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# GAP Insurance

For when You know what You like

# Hello from MotorEasy

Thanks for choosing MotorEasy, the UK's most dynamic motoring solution.

This booklet is designed to give **You** more detail about **Your** GAP Insurance Policy, and explains how to claim in the event of a vehicle write-off.

This GAP Insurance Policy is designed to work in conjunction with **Your** car insurance Policy, in the event of a write-off **We** will help **You** to replace **Your Vehicle** or settle any outstanding finance.

Thank **You** for protecting **Your Vehicle** with **Us**.

Finally, if **You** feel that **You** are not getting great service from **Us** - please let me know.

A handwritten signature in white ink, which appears to read 'Duncan'.

Duncan McClure Fisher  
MotorEasy CEO

[CEO@motoreasy.com](mailto:CEO@motoreasy.com)

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 ***Introduction***

## Introduction

Thank **You** for buying **Your GAP Insurance** from MotorEasy. There are 2 types of **Guaranteed Asset Protection (GAP) Insurance** in this Policy booklet which are:

- **Return to Value (RTV);**
- **Return to Invoice (RTI).  
(Includes Contract Hire & Leasing Terms).**

The GAP Policy **You** have chosen is shown on **Your Schedule of Cover**. If **You** have any queries regarding **Your** cover please get in touch.

If during the period of insurance **Your Insured Vehicle** is subject to a **Total Loss** claim and is written off by **Your** comprehensive **Motor Insurer**, subject to terms and conditions of this Policy, **We** will pay **You** the difference between:

**RTV:** the **Motor Insurance Settlement** paid by **Your Motor Insurer** and the **Insured Value** at the **Start Date**;

**RTI:** the **Motor Insurance Settlement** and the **Net Invoice Price** **You** originally paid for **Your Insured Vehicle** or, the **Motor Insurance Settlement** and the amount required to settle **Your Outstanding finance balance**, depending on which amount is greater.

**Your Schedule of Cover** sets out the details of **You, Your Insured Vehicle**, the period of insurance and the type of cover that **You** have selected.

This document, together with the **Schedule of Cover**, forms **Your** contract of **Insurance** with **Us**. The Policy contains details of the insurance cover **You** have bought, what is not covered and the terms and conditions that apply to the cover. Please make sure **You** keep both documents in a safe place so **You** can refer to them again if **You** need to.

Please read this document carefully and make sure **You** understand how this insurance works. If **You** do not keep to the terms and conditions, **We** may not be able to pay any claim that **You** might make. Some words and phrases have a particular meaning wherever they are shown in bold type starting with a capital letter. These meanings are shown within Definitions: Meaning of words and phrases in this document.

If **You** pay the **Premium** each month **We** will provide the cover set out in this Policy. Please check that the information contained in the **We** is correct and that the cover meets **Your** needs. If it does not, please contact the **Administrator**.

If **You** need this document to be made available in braille or audio format please contact the **Administrator**.

## Introduction

If **You** need this document to be made available in a different format please contact the **Administrator**.

### THE Administrator

This Policy is administered by MotorEasy Services Ltd, registered address is Staverton Court, Staverton, Cheltenham, Gloucestershire, GL51 0UX. Registered in England No: 10109424. They are authorised and regulated by the Financial Conduct Authority. Firm Reference number: 747890

### THE INSURER

This Policy is underwritten by AmTrust Specialty Limited whose registered office is Exchequer Court, 33 St Mary Axe, London, EC3A 8AA, United Kingdom and it is registered in England number 01229676. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 202189.

### IMPORTANT INFORMATION

If **You** are a private individual the following applies to **You**:

#### Giving **Us** all the important information

When **We** accept **Your** application for this insurance, **We** will rely on the information **You** give. **You** must take reasonable care to provide

complete and accurate answers to the questions asked when **You** take out, or make changes to, **Your** Policy. If the information provided by **You** is not complete and accurate the extent of cover may be affected and:

- **We** may cancel **Your** Policy and Refuse to pay any claim or
- **We** may not pay any claim in full.

**We** will write to **You** if **We**:

- intend to cancel **Your** Policy; or
- need to amend the terms of **Your** Policy; or require **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given **Us** is incomplete or inaccurate, **You** must inform The **Administrator**

If **You** are part of a partnership, a sole trader, a limited company or other legal entity the following applies to **You**:

#### Your Duty of Disclosure

Under the Insurance Act 2015 **You** have a duty to make fair presentation of the risk to **Us** before this Policy starts at each renewal and when **You** make any amendment(s) to cover.

## Introduction

This means **You** must:

- (a) disclose all material facts of which **You** know or ought to know.
- (b) make the disclosure in a reasonably clear and accessible way.
- (c) make sure that every material representation of fact is substantially correct and made in good faith.

### What is a Material Fact?

A material fact is Information that would influence **Our** decision as to whether to insure **You** and, if so, on what terms.

