

# Motorpoint Asset Protection Insurance



## Terms and Conditions

This insurance is arranged and administered by AutoProtect (MBI) Limited of Warwick House, Roydon Road Harlow, Essex, CM19 5DY. AutoProtect (MBI) Limited is authorised and regulated by the Financial Conduct Authority.

The insurance is underwritten by Lloyd's Syndicate 5820 which is managed by ANV Syndicates Limited. ANV Syndicates Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

## Insurer's Liability

This insurance is underwritten 100% by a Lloyd's syndicate, and each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total liability for the syndicate, which is the total of the proportions underwritten by all the members of the syndicate taken together. A member is liable only for that member's proportion and is not jointly liable for any other member's proportion.

The business address of each syndicate member is Lloyd's, 1 Lime Street, London EC3M 7HA. The identity of each member and their respective proportion may be obtained by writing to Market Services, Lloyd's, at this address.

## Certification of Cover

This Policy Document combined with your proposal/policy schedule certifies that insurance has been effected between you and us. In return for payment of the premium we agree to insure you in accordance with the terms and conditions contained in and endorsed on these documents. We (the Insurer) have entered into a Binding Authority Contract reference number EW199 with AutoProtect (MBI) Limited (the Administrator) under which we authorise AutoProtect (MBI) Limited to sign and issue these documents on our behalf.

Signed by

Prakash Chandarana  
Company Secretary  
AutoProtect (MBI) Limited

## Important

Please keep this Policy Document, together with your proposal/policy schedule, in a safe place so you can read it again if you need to.

## 1. Introduction

- 1.1. **What is Asset Protect Insurance?** In brief it covers you in the event your vehicle is declared a total loss and this causes financial loss which is not met by your motor insurance. The cover varies according to how you financed your vehicle, as below:
  - 1.1.1. For a vehicle that is not financed but paid for as a cash transaction it makes up any shortfall between the total loss settlement by your motor insurer) and the price you paid for it.
  - 1.1.2. For a vehicle that is purchased using a finance agreement it makes up any shortfall between the total loss settlement by your motor insurer and the greater of the outstanding finance settlement on your vehicle or the price you paid for it.  
**\*Please note.** We will only pay the element of the outstanding balance that relates directly to the price of the vehicle. See the definition of 'finance settlement' in Section 11.
- 1.2. **General Enquiries & Claims** The administrators are appointed by us to handle all claims under this insurance. Their telephone number is 01279 456 519. More details can be found in Section 7, How to Make a Claim.
- 1.3. **Language** Certain words throughout this document have specific meanings and are shown in italics. These are listed and defined in section 11. All insurance documents and all communications with you about this policy will be in easy to understand English. If you have any disability that makes communication difficult, please tell AutoProtect (MBI) Limited and they will be pleased to help. Contact details are shown in Section 9.
- 1.4. **Insurance Documents** Please ensure you keep your proposal/policy schedule together with this policy document in a safe place. It contains your details, details of the vehicle and the period of insurance. Please check that the information contained in the proposal/policy schedule is correct and that it meets your requirements. If it does not, please contact the retailer who arranged this insurance for you, or the administrators.

## 2. Eligibility

You can apply for this policy if at the date it starts;

- 2.1. You are the owner of the vehicle.
- 2.2. You are the insured person and named as the policyholder in the motor insurance policy for the vehicle.
- 2.3. Any finance agreement secured on the vehicle is in your name.
- 2.4. You have notified us of any vehicle transfer and your replacement vehicle does not exceed the invoice price for the original vehicle. For information on this please contact the administrators.
- 2.5. You must be a permanent resident of the United Kingdom unless posted to a combat zone as a serving member of HM Armed Forces.

## 3. What is covered

If within the period of insurance and within the territorial limits an incident occurs which results in the vehicle being a total loss under your motor insurance policy, this insurance will pay:

- 3.1. For a vehicle that is not financed but paid for as a cash transaction it makes up any shortfall between the total loss settlement by your motor insurer and the purchase invoice price you paid for it.
- 3.2. For a vehicle that is purchased using a finance agreement the difference between the purchase invoice price of the vehicle; (or if greater the finance settlement) and the total loss settlement paid under your motor insurance policy.

All the above will include the motor insurance policy excess up to an amount of £250.

Only one claim can be made under the policy during the period of insurance and the maximum benefit covered under the policy is the amount stated in your proposal/policy schedule.

