

Motorpoint Asset Protection Insurance

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 a 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* read *Your Policy Schedule* together with this policy document and keep them in a safe place. This policy wording includes important details about the cover provided and any exclusions that may apply. It 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, or if *You* have any questions, please contact the retailer who arranged this insurance for *You*, or AutoProtect. Please note words which appear with a Capital letter have the meanings given to them in the Definitions section of this policy wording.

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 you should contact us prior to accepting an offer of settlement from your motor insurer. If you do accept an offer of settlement from your motor insurer before contacting us we may at our option negotiate with the *motor insurance policy* insurer on your behalf.

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 charged to reflect the administrative cost of cancelling the policy.

Should you wish to cancel your policy you will be required to submit the request and make the payment via the AutoProtect claims app or online.

- Download the AutoProtect app by searching your app store with the words AutoProtect Claims; or text the word APAPP to 88802. You will then receive a download link via SMS. Messages are charged at your standard message rate.

- Or visit www.apapp.co.uk.

- 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 less the administration fee of £35.

7. HOW TO MAKE A CLAIM

If *total loss* occurs report your claim using the following procedure. Important: you should notify us of your claim before accepting any settlement

from your motor insurer see 5.4 above

- 7.1. Contact the administrators via the app or online at www.apapp.co.uk and notify us of your claim within 90 days of the total loss.
- 7.2. For claims authorisation, you must provide:
 - the cause of the *total loss*;
 - 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 it's 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.

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

We realise that things can go wrong and there may be occasions when You feel that We have not provided the service You expected. When this happens We want to hear about it so that We can try to put things right. It is important You know that We are committed to providing You with an exceptional level of service and customer care.

If Your complaint is about the way a Policy was sold to You

If at any time You have any query or complaint regarding the way the Policy was sold, You should contact the Dealer who sold the Policy to You.

If Your complaint is about a Claim or the Administration of the Policy

If You should have a query or complaint regarding a Claim or the administration of the Policy, You should address Your complaint to: The Managing Director, AutoProtect (MBI) Limited Warwick House, Roydon Road, Harlow, Essex CM19 5DY. Tel. No. 01279 456 500.

We will contact You within five days of receiving Your complaint to inform You of what action We are taking. We will try to resolve the problem and give You an answer within four weeks. If it will take Us longer than four weeks, We will tell You when You can expect an answer. If We have not given You an answer in eight weeks or You have received Your final response from Us and You are still not satisfied, You can contact the Financial Ombudsman Service: Financial Ombudsman Service, Exchange Tower, London, E14 9SR. By telephone on 0800 023 4567 or by Email complaint.info@financial-ombudsman.org.uk.

This complaints procedure does not affect any legal right You have to take action against Us.

You can check the above details on the Financial Conduct Authority Register by visiting the FCA website: www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

10. COMPENSATION SCHEME

Acasta European Insurance Company Ltd, who underwrite this insurance are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the Financial Conduct Authority of the FSCS. The FSCS can be visited on the web at www.fscs.org.uk or by contacting the FSCS on 0207 741 4100.

11. LEGAL AND REGULATORY INFORMATION

11.1. 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*, AutoProtect (MBI) Limited 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 AutoProtect (MBI) Limited or *Your* retailer it is deemed to have been received by *Us*, and that any premium refund paid by AutoProtect (MBI) Limited or *Your* retailer is not deemed to have been paid until *You* have received the payment.

Also when AutoProtect (MBI) Limited handles a claim *You* make on this policy they act as *Our* authorised agents. This means that any valid claim *You* make with AutoProtect (MBI) Limited which is to be settled by a payment, is not deemed to have been settled until *You* have received the payment.

11.2. 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 or, if *You* live in the Channel Islands or Isle of Man, the law of whichever of those two places *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, the Channel Islands or the Isle of Man in which *You* live.

11.3. 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 making a decision 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:

a. Help make decisions on insurance proposals and insurance claims, for *You* and members of *Your* household

b. Trace debtors, recover debt, prevent fraud, and manage *Your* insurance policies

c. 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.

11.4. FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme. *You* may be entitled to compensation *We* are a member of 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 from The Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Tel: 0800 678 1100 (freephone) or 020 7741 4100.

Website: www.fscs.org.uk

11.5. Sanctions

We will not provide any benefit under this contract of insurance if doing so would breach any sanction, prohibition or restriction imposed by law or regulation

12. 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 Gurkhas 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 Acasta European Insurance Company Ltd 5/5 Crutchett's Ramp, Gibraltar, GX11 1AA and are regulated by the Financial Conduct Authority (firm reference no 456936). We are the insurer for your Combined GAP policy.

"You/Your/Yourself" means the registered keeper of the *vehicle*.