For the purposes of the duty of fair presentation, **You** are expected to know the following;

- (a) If **You** are an individual (such as a sole trader or individual partner):
  - what is known to **You** and anybody who is responsible for arranging this insurance, or

if **You** are not an individual (such as a limited company or partnership):

- what is known to anybody who is part of **Your** organisation's senior management is (this means those people who play significant roles in the making of decisions about how **Your** activities are to be managed or organised or anybody who is responsible for arranging this insurance.

- (b) What should reasonably be revealed by a reasonable search of the information available to **You**. The information may be held within **Your** organisation (including, for example, subsidiaries, affiliates, the broker or any other person who will be covered under this insurance).

If the insurance is intended to insure subsidiaries, affiliates, or other parties, **You** are expected to have included them in **Your** enquiries and inform **Us** if **You** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

### Breach of duty

If **You** breach **Your** duty to make fair presentation of the risk to **Us**, then:

- where the breach was deliberate or reckless, **We** may avoid this Policy, refuse all claims and keep all premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, **We** would not have agreed to provide cover under the Policy on any terms, **We** may avoid this Policy and refuse all claims, but **We** will return any premiums paid.
- where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover under this Policy but on different terms (other than **Premium** terms), **We** may require that this Policy includes such different terms with effect from its commencement, and/or

## Introduction

- where the breach was neither deliberate nor reckless and, but for the breach, **We** would have agreed to provide cover under this Policy but would have charged higher premiums, **Our** liability for any loss amount payable shall be limited to the proportion that the **Premium We** charged bears to the higher **Premium** that **We** would have charged.

For example: if, due to a breach of fair presentation, **We** charged a **Premium** of £100 but **We** should have charged £200, then for any claim submitted and agreed at a settlement value of £1000, **You** will only be paid £500.

### IMPORTANT NOTICE

**You** must make sure that **Your Insured Vehicle** is insured for the correct **Market Value** with **Your Motor Insurer** at the **Start Date** of this cover. Please read this policy thoroughly.

**You** should NOT accept any settlement offer made by **Your Motor Insurer** until **You** have contacted **Our Claims Department**, and **We** have given **Our** consent as **We** may offer to seek an increased **Motor Insurance Settlement** on **Your** behalf.

## Contact details

If **You** need to get in touch with the **Administrator**, **You** can do this:

By Telephone: 0800 131 0001.

In writing: MotorEasy Services Ltd, 60 Portman Road, Reading, RG30 1EA



## *Definitions*

This section explains the meanings of words and phrases which are used in this Policy when they appear in bold print and start with a capital letter..

## Definitions

This section explains the meanings of words and phrases which are used in this Policy when they appear in bold print and start with a capital letter.

**Administrator** – means MotorEasy Services Ltd.

**Date of Total Loss** – means the date of the **Incident** that gives rise to **Your** claim for the **Total Loss** of the **Insured Vehicle**.

**Early settlement amount** - means the amount required at the **Date Of Total Loss** to settle the **Finance Agreement**, excluding any amount carried over from a previous **Finance Agreement**, any insurance premiums, additional interest charges, discounts, incentives and cashbacks, arrears, title discharge fees, and any other financed amount not specifically related to the vehicle.

**End Date** – means the date this insurance cover ends, as shown in **Your Schedule of Cover**

**Excluded Vehicle**– means any vehicle which is:

- (a) Any vehicle not shown in the Glass’s Guide
- (b) not for use on a public highway, without a valid vehicle licence and if more than three years old, does not have a valid MOT;
- (c) used for competition, racing, pace making, reliability trials, speed testing or off-road;
- (d) fitted with non-manufacturer specified modifications, including, for example, engine modifications, roll cages, steering column extension. Modifications such as sat-nav, hands free kit, tow

bars, alloy wheels, in-car entertainment do not preclude the vehicle being covered;

- (e) over 8 years old;
- (f) vans and commercial vehicle over 3500kg gross weight;
- (g) an emergency vehicle, recovery vehicle, delivery courier, a taxi, a driving school vehicle, a bus;
- (h) modified other than in accordance with manufacturers specifications and any make of vehicle not built for principal sale in the United Kingdom;
- (i) used or owned by a motor trader (resulting from trade-in or acquisition for the purposes of resale) by a lease company or business formed for the purposes of selling or servicing vehicles;

**Finance Agreement** – means any sale, hire purchase or personal contract purchase loan agreement between **You** and the finance company for the **Insured Vehicle**. For information regarding **Your** loan, please refer to **Your Finance Agreement**. Note this Policy provides no cover for any additional costs or losses associated with any personal contract hire and/or lease agreements.

**Grey Import** – means a vehicle not registered as a new vehicle in the United Kingdom and which has been imported by someone other than the official United Kingdom distributor for that make or model of vehicle.