## 4. What is not covered

- 4.1. Any excluded vehicles.
- 4.2. Any total loss of whatsoever nature arising directly or indirectly, in whole or in part, due to any act or omission which is wilful, unlawful or negligent on your or the driver of the vehicle's part.
- 4.3. Any total loss if the vehicle is stolen by any person having access to the keys of the vehicle unless taken by force or violence.
- 4.4. Any total loss which is not subject of an indemnity settlement under the accidental damage, fire or theft sections of the motor insurance policy.
- 4.5. Any total loss as a result of an 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.
- 4.6. Additional costs within the finance settlement for anything other than the purchase of the vehicle. This includes but is not limited to; administration charges, option to purchase charges, late payment charges and arrears, early settlement charges.
- 4.7. Where there is negative equity included within the finance settlement, any negative equity will be deducted from the claim settlement figure.
- 4.8. Where you have failed to notify us of the vehicle transfer or where the vehicle transfer has been rejected.
- 4.9. Any excess deducted under the motor insurance policy which is more than £250;
- 4.10. Any recoverable Value Added Tax (VAT) where you are VAT registered;
- 4.11. Any claim resulting in any way from:
  - 4.11.1. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind;
  - 4.11.2. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- 4.12. Where the premium has not been fully paid, the settlement will be reduced by the outstanding instalments due.
- 4.13. Any Vehicle that is subject to a contract hire or lease agreement.

## 5. Conditions and limitations

You must comply with the following conditions to have the full protection of the policy. If you do not comply with them we may at our option cancel the policy or refuse to deal with your claim or reduce the amount of any claim payment.

- 5.1. **Duty of Care** You must not continue to drive the vehicle after any damage or incident if this could cause further damage to the vehicle. You have a duty of care to mitigate any loss following such incident.
- 5.2. **Disclosure of Important Information** When you applied for this insurance, and/or when you applied to make any change to the cover, you were asked a number of questions. We relied on all of the answers to these questions to decide the terms, including the premium to be charged, upon which we offered you cover or amended cover. It is therefore essential that all of the answers you gave were truthful, complete and accurate to the best of your knowledge. If any of your answers are later found to be incorrect, incomplete or misleading, this could lead to your insurance being declared invalid, and/or to your claim not being paid or not being paid in full. For your continued protection you should tell us immediately of any changes to this information, in particular a change of address or any vehicle modification. We will then advise you of any changes in terms.
- 5.3. **Policy Transfer**
  - The 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 will be issued with a new policy of the same duration as your existing cover. You may then subsequently transfer, at any time, any remaining period of insurance on the policy due to a further change of vehicle, on payment of an administration fee and subject to the replacement vehicle purchase price not exceeding the current price band of the original vehicle and meeting all other conditions and eligibility criteria in this policy.
  - If you wish to transfer the policy to a replacement vehicle you must contact the administrator within 7 days of the replacement vehicle purchase with the following information:
    - details of the supplying dealer of the replacement vehicle;
    - a copy of the dealer sales invoice;
    - a copy of your motor insurance policy;
    - a copy of your original GAP policy documentation;
    - a cover note detailing your request to transfer the policy, along with any information that needs to be taken into consideration such as personalised number plates.

- Please note that any transfer is only valid if 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. An administration fee of £35 applies, made payable to AutoProtect (MBI) Limited, and is subject to approval by us. If you have submitted any claims on your policy you will not be able to request a transfer.

#### 5.4. **Acceptance of Motor Insurer's Offer**

This insurance covers you for the difference between the total loss settlement by your motor insurer and either the outstanding balance under your finance agreement or what you paid for it.

It is important that you understand that, if you accept an offer of settlement from the motor insurers, the settlement figure they agree with you may be less than the current market value of your vehicle.

If you accept an offer of settlement in respect of a total loss claim on your motor insurance policy without gaining acceptance from the administrators we will settle your claim using the market value.

In order to avoid the use of market value we may also at our option negotiate with the motor insurance policy insurer on your behalf. If on negotiation the offer of settlement does not change then we will settle based on the difference between total loss settlement by your motor insurer and what you paid for the vehicle.

If your motor insurer offers you a replacement vehicle on "New for Old" basis and you choose to decline this offer then we will settle your claim using the market value. In the event that you do not utilise the offer of a brand new replacement vehicle or replacement vehicle from your motor insurer you must be aware that this may result in no benefit being paid to you in the event of a total loss.

