this policy, if a Total Loss of the insured Vehicle occurs within the Territorial Limits during the Period of Insurance, We will pay the difference between the Insured Value of Your Vehicle and the Outstanding Balance under Your Contract Hire or Leasing Agreement. The maximum amount we will pay will not exceed the Limit of Liability (including VAT).

## GENERAL EXCLUSIONS

The Insurer will not be liable for any claim for: -

1. Loss or damage caused by or arising from:
  - i. the intentional act or wilful neglect of the Insured,
  - ii. experiments involving the imposition of any abnormal conditions on the insured Vehicle.
2. Loss of use of the insured Vehicle or Consequential Loss of any nature whatsoever.
3. Penalties for delay or detention or in connection with guarantees of performance or efficiency, which is directly or indirectly caused by or is a result of:
  - i. earthquake,

- ii. war, terrorism, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power confiscation, or nationalisation,
- iii. riot or civil commotion outside England, Scotland, Wales, the Isle of Man and the Channel Islands.
4. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any Consequential Loss.
5. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to be or arising from ionising radiations or contamination by radioactivity from the combustion of nuclear fuel.
6. For damage caused by pressure waves of an aircraft or other aerial device travelling at sonic or supersonic speed.
7. For liability, which attaches by virtue of an agreement, but which would not have attached if the agreement did not exist.
8. Where an insured Vehicle has been used:
  - i. for racing, pace making, speed testing, reliability trials or any off-road use,
  - ii. as a short-term self-drive car,

## EXCLUSIONS

This insurance does not cover:

1. Vehicles:
  - 1.1. which have been modified in any way from the manufacturer's specification where such modification
    - a) increases the insurance group applicable to the vehicle and/or
    - b) decreases the value of the vehicle;
  - 1.2. which are owned 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;
  - 1.3. over 3500kg gross weight;
  - 1.4. of the following makes are excluded: Bristol, Bugatti, Cosworth, DeTomaso, Dorchester, Ginetta, Hummer, Honda NSX models, Lamborghini, Lotus, Maserati, Maybach, Marcos, Noble and Vans above 3500kgs. Kit cars, Grey Imports and any American make of Vehicle unless manufactured as right-hand drive for the UK market. Any Vehicle not mentioned in Glass's Guide, Commercial Vehicles over 3500kgs GVM, emergency Vehicles, taxis, driving school Vehicles, buses, invalid carriers or Vehicles which have been modified other than in accordance with the manufacturer's specifications and any make of Vehicle not built for principle sale in the UK.

# CONTRACT HIRE & LEASING GAP (HIRE & REWARD)



## TERMS & CONDITIONS

### EXCLUSIONS

This insurance does not cover:

- 2 Any Total Loss/Write Off:
  - 2.1. where the Total Loss/Write Off occurred before the inception of this Policy or a Policy transfer;
  - 2.2. of whatsoever nature arising directly or indirectly, in whole or in part, due to any actor omission which is wilful, unlawful or negligent on Your or the driver of the Vehicle's part.
  - 2.3. any liability directly or indirectly caused by, or contributed to by, or arising from: ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component;
  - 2.4. or damage or liability occasioned by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power;
  - 2.5. or damage, liability or bodily injury arising directly or indirectly from pollution or contamination;
  - 2.6. or damage, cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism or in any way relating thereto. For the purpose 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 organisation(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. Losses caused by or resulting from riot, attending a strike, civil commotion and malicious damage are also excluded hereunder.
3. VAT where You are VAT registered.
4. Any costs incurred in excess of or outside the liability under this Policy including any form of consequential loss.
5. If the Vehicle is stolen by any person having access to the keys of the Vehicle unless taken by force or violence.
6. Any Total Loss/Write Off which is not subject of an indemnity settlement under the accidental damage, fire or theft sections of a Motor Insurance Policy.
7. Any Total Loss/Write Off by accident where the driver of the Vehicle is under the influence of alcohol, drugs not prescribed by a registered medical practitioner, or drugs prescribed by a registered medical practitioner where a warning against driving has been given.
8. Additional costs within the contract hire or lease contract agreement settlement for anything other than the purchase of the Vehicle. This includes but is not limited to; motor insurance, warranty, payment protection, recovery, administration charges, option to purchase charges, late payment charges and arrears, or early settlement charges.
9. If any misrepresentation or concealment is made by You or on Your behalf in support of obtaining this Policy or any claim on this Policy.
10. Any loss for additional purchases at the time of purchase of the Vehicle including but not limited to; road fund license, insurance premiums including the Policy, optional extras - car mats, CD players etc.
11. Where there is Negative Equity included within the lease / finance value, any Negative Equity will be deducted from the settlement figure.
12. Where You have failed to notify Us of the transfer or where the Vehicle transfer has been rejected.

13. Where a claim is settled with an amount between the motor insurer settlement and the purchase invoice price, any additional finance and other charges which inflate the original purchase invoice price of the Vehicle will be deducted e.g. insurance and warranty premium and fees.