## Definitions

**Incident** – means the initial cause which results in **Total Loss** of the **Insured Vehicle**

**Insured Value** - means the lower of **Price Guide** retail value for a Vehicle of the same make, model and specification level, age, mileage and overall condition at the **Start Date** (or an equivalent published value if the **Price Guide** retail value is no longer available).

**Insured Vehicle/Vehicle** – means the vehicle shown in the **Schedule of Cover**.

**Market Value** – means the retail **Market Value** based on value shown in the current Glass's Guide for purchasing, or replacing, the **Insured Vehicle** with one of the same make, model, trim level, recorded mileage and being in a similar condition. Glass's Guide is a motor trade publication recognised and used extensively in the motor vehicle industry to value new/used vehicles. Where Glass's Guide is not available or there is a dispute over valuation with **Your Motor Insurer**, **We** will consider other motor trade publications

**Motor Insurance Policy** – means a fully comprehensive **Motor Insurance Policy** which covers **Your Vehicle** and which **You** must make sure covers the **Market Value** of the **Insured Vehicle**, it must remain in place for the duration of this GAP Policy.

**Motor Insurance Settlement** – means the amount of money that **You** receive from the **Motor Insurer** following a claim for the **Total Loss** of the **Insured Vehicle**.

**Motor Insurer** – means a fully comprehensive **Motor Insurance**

**Policy** which continuously covers the **Market Value** of **Your Vehicle** and **You** ensure which remains in place for the duration of Policy

**Net Invoice Price** - the purchase price of **Your Vehicle** as confirmed in the net sales invoice which includes factory fitted accessories and dealer fitted options and warranty costs up to £100 but excludes any insurance premiums. **We** exclude all deposit allowances, discounts, rebates, concessions, cashbacks, incentives and contributions. **We** also exclude delivery, new vehicle registration fees, road fund licence fee, number plates, fuel, paintwork protection applications, other extras, arrears or negative equity.

**Original Purchase Price** – The purchase price paid for the vehicle including factory fitted options for a new vehicle, and dealer fitted options on the same sales invoice but excluding delivery and any insurance premiums (including the **Premium** for this Policy), new vehicle registration fees, road tax, number plates, warranty costs, fuel, paintwork protection applications, other extras and any amount related to the finance of any other vehicle which may be consolidated onto the **Finance Agreement**.

**Premium** - means the amount you must pay for this policy which is shown in the **Schedule of Cover**. This can be paid in full up front or by instalments at no extra cost.

**Price Guide** - means a car values guide approved by the Financial Ombudsman Service for example Glasses Guide

**Schedule of Cover** – means the document which shows **Your** details, the vehicle details and sets out the details of **Your** cover.

## Definitions

**Start Date** – means the date shown on **Your Schedule of Cover** as the date this insurance cover begins.

**Territorial Limits** – means the United Kingdom, the Channel Islands, the Isle of Man and the countries of the European Economic Area.

**Your Vehicle** is also covered in the European Union and any other country shown on an International Motor Insurance Card (“Green Card”) for as long as **You** maintain a comparable level of cover on **Your Motor Insurance Policy** as in the United Kingdom and that this cover is in force on the date of an **Incident** that results in a **Total Loss**.

**Total Loss** – means the **Total Loss** of the **Insured Vehicle** as a result of fire, theft, or material damage beyond economic repair, resulting in a full **Motor Insurance Settlement**.

**We, Us, Our** – means AmTrust

**You, Your, Yourself** - means the person , partnership, sole trader or limited company shown on the Schedule Of Cover.



*Eligibility*

## Eligibility

**You** can take out this insurance cover if:

- (i) **You** are an individual or sole trader and you:
  - (a) are at least 18 years of age at the **Start Date**; and
  - (b) are resident in the England, Scotland, Northern Ireland, Wales, the Isle of Man or the Channel Islands at the **Start Date** and remain so throughout the period of insurance; and
  - (c) are the owner or registered keeper of the **Insured Vehicle** or is the spouse or civil partner of the owner and registered keeper of the **Insured Vehicle** and who has financial interest in the **Insured Vehicle**; and
  - (d) holds a valid, current full driving licence; and
  - (e) are the policyholder or a named driver on the **Motor Insurance Policy**; and
  - (f) has paid the **Premium** and agreed to comply with the terms and conditions of this Policy.
- (ii) You are a partnership, limited company or other legal entity which:
  - (a) is permanently situated, and in the case of a limited company, registered in the England, Scotland, Northern Ireland, Wales, the Isle of Man or the Channel Islands;
  - (b) has purchased the **Insured Vehicle** with either its own monies or, if applicable, with monies advanced under a **Finance Agreement**;
  - (c) has a **Motor Insurance Policy** in place covering the **Insured Vehicle** for the lifetime of this Policy;
  - (d) is the registered keeper of the **Insured Vehicle**;
  - (e) has applied for insurance cover, or if a partnership, at least one partner has in the name of the partnership applied for insurance cover; and
  - (f) has paid the **Premium** and agreed to comply with the terms and conditions of this Policy.