In the event you retain the vehicle after settlement of the Motor Insurance Policy we reserve the right to reduce the settlement under your policy by the value of the vehicle retained by you.

## 6. Cancellation

You have the right to cancel the policy at any time.

- 6.1. If you wish to cancel the policy within the first 30 days, you must contact the retailer who sold you the policy. If the policy is cancelled within the first 30 days of receiving it (cooling off period) you will be entitled to a full refund of the premium as long as you have not made a claim and do not intend to make a claim.
- 6.2. If you wish to cancel your policy after 30 days and you do not wish to transfer the policy to a replacement vehicle, you will be entitled to a pro-rata refund on the remainder of your policy. This will be calculated monthly and is paid for each full month left to run, and an administration fee of £35 will be deducted to reflect the administrative cost of arranging and cancelling the policy. Should you wish to cancel your policy you will be required to send the request in writing to AutoProtect (MBI) Limited with:
  - 6.2.1. A cheque for £35 made payable to AutoProtect (MBI) Limited;
  - 6.2.2. A copy of your original sales invoice confirming purchase of the policy.
- 6.3. If the policy has not been paid in full, you will be entitled to a pro-rata refund on the amount you have paid under the instalment plan less the administration fee of £35.

## 7. How to make a claim

If total loss occurs report your claim using the following procedure:

- 7.1. Contact the administrators and notify us of your claim within 90 days of the total loss.
- 7.2. For claims authorisation, you must provide:
  - your policy number and vehicle details;
  - the cause of the total loss;
  - an itemised repair/replacement cost estimate and a fully completed claim form;
  - your finance agreement if applicable, or your original invoice detailing original purchase price etc if you did not use a finance agreement to fund the vehicle purchase;
  - proof of payment of the appropriate premium or premium instalment in respect of the policy via a supplementary invoice supplied by the retailer;
  - proof of payment of the claim for total loss under the motor insurance policy;
  - a valid crime reference number in the case of malicious damage or theft;
  - details of the finance settlement amount including the outstanding balance, remaining term, interest charges etc.

## 8. Claims conditions

You must comply with the following conditions to have the full protection of your policy. If you do not comply with them, we may at our option cancel the policy, refuse to deal with your claim, or reduce the amount of the claims payment:

- 8.1. **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 claim.
- 8.2. **Other insurance** If you were covered by any other insurance for the same benefit we will only pay our share of the claim.
- 8.3. **Disposal** We accept no liability for the responsible disposal of the vehicle or its salvage in any event;
- 8.4. **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.
- 8.5. **Fraudulent claims or misleading information** We take a robust approach to fraud prevention. If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by you or anyone acting on your behalf to obtain benefit under this insurance, your right to any benefit under this insurance will end, your cover will be cancelled and we will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. We may also inform the police.

## 9. Customer service & complaints

This complaints procedure does not affect your legal rights.

### 9.1. Questions or complaints about the sale of your policy

If you have a question or concern about, or you wish to make a complaint about, how your policy was sold to you (including the information you were given before you bought the policy), or about the general service you received, please in the first instance contact your retailer.

If you remain dissatisfied you may refer the matter directly to the Financial Ombudsman Service (contact details are given below).

### 9.2. Questions or complaints about the service from the administrators.

The aim is to provide you with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that you may have. If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact:

#### **The Managing Director**

AutoProtect (MBI) Ltd.  
Warwick House, Roydon Road,  
Harlow CM19 5DY  
Telephone: 01279 456 519

In the event that you remain dissatisfied you can do so at any time by referring the matter to the Policyholder and Market Assistance team at Lloyd's. Their address is:

#### **Lloyd's**

Policyholder & Market Assistance  
Lloyd's Fidentia House  
Walter Burke Way  
Chatham Maritime Kent  
ME4 4RN

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Telephone: +44 (0)20 7327 5693  
Fax: +44 (0)20 7327 5225

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at <http://www.lloyds.com/complaints> and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. The address is:

**The Financial Ombudsman Service**

Exchange Tower,  
London, E14 9SR.

Telephone Number: 0800 0234 567 (calls to this number are normally free for people ringing from a "fixed line" phone, but charges may apply if you call from a mobile phone).

Telephone Number: 0300 1239 123 (calls to this number are charged at the same rate as 01 or 02 numbers on mobile phone tariffs).

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Further details will be provided at the appropriate stage of the complaints process.

