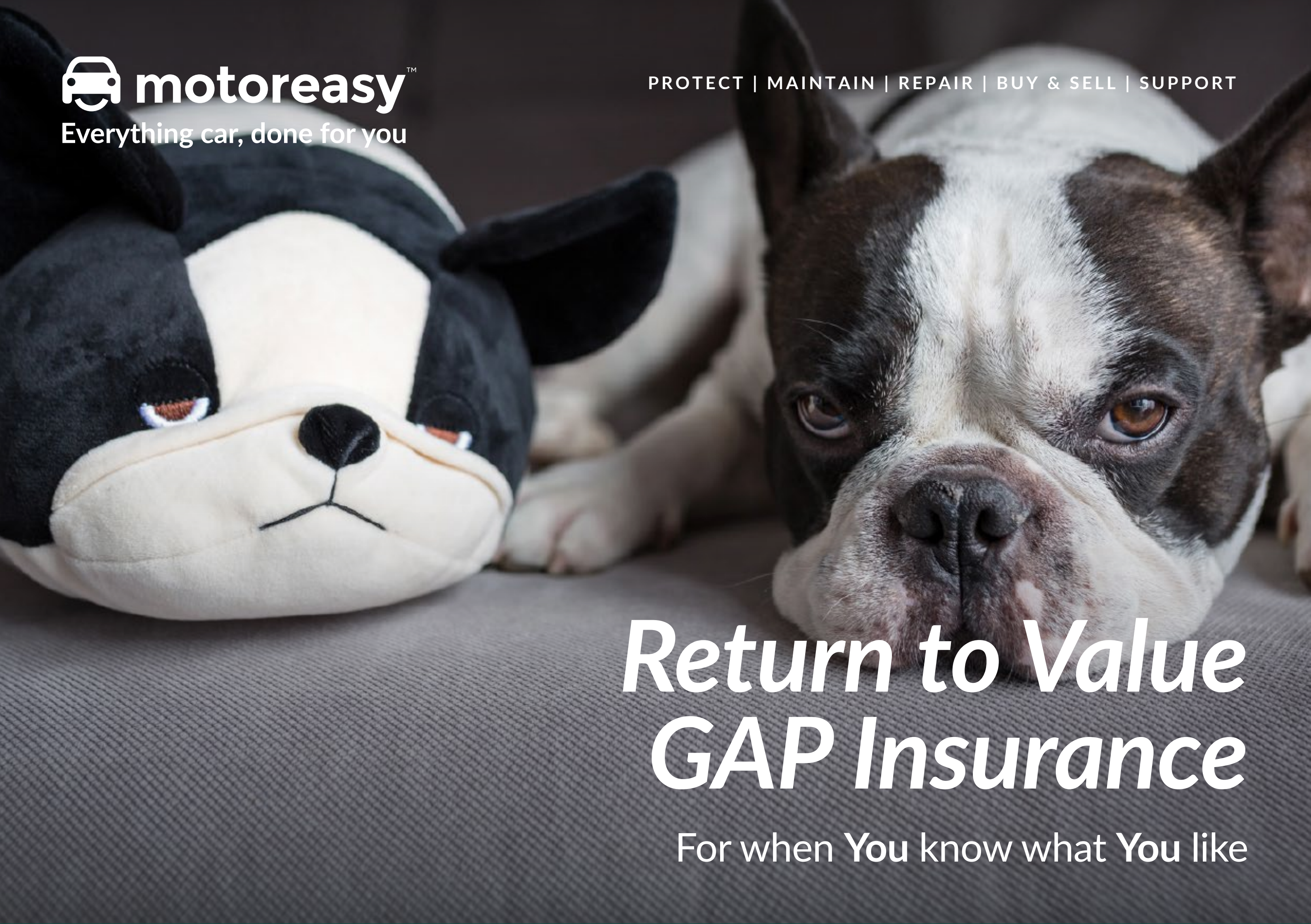

motoreasy™
Everything car, done for you

PROTECT | MAINTAIN | REPAIR | BUY & SELL | SUPPORT

Return to Value 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.

Contents

Introduction

Introduction

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 **Market Value** at the **Start Date**;

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 **Schedule of Cover** 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**.

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

Introduction

INTELLIGENT MOTORING

Intelligent Motoring is a trading style of MotorEasy Services Limited who are authorised and regulated by the Financial Conduct Authority. (Firm Reference Number: 747890). Our registered address is 60 Portman Road Reading RG30 1EA. (Companies House Number: 10109424). Our ICO Registration is: ZA268530.