A vehicle can only be considered as the **Insured Vehicle** under this Policy if it:

- (a) is less than 8 years old;
- (b) has covered less than 100,000 miles;
- (c) has a recorded **Insured Value** of less than £75,000;
- (d) is a car or light commercial vehicle (LCV) weighing less than 3,500 kg Gross Vehicle Weight (GVW). This does not include scooters, motorcycles, buses, coaches, LCVs greater than 3,500 kg GVW, trucks, heavy goods vehicles (HGVs) taxis, driving school vehicles or vehicles used for hire or reward or is a Motorhome;

## Eligibility

- (e) has no modifications other than in accordance with manufacturers' specifications;
- (f) it is listed in **Price Guide**; and
- (g) is a United Kingdom specification vehicle, built for principal sale in the United Kingdom and is not classed as a **Grey Import**.
- (h) maintained in accordance with the manufacturer's guidelines

### IMPORTANT

If **You** do not have a fully comprehensive **Motor Insurance Policy**, and following a claim **Your Vehicle** is declared a **Total Loss** due to **Your** own fault, **You** will not be able to claim under this Policy.

 *What **is** covered?*

## What is covered?

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

- (i) There are 2 types of GAP insurance in this Policy booklet and the type **You** have selected will be shown in **Your Schedule of Cover**. **You** will be able to submit a GAP claim if during the

period of insurance **Your Insured Vehicle** is subject to a **Total Loss** claim under **Your** motor insurance.

Payment will be based on the type of GAP Policy **You** have purchased (as listed in the following table):

### Return to Value (RTV)

Covers the difference between: the **Motor Insurance Settlement** paid by the **Motor Insurer** and the **Insured Value** at the **Start Date**.

Is for Vehicles purchased privately or new and used cars purchased more than 6 months ago from a VAT registered Dealer.

Please note: Used cars must be under 8 years old and must have covered less than 100,000 miles.

### Return to Invoice (RTI)

Covers the difference between: the **Motor Insurance Settlement** and the **Net Invoice Price You** originally paid for **Your Insured Vehicle**, or the **Motor Insurance Settlement** and the amount required to settle **Your Outstanding finance balance**, depending on which amount is greater.

If **You** have purchased **Your Vehicle** under a lease agreement the RTI Policy will pay the difference between the **Motor Insurance Settlement** and the lease early termination charge required by the **Lease company**.

RTI cover is available for new and used vehicles that have been purchased from a VAT registered dealer within the last 6 months. Used vehicles must be under 8 years old and have less than 100,000 recorded miles.

## What is covered?

- (ii) The payment is up to **Your Insured Vehicle Purchase Price**. The maximum benefit payable is £50,000.
- (iii) **Motor Insurance Policy Excess** – in the event of an **Accepted Claim** under this GAP Policy **We** will cover up to £500 in respect of any **Motor Insurance Policy** excess that **You** have had to pay to **Your Motor Insurer** as part of **Your Total Loss** claim. If liability for the **Incident** is in dispute, **We** will not pay this benefit until liability is confirmed.
- (iv) The **Total Loss** of the **Insured Vehicle** must occur during the period of insurance and within the **Territorial Limits**.
- (v) **You** are covered for factory and dealer fitted optional extras and/or accessories - applicable if **You** have a purchased RTI or RTV GAP Policy.
- (vi) Where applicable, the benefits under the section What is Covered (i) to (vi) will be paid directly to **You**.
- (vii) **You** will be responsible for settling any outstanding finance arrangements **You** may have directly with **Your** finance company. If **You** have a lease agreement or contract hire agreement, **We** will pay the difference up to the sum insured, between the **Insured Value** and the lease early termination charge to the lease company.

In the event of an Approved Claim subject to the terms and conditions of this Policy **We** will pay **You** a minimum of £150.