## 10. Legal and regulatory information

- 10.1. **Premiums and claims - your rights** When handling premium payments from you that are due to us, and when handling any premium refund due to you, the administrators and your retailer (if you paid the premium to your retailer) act as our authorised agents. This means that when you pay a premium to the administrators or your retailer it is deemed to have been received by us, and that any premium refund paid by the administrators or your retailer is not deemed to have been paid until you have received the payment. Also when the administrators handle a claim you make on this policy they act as our authorised agents. This means that any valid claim you make with the administrators which is to be settled by a payment, is not deemed to have been settled until you have received the payment.
- 10.2. **The law & legal proceedings applicable to this insurance** Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both you and we may choose the law which applies to this contract, to the extent permitted by those laws. Unless you and we agree otherwise, the law which applies to this contract is the law which applies to the part of the United Kingdom in which you live. Any legal proceedings between you and us in connection with this contract will, therefore, only take place in the courts of the part of the United Kingdom in which you live.
- 10.3. **Data Protection** Information you supply may be used for the purposes of insurance administration by the Data Controller (as defined under the Act). It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing compliance with any regulatory rules/codes. Your information may also be used for crime prevention. For any of these purposes, your information may be transferred to countries that do not have stringent data protection laws. If this is necessary, the Data Controller will seek assurance from that party as to the security surrounding the handling of your information before it proceeds. If you give information about another person, in doing so you confirm that they have given you permission to provide it to the Data Controller and for the Data Controller to be able to process their personal data (including any sensitive personal data).

On payment of the appropriate fee, you have the right to access and if necessary rectify information held about you (this is known as a Subject Access Request). Please contact our Compliance officer, in writing, to exercise these rights. In assessing any claims made, we, or our companies or agents, may undertake checks against publicly available information (such as electoral roll, County Court Judgments, bankruptcy or repossessions). Information may also be shared with other insurers either directly or via those acting for us (such as loss adjusters or claims investigators).

When your insurance ends all information held about you (including information held on systems) will be destroyed or erased after a period of 7 years. The Data Controller's associated companies and agents will be advised to do the same. Personal Data held on customers may be used for research and statistical purposes but only with the explicit consent of the customer would this take place.

To assess the terms of the policy or handle claims which arise, we may need to collect data which the Data Protection Act defines as sensitive (such as medical history, criminal convictions or employment records). Data protection laws impose specific conditions in relation to sensitive information including, in some circumstances, the need to obtain your explicit consent before we process the information. When you apply for this insurance, consent is given to the processing and transfer of information described in this notice by us and our agents. Without consent, we would not be able to offer this insurance.

**10.4. FINANCIAL SERVICES COMPENSATION SCHEME** We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we are unable to meet our obligations to you under this contract. Further information can be obtained by writing to The Financial Services Compensation Scheme, 10th Floor, Beufort House, 15 St Botolph Street, London EC3A 7QU or visit the Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## 11. Definitions

Certain words throughout this document are defined words and are shown in *italics*. These are listed and defined below.

"Administrators" means AutoProtect (MBI) Limited, Warwick House, Roydon Road, Harlow, Essex CM19 5DY. Telephone: 01279 456 519 "Cover Start Date" means the start date of cover shown on the proposal/policy schedule. "Date of loss" means the date of the incident to the vehicle in respect of which a total loss claim is subsequently paid under the motor insurance policy.

"Excluded vehicles" means any which:

- Have been modified in any way from the manufacturer's specification;
- 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;
- Are used for hire or reward, taxis, racing, pace making, speed testing, reliability trials, rallying, or vehicles used for any other competitive event;
- Are over 5000kg gross weight;
- Are of the following makes: Aston Martin, Bentley, Bristol, Bugatti, Cosworth, De Tomaso, Dorchester, Ferrari, Ginetta, Hummer, Honda NSX models, Lamborghini, Lancia Thema, Lotus, Maserati, Maybach, Mitsubishi 3000GT, Marcos, Noble, Rolls Royce, TVR and Vans above 5000kgs GVM. Kit cars.
- Are emergency vehicles, driving school vehicles, buses, scooters, motorcycles, invalid carriers or vehicles which have been modified other than in accordance with the manufacturers specifications and any make of vehicle not built for principle sale in the UK.;
- Are grey imports;
- Are left hand drive, and any American make of vehicle unless manufactured as right hand drive for the UK market;
- Are not mentioned in Glass's Guide

"Finance agreement" means the agreement between you and the finance company for the purchase of the vehicle. "Finance company" means any finance company or any other lender with whom you have agreed a finance agreement.