THE ADMINISTRATOR

This Policy is administered by MotorEasy Services Ltd, registered address is 60 Portman Road, Reading RG30 1EA. 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 Helvetia Global Solutions Ltd UK Branch, 6 Bevis Marks, London, EC3A 7BA. Authorised and regulated by the Liechtenstein Financial Market Authority. Authorised by the Prudential Regulation Authority. Registered on the Financial Services Register under the firm reference number 454140.

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.

This insurance is sold on a non-advised basis. This means we have not provided you with a personal recommendation as to whether this policy is suitable for your needs. You should read the policy documentation carefully, including the Insurance Product Information Document (IPID) and policy wording, to decide if this cover meets your needs before purchasing.

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.

Commercial Use - Use for commercial purposes, including delivery of goods or food, or carriage of passengers for hire and reward.

Date of Total Loss – means the date of the **Incident** that gives rise to **Your** claim for the **Total Loss** of the Insured 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 10 years old and commercial Vehicle over 3500kg gross weight;

(f) is needed that states 'any 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;

(i) Any Vehicle that is less than £4,000 or greater than £150,000 in value (motorbikes less than £1,500 or greater than £40,000)

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.

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

Definitions

Market 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 – means the vehicle that was detailed when the policy was purchased and the vehicle that appears on your motor insurance certificate.

Insurer – means Helvetia Global Solutions Ltd UK Branch, 6 Bevis Marks, London, EC3A 7BA. Authorised and regulated by the Liechtenstein Financial Market Authority. Authorised by the Prudential Regulation Authority. Registered on the Financial Services Register under the firm reference number 454140.

Market Value –**We** will use the value at the **Start Date** of your policy, as shown in Glass's Guide for a vehicle that is the same make, model, trim level, recorded mileage and in a similar condition as the vehicle. Glass's Guide is a motor trade publication. It is used in the UK motor industry to value new and used vehicles. If it is not available or there is a dispute over valuation with the 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 your motor insurer following a claim for the **Total Loss** of the Insured Vehicle.

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.

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 (excluding Jersey), 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**.

Definitions

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 Helvetia

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 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;

(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 10 years old;

(b) has covered less than 100,000 miles;

(c) has a recorded **Market Value** of less than £150,000 (£40,000 for motorbikes);

(d) is a car or light commercial Vehicle (LCV) weighing less than 3,500 kg Gross Vehicle Weight (GVW). This does not include scooters, 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?

Covers the difference between: the **Motor Insurance Settlement** paid by the **Motor Insurer** and the **Market 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 10 years old and must have covered less than 100,000 miles.

(i) The payment is up to **Your** Insured Vehicle Purchase Price. The maximum benefit payable is £50,000.

(ii) **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.

(iii) The **Total Loss** of the Insured Vehicle must occur during the period of insurance and within the **Territorial Limits**.

(iv) **You** are covered for factory and dealer fitted optional extras and/or accessories.

(v) Where applicable, the benefits under the section What is Covered (i) to (vi) will be paid directly to **You**.

(vi) **You** will be responsible for settling any outstanding finance arrangements **You** may have directly with **Your** finance company.

(vii) **You will be covered up to a maximum claim amount of £50,000**.

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;

What is not covered?

(i) happened while the Insured Vehicle was left unlocked, or 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.

(7) Vehicle contents are not covered.

(8) Vehicles used for **Commercial Use.**

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 What is covered / not covered 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 120% 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, minus the administration fee, 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 dishonesty 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.

(xviii) Renumeration - MotorEasy Services Limited receives remuneration as a percentage of premium for administering this policy.

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

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.

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

This complaints procedure does not affect legal rights.

Complaints Procedure

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

THE INSURER & ADMINISTRATOR

The Administrator - This Policy is administered by MotorEasy Services Ltd, registered address is 60 Portman Road, Reading, RG30 1EA. Registered in England No: 10109424. They are authorised and regulated by the Financial Conduct Authority. Firm Reference number: 747890

This Policy is underwritten by Helvetia Global Solutions Ltd, UK Branch. Helvetia Global Solutions Ltd is incorporated in Liechtenstein, registration number 0002191766. Helvetia Global Solutions Ltd's UK branch is registered in England & Wales under UK Establishment number: BR024650. UK Establishment address: 6 Bevis Marks, London, EC3A 7BA. Helvetia Global Solutions Ltd is authorised and regulated by the Liechtenstein Financial Market Authority. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Registered on the Financial Services Register under the firm reference number 454140.