 *What **is not** covered?*

## What is not covered?

- (1) No claim will be paid for a **Total Loss** if the **Insured Vehicle**:
  - (a) is an **Excluded Vehicle**;
  - (b) was economically repairable but it was declared as a **Total Loss** by **Your Motor Insurer** due to **Your** intervention or another party on **Your** behalf;
  - (c) if **Your Motor Insurer** offers to provide a replacement vehicle as settlement of **Your** claim, whether **You** accept it or not;
  - (d) is not covered by **Your** comprehensive **Motor Insurance Policy**, or a **Total Loss** settlement was not paid
  - (e) if **You** are not the registered keeper or named on the **Finance Agreement** of the **Insured Vehicle**;
  - (f) if **You** are not the policyholder or named driver on the **Motor Insurance Policy**;
  - (g) is owned by a motor trader or company involved in the sale of vehicles at the **Date of Total Loss**, (resulting from trade-in or acquisition for the purposes of resale).
- (2) The claim will not be paid if the **Total Loss**:
  - (a) occurred before the **Start Date** or after the **End Date** or date the Policy is cancelled;
  - (b) is caused when the **Insured Vehicle** is driven, with **Your** consent, by someone who does not hold a valid driving licence or is in breach of the conditions of that driving licence;
  - (c) occurred whilst the **Insured Vehicle** was being used for competition, racing, pace-making, reliability trials, speed testing or off-road
  - (d) results from an accident when **You**, or any other person (with **Your** general consent) drive the **Insured Vehicle** when intoxicated by alcohol or under the influence of drugs not prescribed by a registered medical practitioner or drugs prescribed by a registered medical practitioner in respect of which a warning against driving has been given;
  - (e) results from doing anything which is wilful, unlawful or negligent on **Your** part, or on the part of any other person who is driving the **Insured Vehicle** with **Your** consent;
  - (f) results from an **Incident** outside the **Territorial Limits**;
  - (g) results from a malicious damage claim, which is not accompanied by a valid crime reference number or correspondence from the police or the crime report;
  - (h) happened when the **Insured Vehicle** was stolen by any person who **You** had given access to the keys;
  - (i) happened while the **Insured Vehicle** was left unlocked, or

## What is not covered?

- the keys or other device used to secure, gain access to, and start the **Insured Vehicle** are left in or on the vehicle;
  - (j) results from civil unrest, terrorism, riot or insurrection, war or any act incidental to war (whether declared or not);
  - (k) happens as a result of fraud or dishonesty; or
  - (l) is not the result of a claim under the accidental damage, fire or theft sections of the **Motor Insurance Policy**,
- (3) We will not pay costs in respect of any loss of use of the **Insured Vehicle** or any other costs that are indirectly caused by the event which led to **Your Total Loss** claim, unless specifically stated in this Policy;
- (4) **We** will not pay any amount due under the **Finance Agreement** relating to any insurance premiums. **We** exclude all deposit allowances, discounts, rebates, concessions, cashbacks, incentives and contributions. **We** also exclude new vehicle registration fees, road fund licence fee, number plates, warranty costs, fuel, paintwork protection applications, other extras, arrears or negative equity;
- (5) **We** will not pay the amount of any **Motor Insurance Policy Excess** exceeding £500;
- (6) **We** will not pay any claim or provide any benefit under this Policy if doing so would expose **Us** to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

 *How to make a claim*

## How to make a claim

### IMPORTANT NOTE:

As soon as you think the insured vehicle may be declared a total loss you must open a claim from your MotorEasy (ME) account within 60 days. Please log in and locate your GAP Insurance product. From there click the 'Start Claim' button on the tile and complete the process from there. You must do this before you accept any settlement offer from your motor insurer.

If Your **Vehicle** is **Total Loss**, do not accept the settlement offer from **Your Motor Insurer** or from the other party's insurer in respect of a Total Loss before **We** give Our consent.

If you accept a Motor Insurance Settlement from the Motor Insurance Policy before contacting the **Administrator**, **We** reserve the right to contact the **Motor Insurer** in your name to assess the offer of settlement and where necessary seek settlement in-line with the **Market Value** at time of your **Vehicle** being declared a **Total Loss**.

### Administrator Contact details:

Tel: 0800 131 0001 during normal business hours Monday to Friday

Address:

MotorEasy Services Ltd,  
60 Portman Road,  
Reading RG30 1EA.

Message: Via 'mail' in Your MotorEasy (ME) account

### Detail and Documents

If there is an Incident and **Your Vehicle** is (or is likely to be a **Total Loss**), please open a claim online within 60 days, **You** will be asked to give the details of the **Incident** Including **Your Policy** number and **Insured Vehicle details**, the date and cause of the Incident, any third party details and any police crime reference number, and the progress of **Your** own insurance claim.

If the claim is a result of malicious damage or theft **You** must also report the **Incident** to the police within 24 hours of **You** becoming aware of the **Incident**. **We** will need the crime reference number.

Please read the "When will this Policy cover You" and "When will this Policy not cover You" sections of this **Policy** before completing **Your** claim form as **You** must follow the terms and conditions or **We** may refuse to deal with **Your** claim or reduce the amount of the claim payment.

You will also be asked to sign a declaration which will allow **Us** to discuss the claim with **Your Motor Insurer**, as **We** may, on **Your** behalf, take over the negotiations on **Your Total Loss** claim **Your Motor Insurer** and/or the other party's insurer if necessary.