### CLAIMS CONDITIONS

#### 1. Making a Claim

All claims MUST be made within thirty days of the Total Loss / Write Off occurring. The claim notification telephone number is 0161 505 1404.

#### 2. Protect the Damaged Vehicle

You must take all reasonable steps to safeguard the Vehicle in the event of any damage occurring to the Vehicle and minimise the potential loss.

#### 3. Malicious Damage and Theft

In the case of malicious damage or theft, You must report the incident to the Police and advise Us of Your valid crime reference number.

#### 4. Claims Procedure

A detailed claims procedure is shown herein. You must follow this procedure, failure to do so may result in non-payment of Your claim.

#### 5. Salvage

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

#### 6. Use of Engineers

At notification of any claim We reserve the right to instruct an independent engineer to inspect the Vehicle before authorising any claim. Any decision on liability will be withheld until this report is received. When this right is exercised, We shall have no liability for any loss to You arising from any possible delay.

#### 7. Subrogation

We may at Our sole option take any steps in Your name against any person including but not limited to Your Motor Insurance Policy insurer to recover any money We pay in settlement of Your claim. You must give Us all assistance necessary. We may also at Our option take over negotiations with Your Motor Insurance Policy Insurer with respect to Your Total Loss / Write Off claim.

#### 8. Offer of Settlement

If You accept an offer of settlement in respect of a Total Loss / Write Off claim from Your Motor Insurance Policy without gaining acceptance from the Administrator We will settle Your claim using the Market Value.

#### 9. Policy Transfer

This Policy only applies to You and is not transferable to any other person or business.

### HOW TO MAKE A CLAIM

If Total Loss / Write Off occurs, please help the Claims Office by reporting Your claim according to the following procedure.

1. Contact the Claims Office prior to accepting an offer of settlement from Your Motor Insurer. The claim notification telephone number is 0161 505 1404.
2. For Claims Authorisation, You must:
  - provide Your Policy number and Vehicle details; and
  - advise the cause of Total Loss / Write Off.
3. No benefit shall become payable under this Policy until We have received proof to Our satisfaction of:
  - payment of the appropriate premium in respect of the Policy;
  - the payment of the claim for Total Loss / Write Off under the Motor Insurance Policy;
  - evidence of the Total Loss / Write Off and the Insured Value as at the date of Total Loss / Write Off;
  - Your Policy number and Vehicle details;
  - cause of Total Loss / Write Off.

- a valid crime reference number in the case of malicious damage or theft;
- Your contact and payment details for reimbursement;
- Details of the outstanding contract, lease or finance arrangement including the outstanding balance, remaining term, interest charges etc;
- Your original invoice detailing the purchase price; and
- any other evidence which may be reasonably required by Us.

### TERMINATION

The insurance provided here under will automatically terminate on the occurrence of one of the following: -

1. The natural expiry date of this policy;
2. The date on which the Vehicle is repossessed by, or returned to, the Company;
3. Payment of a claim under this policy;
4. The date on which You cease to be indebted to the Company for any reason;
5. The first date on which You miss a payment due under the terms of this policy;
6. The date on which this policy is cancelled.

### SPECIFIC CONDITIONS BEST ENDEAVOURS

You must, prior to the acceptance of any claim hereunder, demonstrate to our satisfaction that You have used Your best endeavours to obtain the maximum settlement under Your Motor Insurance Policy. If You accept an offer of settlement from Your Motor Insurer of less than the current Market Value of the Vehicle, We may calculate the amount we will pay You using the current Market Value of the Vehicle according to Glass's Guide at the time of the loss, instead of the amount paid to You by Your Motor Insurer.

### PERIOD OF INSURANCE

The Period of Insurance is set out in the Policy Schedule. We reserve the right to refuse to renew the insurance. Cover will be provided for a period of up to a maximum of 5 years.

### THIRD PARTIES

Except for other members of the Acasta group of companies, a person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any term of this Policy, but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

You must tell Us If You have other insurance that provides the same or similar types of cover as this Policy. We will not pay more than Our share of any claim if this is covered by other insurance.



# CONTRACT HIRE & LEASING GAP (HIRE & REWARD)



## TERMS & CONDITIONS

### DATA PROTECTION

We are the Data Controller for the data You provide to Us. We need to use Your data in order to arrange Your insurance and associated products.

You are obliged to provide information without which We will be unable to provide a service to You. Any personal information provided by You may be held by the Insurer in relation to Your insurance cover. It may be used by Our relevant staff in concerning Your insurance and for the purpose of servicing Your cover and administering claims.

Information may be passed to loss adjusters, solicitors, reinsurers or other service providers for these purposes. We may obtain information about You from credit reference agencies, fraud prevention agencies and others to check Your credit status and identity. The agencies will record Our enquiries, which may be seen by other companies who make their own credit enquiries. If You provide false or inaccurate information and We suspect fraud, We will record this.