"Finance settlement" is the amount you require to settle the element of your finance agreement that relates to the purchase invoice price.

N.B. If you borrowed more than the purchase invoice price on the finance agreement, you will still have an outstanding balance after we have settled your claim. For example you may have borrowed to pay for insurance premiums, road fund licence, new vehicle registration fee, fuel, paintwork and/or upholstery protection kits, and we would not pay any outstanding balance relating to such items.

"Glass's Guide" is an independent vehicle value guide published monthly by glass's information services limited, used by the insurance industry in assessing vehicular values.

"Grey import" means any a vehicle that was not built to EU vehicle type approved standards and/or was not sold as new in the EU by the manufacturer's official concessionaire or agent.

“HM Armed Forces” means regular members of the Royal Navy, Royal Marines, Royal Air Force and Regular Army which will include Ghurkhas and Reserve Forces

“Instalment Plan” means a process by which payment for your policy is made in instalments over a fixed period of time.

“Market value” means the Retail Transacted Value in Glass’s Guide for the cost of replacing the vehicle with one of the same make, model trim level, recorded mileage and overall condition. We reserve the right to have an independent valuation undertaken should the specification not be available within Glass’s Guide or it is suspected that the condition of the vehicle is such that this would affect the Glass’s Guide value. 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.

“Motor Dealer” means a vehicle dealership or vehicle local distribution business that sells new or used vehicles at the retail level, based on a dealership contract with a manufacturer or its sales subsidiary. It employs automobile salespeople to sell their automotive vehicles. It may also provide maintenance services for vehicles, and employ automotive technicians to stock and sell spare automobile parts and process warranty claims. “Motor insurance policy” means a comprehensive motor insurance policy issued by an authorised UK motor insurer which insures against accidental loss of or damage to the vehicle throughout the period of insurance. Note: motor trade insurance policies of any type are excluded. “Negative equity” means an amount carried over from a previous finance agreement which is not directly linked to the purchase of the vehicle insured by the policy. “Period of insurance” means the period from the date of commencement, as shown in the policy schedule, until the earliest of the following dates:

- The policy reaches natural expiry after the duration shown in your policy schedule;
- The vehicle is no longer in your possession and you do not notify us of a transfer;
- You submit a valid claim against the policy;
- Any monthly instalment on finance for the policy premium is not paid in full;
- You choose to cancel the policy.

“Proposal/Policy Schedule” means the document which forms part of the insurance contract between you and us. It contains your name, address and details of the level of cover provided.

“Premium” means the amount shown in the Proposal/Policy Schedule

“Purchase invoice price” is the price paid by you for the vehicle (including all factory fitted accessories) and after any discount given but does NOT include, new vehicle registration fee, fuel, paintwork and/or upholstery protection kits, insurance premiums (including the premium for this policy), any finance arrears and any such associated costs and any negative equity. We will include the cost of a vehicle warranty and make a contribution of up to £100 towards road fund licence costs.

“Retailer” means the party, person or company who has arranged this insurance on your behalf

“Territorial Limits” means the area in which the policy is effective and are the UK, Northern Ireland, the Isle of Man, the Channel Islands, member countries of the European Community and any other country for which an International Motor Insurance Green Card in respect of the vehicle is effective at the date of loss. The vehicle can only be used outside of the UK for a maximum of 90 days per year.

“Total loss” means when the vehicle is either stolen and not recovered, or is deemed beyond economic or constructive repair under your motor insurance policy, following material damage or fire. “Vehicle” means the vehicle specified in your proposal/policy schedule It can be any vehicle registered and principally used in the UK, having a maximum purchase price (including manufacturer approved accessories fitted by the dealer up to £1,500) of £200,000 which is the subject of a finance agreement or cash purchase and which is less than 10 years old on the date of purchase of the vehicle and of the commencement of any associated finance agreement. The vehicle cannot be an excluded vehicle.

“War” means:

- (a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (b) any act of terrorism, or
- (c) any act of war or terrorism involving the use of or release of a threat to use any nuclear weapon or device or chemical or biological agent

“We/Us/Our” means Lloyd’s Syndicate 5820 which is managed by ANV Syndicates Limited. We are the insurer for your Asset Protection policy.

“You/Your/Yourself” means the registered keeper of the vehicle.