## How to make a claim

When requested the following details must also be provided

(a) written confirmation from **Your Motor Insurer**:

(1) that the **Motor Insurer** has paid the **Motor Insurance Settlement** following **Your** claim for **Total Loss**; and

(2) the terms on which the **Motor Insurance Settlement** was made;

(b) the original purchase invoice or sales receipt of the **Insured Vehicle**;

(c) the log book - If the name of any document changes e.g. "V5" or "VIR", You will need to provide the replacement document

(d) if applicable, a current MOT

### Settlement:

(a) If **We** settle a claim and find that another party is responsible **We** may, at **Our** expense, take steps against that third party on **Your** behalf to get reimbursement or compensation from them. **You** must assist **Us** by giving **Us** any information **We** request.

(b) If any **Premium** is outstanding at the time of settlement **We** will deduct the value of all remaining **Monthly Premium Instalments** from the amount payable.

(c) In the event of a **Total Loss** of the **Insured Vehicle**, unless **We** have written consent from the policyholder of the **Motor Insurance Policy** to contact the **Motor Insurer**, **We** will settle Your claim using the current **Market Value** of the **Insured Vehicle**.

(d) If the **Original Purchase Price** of **Your Insured Vehicle** is over 110% of its **Market Value**, **We** will adjust the value of any benefit paid to reflect the **Market Value** at the **Start Date**. For example, if You agree to buy a car for £4,000 and the value of that car in Glass's Guide is £2,000, this is 100% more than the **Market Value**. **We** will only the market value, therefore the **Market Value** used to calculate Your **benefit** will be £2,200, not £4,000.

(e) Anything else **We** reasonably request to assess the claim.

 *When your cover ends?*

## When your cover ends?

The Policy will end on the earliest of:

- (i) the date shown in **Your Schedule of Cover**;
- (ii) the date on which the **Insured Vehicle** is repossessed, if the **Insured Vehicle** is purchased with a **Finance Agreement**;
- (iii) the date on which a claim is paid under this Policy;
- (iv) the date on which **We** cancel this Policy;
- (v) the date the **Insured Vehicle** is sold or transferred by **You** to another party;
- (vi) the date on which **You** no longer have a comprehensive **Motor Insurance Policy** in place covering the **Insured Vehicle**;
- (vii) the date **You** are no longer a resident in the United Kingdom.

The Policy is non-renewable.

 ***Cancellation***

## Cancellation

### Your right to cancel

If **You** wish to cancel this Policy please contact the **Administrator**

An administration fee of £35.00 will be charged if cancellation takes place after the cooling off period

If **You** have made a claim, no refund of **Premium** will be payable

- (a) Within the “cooling off period” - **You** can cancel this cover within 30 days of the **Start Date** or the date **You** receive these Policy documents, whichever is the later. This is called the “cooling off period”. **You** will receive a full refund of any **Premium**, if **You** have paid by instalments any instalments paid will be refunded provided no claim has been made under the terms of this Policy.
- (b) After the “cooling off period” - **You** may cancel at any time however, if **You** have paid in full, **You** will receive a refund of the unused cover left on the Policy, if paying by instalments these payments will cease, there will be no refund as **You** will only have paid for the cover **You** have already received. However, if **You** have made a claim the full **Premium** amount will be due

To cancel **Your** Policy please make contact via **Your** MotorEasy account or call MotorEasy on 0800 131 0001 or write to:

MotorEasy, 60 Portman Road, Reading, Berkshire, RG30 1EA.

Please note that **We** will not give **You** a refund if **You** have already

made a successful claim on **Your** Policy.

Please allow up to 28 days for **Your** cancellation and refund to be processed.

### Our right to cancel

If **We** cancel **Your** Policy **We** will write to **You** at the most recent address in **Our** records

**We** may cancel **Your** Policy immediately:

- If **You** commit fraud
- If **Your** Policy becomes invalid
- If **You** do not pay the **Premium/Premium Instalment** when it is due.

**We** may cancel this Policy by giving **You** 30 days notice in writing at **Your** last known address. If **We** cancel **Your** Policy, no further **Premium** will be due and, if **You** have paid the full **Premium** **You** will get a refund for the remaining period of cover.

Some valid reasons why **We** might cancel **Your** Policy are:

- If there is a change to the risk which means **We** cannot provide cover any longer
- If **You** display threatening or abusive behaviour to **Us**, the **Administrator** or anyone else involved in **Your** cover
- If **You** do not co-operate with **Us** or the **Administrator** or fail to supply any information asked for.

## Cancellation

### Fraud/invalid cover

**We** have a regulatory obligation to prevent fraud or dishonesty. In the event of a claim, any information **You** have given and details of the claim may be shared with other insurers in order to prevent fraudulent claims.

### Fraud

If **We** make any claim payments and find that **You** (or someone acting on **Your** behalf), has acted dishonestly or committed fraud then:

- (a) **We** will not make any payment and may seek to recover from **You** any payment made by **Us**
- (b) **We** may cancel the Policy effect from the time of the fraud
- (c) If **We** cancel the Policy, **We** will not pay any claim occurring after the time of the fraud
- (d) If **We** cancel the contract under this section, **We** will not return any of the premiums paid by **You**.