We and other organisations may use these records to:

- Help make decisions on insurance proposals and insurance claims, for You and members of Your household
- Trace debtors, recover debt, prevent fraud, and manage Your insurance policies
- Check Your identity to prevent money laundering, unless You furnish Us with satisfactory proof of identity.

We process all data in the UK but where We need to disclose data to parties outside the European Economic Area (EEA) We will take reasonable steps to ensure the privacy of Your data. In order to protect Our legal position, We will retain Your data for a minimum of 7 years. We have a Data Protection regime in place to oversee the effective and secure processing of Your data. Under GDPR legislation, You can ask Us for a copy of the data We hold, have it corrected, sent to a third party or deleted (subject to Our need to hold data for legal reasons). We will not make Your personal details available to any companies to use for their own marketing purposes. If You wish to complain about how We have handled Your data, You can contact Us and We will investigate the matter. If You are not satisfied with Our response or believe We are processing Your data incorrectly You can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

### CHANGES TO THIS POLICY

We shall not change the terms and conditions of this Policy without notifying You in writing first.

We may need to change the terms and conditions of this Policy because of a change in the law or to regulations.

You may make a request to the Administrator to make changes to this Policy.

### CANCELLATION

#### Cancellation by You

If You find that this insurance does not meet Your needs, please contact Our Administrators, in writing, within 30 days of receiving the Policy Schedule and We will cancel cover and You will receive a full refund of any premium paid and cover under this insurance will cease from the date of delivery or posting of the notice of cancellation. There will be no refund of premium if You have already made a claim.

If You wish to cancel this insurance at any time after the 30-day period, You can do so by giving immediate written notice to the Administrators. Although no rebate of any premium paid will be given, You can transfer the remaining term of this policy to any replacement vehicle that You purchase, so long as it meets the eligibility criteria of this policy. Please see "Transfer of Cover" in this policy for full details.

If the purchase of this Policy was made by way of a Premium Financing Agreement and You wish to cancel at any time, then in the first instance any rebate will be used to settle the Premium Financing Agreement and any amount remaining will then be rebated in the form of a cheque, made payable to the Policyholder.

#### Cancellation by Us

We may cancel this insurance (and there will be NO refund of any premium paid), if in Our opinion You have at any time:

- Knowingly or recklessly given Us false or incomplete information
- Agreed to help anyone try to take money from Us dishonestly,
- Failed to meet the terms and conditions of this insurance; or
- Failed to act honestly towards Us.

We may also cancel this insurance at any time, by giving You at least 14 days' written notice to Your last known address and You will receive a pro-rata refund of any premium paid (so long as no claim has been made), if there is a change in the law or regulation or due to such We are unable to continue to provide this Insurance.

### APPLICABLE LAW

This Policy is subject to the law of England and Wales.

### ASSIGNMENT

We may transfer, charge, mortgage, subcontract or deal in any other manner with all or any of Our rights or obligations under this Policy. You may not transfer or assign this Policy.

### SEVERANCE AND WAIVER

If any court or competent authority finds that any provision of this Policy (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Policy shall not be affected.

If any invalid, unenforceable or illegal provision of these Insurance Policy terms and conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable and, to the greatest extent possible, achieves the parties' original intention.

Failure to exercise, or any delay in exercising, any right or remedy provided under this Policy by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy. No single or partial exercise of any right or remedy provided under this Policy or by law shall preclude or restrict the further exercise of that right or remedy.

A waiver (which may be given subject to conditions) of any right or remedy provided under this Policy or by law shall only be effective if it is in writing. It shall apply only to the party to whom it is addressed and for the specific circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.

Unless specifically provided otherwise, rights arising under this Policy are cumulative and do not exclude rights provided by law.

### COMPLAINTS PROCEDURE

If you have a cause for complaint, you should contact the Administrator, as above. Should you be dissatisfied with their response you may have the right to refer your complaint to the Financial Ombudsman Service. This right is in addition to your legal right as a consumer.

### COMPENSATION SCHEME

The Insurer is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the Insurer is unable to meet their obligations under this insurance, an Insured Person may be entitled to compensation from the Compensation Scheme. The FSCS can be visited on the web at [www.fscs.org.uk](http://www.fscs.org.uk) or contacted by telephone on 0207 892 7300.

### TRANSFER OF COVER

If You sell the Covered Vehicle, You may apply to Us to keep the policy and transfer it to Your new vehicle, so long as the new Vehicle meets all of the same eligibility criteria, but You must, at Your own expense, provide the Administrator with:

- a copy of the receipt detailing the new vehicle purchase, which should list the vehicle details (including but not limited to vehicle registration, make, model, supplying dealer, date of purchase and mileage at time of purchase);
- a copy of the V5 transfer document from the vehicle's previous owner to You;
- a £15 transfer fee to the Administrator.

Any Policy transfer request must be registered with Our Administrator within 30 days of the Vehicle sale; any transfer request outside of this period will be refused. Any transfer is subject to these original terms and conditions.