### Invalid Cover

If **We** make any claim payment as a result of **Your** dishonesty (or the dishonesty or someone acting on **Your** behalf) any payments made by **Us** must be paid back. **We** may take legal action against **You** for the return of any payments.

 ***General conditions***

## General conditions

- (i) Unless **You** have Return to Value cover and unless written permission to the contrary is given by the **Administrator**, **Return to Invoice** cover under this Policy must be purchased within 120 days of the delivery of the **Insured Vehicle**.
- (ii) Where applicable, if **You** decline the offer of a replacement vehicle under the terms of the **Motor Insurance Policy** then **We** reserve the right to settle the claim using the cost of a replacement vehicle at the **Date of Total Loss** by reference to **Price Guide** retail value as the current replacement price. Please note that if **You** decline the offer of a replacement vehicle, then this may result in no benefit being paid to **You**.
- (iii) This Policy is not renewable.
- (iv) **You** must respond honestly to any request for information **We** make when **You** take out cover under this Policy, or apply to vary **Your** cover under this Policy. In the event that any statement of fact **You** make is untrue or misleading, this may affect the validity of **Your** Policy, and whether **You** can make a claim.
- (v) **You** must not continue to drive the **Insured Vehicle** after any damage or **Incident** if this could cause further damage to the **Insured Vehicle**.
- (vi) The Policy has been issued based upon information, which **You** have given to **Us** about **Yourself**, and the **Insured Vehicle**. **You** have a duty to tell **Us** immediately of any changes to this information in particular any of the following: change of address, or use of the **Insured Vehicle** e.g. being used for private hire. Failure to do so may invalidate **Your** cover under this Policy. **We** will then advise **You** of any changes in terms.
- (vii) If the risk covered by this Policy is also covered by any other insurance or warranty then **We** shall only be responsible for paying a fair proportion of any benefit which **We** would otherwise be due to pay.
- (viii) **You** cannot transfer this Policy to any other person or use this Policy as security for any debt or obligation in any manner whatsoever.
- (ix) In the event that **Your Vehicle** is declared a **Total Loss** by the **Motor Insurer**, whereby the **Motor Insurer** has provided **You** with a replacement vehicle or **Your Vehicle** is replaced under a manufacturer's or dealer's warranty, **You** may transfer this Policy to the replacement vehicle subject to the following terms and conditions:
  - The replacement vehicle must have been provided by the **Motor Insurer** in settlement of a claim for the **Total Loss of Your Vehicle**; and
  - The **Start Date** of the Policy will remain the same; and
  - The period of insurance will remain the same; and
  - You** have not made a claim under **Your** Policy relating to **Your Vehicle** or **Motor Insurance Excess**.

## General conditions

If **You** have taken out a **Finance Agreement** to purchase **Your Vehicle**, the **Purchase Price** of **Your** original vehicle will be used to calculate any future claim under this Policy, irrespective of whether the **Purchase Price** of the replacement vehicle is higher or lower than **Your** original vehicle.

**How to Transfer** Write to the **Administrator** within 30 days of having taken delivery of the replacement vehicle. Please provide a copy of the original invoice for **Your Vehicle** and a copy of the invoice for the replacement vehicle.

- (x) When **Your** cover under this Policy ends it will not have a surrender or cash value.
- (xi) This Policy is governed by English law. Any legal proceedings will be held in the courts of England and Wales unless **You** live in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case **You** will be entitled to commence legal proceedings in **Your** local courts and all communication will be in English.
- (xii) To improve the quality of **Our** service, **We** may be monitoring and recording some telephone calls.
- (xiii) Failure to comply with any condition of this Policy may result in the suspension or the stopping of benefit.
- (xiv) **Fraudulent Claims or Misleading Information** - **We** take a robust approach to fraud prevention. If any claim under this insurance is fraudulent or 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.

- (xv) **Contracts (Rights of Third Parties) Act 1999** - This insurance is a legally binding contract between **You** and **Us** and does not give, or intend to give, rights to anyone else. Only **You** or **Us** can enforce the terms of this contract.
- (xvi) **Other Insurance** - If **You** wish to make a claim under this Policy but have already claimed, or intend to claim, for the same loss under another insurance Policy, **We** will only pay **Our** share of the claim.
- (xvii) **Subrogation** - **We** may, at **Our** own expense, take proceedings in **Your** name to recover compensation from any third party in respect of any indemnity provided under this insurance. Any amounts that are recovered will belong to **Us** and **You** must provide all reasonable assistance to help **Us** obtain a recovery.

 ***Complaints Procedure***

## Complaints Procedure

**We** hope **You** do not need to, but if **You** want to complain about how this Policy was sold to **You** please contact the party that sold it to **You**.

If **You** want to complain about the administration of this Policy or about a claim, please contact the **Administrator** in one of these ways:

By telephone: 0800 131 0001

By email: [info@motoreasy.com](mailto:info@motoreasy.com)

In writing: MotorEasy Services Ltd  
60 Portman Road  
Reading RG30 1EA

A leaflet detailing the **Administrator's** full complaints/appeals process is available from them on request.

The **Administrator** will contact **You** within three days of receiving **Your** complaint to let **You** know what action is being taken and they will try to resolve the problem and give **You** an answer within four weeks. If it will take longer than four weeks, they will tell **You** when **You** can expect an answer.

### Referring Your complaint to the Financial Ombudsman Service

If **You** are unhappy with the response or have not received a response within 8 weeks of the date **Your** complaint was received, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but **You** must do so within 6 months of receiving a final response from **Us** (or on **Our** behalf) . Further information can be found at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The Financial Ombudsman Service exists to help resolve complaints when **We** have not been able to resolve matters to **Your** satisfaction and the service they provide is free and impartial. Their contact details are as follows:

Financial Ombudsman Service, Exchange Tower,  
Harbour Exchange Square, London, E14 9SR

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline)

0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## Complaints Procedure

This complaints procedure does not affect legal rights.

**We** abide by the Motor Industry Vehicle Warranty Products Code of Practice which can be found on The Motor Ombudsman Website at [www.TheMotorOmbudsman.org](http://www.TheMotorOmbudsman.org).

The Motor Ombudsman will offer free impartial information and if appropriate an alternative dispute resolution process in the event that **You** are not satisfied with the outcome of a concern.

For further information, **You** can visit The Motor Ombudsman website at [www.TheMotorOmbudsman.org](http://www.TheMotorOmbudsman.org) or call their Information Line on 0345 241 3008.



Motor Industry Code of Practice for

**Vehicle Warranties**

## 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** obligation to **You** under this insurance. Further information can be obtained from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY.

Tel: 0800 678 1100 (Freephone) or 020 7741 4100.

Website: [www.fscs.org.uk](http://www.fscs.org.uk)

 ***Data Protection Notice***

## Data Protection Notice

AmTrust Specialty Limited (AmTrust) will keep **your** personal information safe and private. AmTrust follows all laws that protect **your** privacy. Under the laws, AmTrust is responsible for handling **your** personal information as Data Controller. Here is a simple explanation of how and why it does this. For more details visit the website at [www.amtrustinternational.com/dpn](http://www.amtrustinternational.com/dpn)

### What AmTrust does with your personal information

There are different reasons for using **your** information. AmTrust will need it to:

- give **you** this policy.
- contact **you** to ask if you want to continue with the policy.
- protect both **you** and AmTrust against fraud and money laundering.
- follow the law and any regulations that apply.

AmTrust might need **your** information:

- to run through its computer systems to see if it can offer **you** this policy.
- to help you if **you** have any queries or want to make a claim.
- to give **you** information, products, or services that **you** ask for.
- for research or statistics.

Some personal information is very private or sensitive. For example, information about **your** health or any criminal convictions **you** might have. AmTrust might need this kind of information to decide if it can offer **you** this policy, or to help **you** with a claim. It will only use this type of information for these specific reasons and will follow any rules that it has to.

AmTrust might need to share **your** information with companies and people who provide a service to it, or to **you** on its behalf. It will only do this if the law allows it to. This includes, for example:

- companies in the AmTrust group and people it works with.
- reinsurers, insurance brokers, insurance reference bureaus and agents.
- credit and fraud agencies.
- medical professionals.
- regulators, and anyone it might need to share the information with by law.

## Data Protection Notice

AmTrust might send **your** information outside the UK and European Economic Area for processing and storage. This can include to the USA and Israel. It makes sure that **your** information is stored safely and processed in line with the law and this notice.

**You** can ask AmTrust to:

- provide **you** with the information it has about **you**.
- Restrict or stop processing **your** information in certain occasions.
- If there are any mistakes or updates, **you** can ask AmTrust to correct them.
- delete **your** information (although there are some things it cannot delete).
- give **your** information to someone else involved in **your** policy.
- not use **your** information for marketing.

If **you** think AmTrust has done something wrong with **your** information, **you** should speak to the local data protection authority.

AmTrust will:

- not keep **your** information longer than it needs to. This is usually up to 10 years after **your** policy ends.
- only keep **your** information longer than 10 years if there is a business or regulatory reason for doing so.

If **you** have questions about how AmTrust uses **your** information, contact its Data Protection Officer. The contact details are on the website - [www.amtrustinternational.com/dpn](http://www.amtrustinternational.com/dpn)



## I MotorEasy *because...*

"I get more car for my money"

CAR LEASING

"I have complete confidence"

GAP INSURANCE

"For those just in case moments"

CAR WARRANTY

"I get what I want"

CAR FINANCE

"Everything is done for me"

SERVICE & MOT

"I always get great value"

TYRES & INSURANCE

"I trust the team of experts"

REPAIRS

